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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 07/02/2015 04:24 PM Pg: 1 of 10

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Title: **LANDLORD CONSENT AGREEMENT**

Date: April 22, 2015

Grantor: **National Retail Properties, LP**, a Delaware limited partnership
("Landlord" in this Document)

Grantor's Address: 450 South Orange Ave, Suite 900, Orlando, FL 32801

Grantor: **Road Ranger, L.L.C.**, an Illinois limited liability company
("Tenant" in this Document)

Grantor's Address: 4930 East State Street, Rockford, IL 61108

Grantee: **Wells Fargo Bank, National Association**
("Administrative Agent" in this Document)

Grantee's Address: 10 South Wacker Drive, 16th Floor
MAC N8405-161
Chicago, Illinois 60606
Attn: Jim Cygan

Legal Description: See Exhibit A attached hereto beginning at page 9 of this Document.

AFTER RECORDING RETURN TO:

Chapman and Cutler LLP
111 West Monroe Street
Chicago, IL 60603
Attn: Mark R. O'Meara, Esq.

CCRD REVIEWED

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LANDLORD CONSENT AGREEMENT

**Road Ranger
Store No. 187**

THIS LANDLORD CONSENT AGREEMENT ("Agreement") is executed as of April 22, 2015, by NATIONAL RETAIL PROPERTIES, LP, a Delaware limited partnership ("Landlord") and ROAD RANGER, L.L.C., an Illinois limited liability company ("Tenant"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as administrative agent under the Credit Agreement referred to in the recitals below (in such capacity, the "Administrative Agent").

RECITALS

A. Landlord is the owner of certain real property described in Exhibit A attached hereto (hereinafter referred to along with all improvements located on said property, whether now or hereafter existing, as the "Property") and has leased the Property or premises thereon to Tenant pursuant to that certain Land and Building Lease Agreement dated as of July 20, 2012, and all of its subsequent amendments (if any), a complete copy of which is set forth on Exhibit B attached hereto (the "Lease").

B. Reference is made to the (i) Credit Agreement, dated as of March 11, 2015, among Road Ranger, L.L.C. and Ranger Holdings, L.L.C. (together, the "Borrowers"), the Subsidiary Guarantors from time to time party thereto, the lenders from time to time party thereto (the "Lenders"), and the Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") and the Collateral Agreement (as therein defined).

C. Pursuant to the Collateral Agreement, as security for repayment of the Secured Obligations (as defined in the Collateral Agreement), Tenant has granted a security interest in, inter alia, the Personal Property (as defined below) in favor of the Administrative Agent for the benefit of the Beneficiaries (as defined in the Collateral Agreement).

D. Pursuant to the Credit Agreement, the Administrative Agent and the Lenders have required, among other things, that Tenant deliver this Agreement from Landlord and Tenant.

In consideration of the foregoing, the mutual agreements below and other sufficient consideration, the receipt of which is hereby acknowledged, the parties hereto hereby agree in favor of the Administrative Agent as follows:

Section 1. Waiver of Lien

Landlord hereby waives and disclaims forever all liens and rights, title, interest, or claim (statutory, possessory, consensual or otherwise, whether now existing or hereafter arising, including but not limited to rights of levy or distraint for rent), if any, that Landlord may currently have or in the future obtain on or in any inventory, furniture, trade fixtures, equipment, mobile or removable coolers, machinery, furnishings, signage and other articles of personal property owned by the Tenant (collectively, the "Personal Property") on the Property. It is expressly understood that the defined term "Personal Property" as used herein shall in no event extend to leasehold improvements, storage tank systems, fixtures and similar "vanilla shell" items such as light fixtures, HVAC equipment, and other fixtures and equipment permanently affixed to the Property. Landlord acknowledges the security interest of the Administrative Agent in the Personal Property, and all additions and accessions thereto, replacements and substitutions therefor, proceeds thereof, and products, income and profits therefrom, and Landlord agrees not to challenge such security interest.

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Section 2. Foreclosure; Actions of the Administrative Agent

In connection with the Personal Property, Landlord and Tenant hereby acknowledge and agree in favor of the Administrative Agent as follows:

(a) After the occurrence of an Event of Default (as defined in the Credit Agreement) and upon 10 days notice to Landlord, the Administrative Agent shall, without being deemed to have assumed any obligations under the Lease enter and go onto the Property for the purpose of removing or taking possession of the Personal Property as authorized or permitted under the Credit Agreement or other Loan Documents, without any liability of the Administrative Agent or any Beneficiary, except for reimbursement for any physical damage caused by the Administrative Agent. The Administrative Agent and the Beneficiaries shall not, however, have any duty or obligation to remove or dispose of any Personal Property or any other items left on the Property by Tenant at the expiration or earlier termination of the Lease, and Tenant shall remain liable for such removal or disposal, or for the reasonable cost of such removal or disposal, as set forth in the Lease. If there shall remain on the Property any of the Personal Property at the expiration or earlier termination of the Lease, Landlord shall so notify the Administrative Agent in writing and the Administrative Agent may remove any remaining Personal Property within 10 days after receipt of such notice from Landlord, failing which Landlord may remove or dispose of all remaining Personal Property without any liability or obligation to Tenant or the Administrative Agent, at Tenant's cost.

(b) Landlord agrees that it will, and Tenant agrees that Landlord may, rely on a certificate from the Administrative Agent that an Event of Default exists.

(c) The Administrative Agent, upon reasonable notice to Landlord, is at all times (whether or not an Event of Default has occurred) permitted to go onto the Property to inspect the Personal Property, subject to the terms set forth in this Agreement.

(d) The Administrative Agent agrees, at its expense, to repair any damage to the Property which is caused by Administrative Agent's removal of Personal Property or the inspection of the Property; and Tenant agrees to reimburse the Administrative Agent for and/or indemnify the Administrative Agent against such costs to the extent so required under the Credit Agreement or the other Loan Documents.

Section 3. Tenant's Default under the Lease

In the event Tenant defaults in its obligations under the Lease, Landlord agrees to give the Administrative Agent copies of written notices of default under the Lease at the same time as such notice is given to Tenant, and further agrees that the Administrative Agent may, but shall not be obligated to, cure defaults, at its option, within the applicable notice and cure periods offered for Tenant under the Lease.

Section 4. No Assumption by the Administrative Agent

Notwithstanding anything contained herein to the contrary, Landlord and Tenant agree that (i) the Administrative Agent has not assumed any duty, liability or obligation of Tenant under the Lease, and (ii) any payment or act done by the Administrative Agent to cure any default by Tenant under the Lease or the Administrative Agent's exercise of its other rights under Section 2 or 3 of this Agreement, will not constitute an assumption by the Administrative Agent of the Lease or any obligation of Tenant.

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Section 5. Certifications

Landlord certifies to the Administrative Agent that (i) Landlord is the sole owner of the Property, (ii) a true and complete copy of the Lease (including all exhibits, schedules, riders, addenda, amendments, restatements, extensions, renewals, replacements or other modifications thereof or supplements thereto) is attached hereto as Exhibit B, and there are no other agreements, written or oral, between Landlord and Tenant or otherwise enforceable with respect to the Property or the premises on the Property leased to Tenant under the Lease, and (iii) the Lease is presently in full force and effect as so written, and neither Landlord nor, to Landlord's knowledge, Tenant is in default in any respect under the Lease, and to Landlord's knowledge no event has occurred or failed to occur, which with the giving of notice or the passage of time or both would constitute a default under the Lease.

Section 6. Estoppel Requests

Upon the reasonable periodic request of the Administrative Agent, Landlord agrees to issue an estoppel certificate certifying, if true, that the Lease has not been modified and is in full force and effect (or if the Lease has been modified then stating the modifications and that the Lease is in full force and effect as modified), specifying the date to which rent has been paid, stating, to Landlord's knowledge, that Tenant is in good standing and not in default, confirming the date of commencement of the Lease and the date of termination of the Lease, and providing other reasonable information which the Administrative Agent may request with respect to the Lease.

Section 7. Notices

All notices and other communications required or permitted hereunder are to be in writing, and will be deemed to have been given or made when delivered in person to the persons below or four (4) days after deposited in the United States mail, certified mail return receipt requested, first class postage prepaid, or, in the case of overnight courier services, one business day after delivered to the overnight courier service in each case addressed as set forth below, or at such other address as may be designated by notice to the other in accordance with the terms of this Section:

if to Landlord, to it at 450 South Orange Ave, Suite 900, Orlando, FL 32801, Attn: Vice President – Asset Management, with a copy to Landlord's Attorney at Landlord at 450 South Orange Ave, Suite 900, Orlando, FL 32801, Attn: General Counsel;

if to Tenant, to it at 4930 East State Street, Rockford, IL 61108, Attn: Legal Department, with a copy to Tenant at 4930 East State Street, Rockford, IL 61108, Attn: David L. Saporta, Chief Financial Office; and

if to the Administrative Agent, to it at Wells Fargo Bank, National Association, MAC D1109-019, 1525 West W.T. Harris Blvd., Charlotte, NC 28262, Attention of: Syndication Agency Services, with a copy to Wells Fargo Bank, National Association, MAC N8405-161, 10 South Wacker Drive, 16th Floor, Chicago, Illinois 60606, Attention of: Jim Cygan.

Section 8. Miscellaneous

This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by all parties hereto. This Agreement continues in force until (i) all of the Secured Obligations are paid and satisfied in full and all financing arrangements between the Administrative Agent, Borrowers and Beneficiaries have been terminated, or (ii) the expiration or termination of the Lease, in accordance with the terms of the Lease except as set forth herein.

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Section 9. Counterparts; Facsimile Signatures

This Agreement may be executed in any number of counterparts, which together constitute one instrument. Signatures to this Agreement may be given by facsimile or other electronic transmission, and such signatures are fully binding on the party sending the same.

Section 10. Successor and Assigns

This Agreement (including, without limitation, all notice requirements and rights to cure) inures to the benefit of and is enforceable by the Administrative Agent and its respective successors, transferees and assignees against Landlord and Landlord's successors, transferees, and assignees, including, without limitation any transferee at foreclosure or in lieu of foreclosure under any mortgage now or hereafter encumbering Landlord's interest in the Property (Landlord agreeing to provide written notice of this Agreement to any holder of such a mortgage), and any and all financial institutions subsequently providing financing to Borrowers whether pursuant to any amendment, increase refinancing or restructuring of the Credit Agreement or otherwise, any person purchasing all or substantially all of the assets or stock of Tenant, or to the extent not included in the foregoing, any person purchasing the assets or stock of Tenant from the Administrative Agent in a foreclosure or similar proceeding, or consensual transaction. This Agreement inures to the benefit of and is enforceable by Landlord and its respective successors, transferees and assigns against Administrative Agent and Administrative Agent's successors, transferees and assigns, including, without limitation all financial institutions subsequently providing financing to Borrowers whether pursuant to any amendment, increase refinancing or restructuring of the Credit Agreement.

Section 11. Governing Law

This Agreement shall in all respects be governed by and construed in accordance with the laws of the State in which the Property is located.

Section 12. Indemnity

Tenant agrees to indemnify and hold Landlord and Administrative Agent, and their respective partners, officers, directors, successors and assigns, harmless from and against any and all claims, actions, damages, costs, expenses (including reasonable attorneys' fees, to include the Landlord's and/or Administrative Agent's outside counsel fees and/or liability arising from or in any manner relating to Landlord's compliance with this Agreement and/or, except as set forth in paragraph 2(d) above, the Administrative Agent's exercise of any of its rights hereunder. Tenant hereby irrevocably authorized Landlord to comply with any instructions or directions which Administrative may give to Landlord pursuant hereto and/or in connection with the Administrative Agent's exercise of its rights, powers and remedies with respect to the Personal Property.

Section 13. Waiver of Jury Trial

THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT ANY OF THEM OR THEIR SUCCESSORS OR ASSIGNS MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY.

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IN WITNESS WHEREOF, this Agreement has been duly executed as of the date first above written.

LANDLORD:

NATIONAL RETAIL PROPERTIES, LP,
A Delaware limited partnership *MK* *BS*

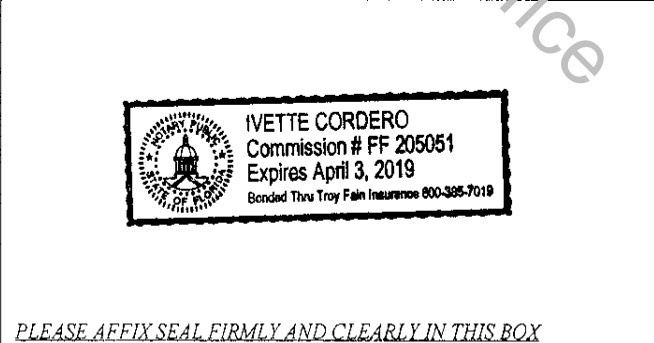
By: NNN GP Corp, a Delaware corporation,
as General Partner

By: _____
Name: Paul E. Bayer
Title: Executive Vice President

STATE OF FLORIDA)
) s
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 23rd day of April, 2015 by Paul E. Bayer, Executive Vice President of NNN GP Corp., a Delaware corporation, as general partner of National Retail Properties, LP, a Delaware limited partnership, on behalf of the partnership. He/she is personally known to me or has produced _____ as identification.

Ivette Cordero
Printed Name: Ivette Cordero
Commission #: _____
My commission expires: _____



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EXHIBIT A

DESCRIPTION OF PROPERTY

PREMISES LOCATION: **STORE #187**
3413-3433 S. CALIFORNIA AVENUE
CHICAGO, COOK COUNTY, ILLINOIS

THAT PART OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 50 FEET EAST OF THE WEST LINE OF SAID NORTHEAST 1/4 AND 183 FEET NORTH OF THE SOUTH LINE OF SAID NORTHEAST 1/4; THENCE NORTH ALONG A LINE 50 FEET EAST OF THE WEST LINE OF SAID NORTHEAST 1/4 TO ITS INTERSECTION WITH A LINE PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST 1/4 AND DRAWN FROM A POINT OF INTERSECTION OF THE SOUTHERLY LINE OF THE SOUTHERLY CANAL RESERVE OF THE ILLINOIS AND MICHIGAN CANAL WITH A LINE 33 FEET EAST OF THE WEST LINE OF SAID NORTHEAST 1/4; THENCE EAST ALONG A LINE PARALLEL TO THE SOUTH LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 153 FEET; THENCE SOUTH ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 625.32 FEET TO A POINT 33 FEET NORTH OF THE SOUTH LINE OF SAID NORTHEAST 1/4; THENCE WEST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 20 FEET; THENCE NORTH ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 150 FEET; THENCE WEST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 133 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

FOR INFORMATION ONLY:

Commonly known as: 3401 South California Avenue
Chicago, Cook County, Illinois

Parcel Identification Numbers: 16-36-200-042-0000 and 16-36-200-043-0000

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EXHIBIT B

COPY OF LEASE

LEASE ON FILE WITH ADMINISTRATIVE AGENT

Property of Cook County Clerk's Office

