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THIS INSTRUMENT WAS PREPARED
BY AND AFTER RECORDING
SHOULD BE RETURNED TO:

Drew J. Scott
Scott & Kraus, LLC
150 South Wacker Drive
Suite 2900
Chicago, Illinois 60606

Permanent Index Number:

18-36-306-005-0000

Property Address:

8455 South 77th Avenue
Bridgeview, Illinois 60455



Doc#: 1533419012 Fee: \$60.00
RHSP Fee: \$9.00 RPPF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 11/30/2015 09:19 AM Pg: 1 of 12

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is made and entered into as of November 24, 2015, by and among THE PRIVATEBANK AND TRUST COMPANY, an Illinois banking corporation (the "Lender"), having its principal place of business at 120 South LaSalle Street, Chicago, Illinois 60603, PREMIER DELIVERY, INC., an Illinois corporation, d/b/a PREMIER WAREHOUSING (the "Tenant"), having its principal place of business at 8455 South 77th Avenue, Bridgeview, Illinois 60455 and CA ACQUISITION, LLC, an Illinois limited liability company d/b/a CHICAGO AEROSOL (the "Landlord"), having its principal offices at 8407 South 77th Avenue, Bridgeview, Illinois 60455.

BACKGROUND

A. The Lender is the mortgagee under the Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing of even date herewith, to be recorded concurrently herewith (the "Mortgage"), which Mortgage encumbers the Real Estate (as hereinafter defined) and secures a principal indebtedness in the amount of Twenty-Six Million Seventy-Six Thousand Eight Hundred Four and 00/100 Dollars (\$26,076,804).

B. The Tenant has entered into a lease agreement (together with all amendments and modifications thereof, hereinafter being referred to as the "Lease") of even date herewith with the Landlord, pursuant to which the Tenant has leased certain premises (the "Leased Premises") consisting of approximately 64,800 square feet of warehouse and office space together with the additional truck service bay areas in the southeast corner of the building totaling 6,200 sq. feet ("Building"), located at the real property commonly known as 8455 South 77th Avenue, Bridgeview, Illinois (the "Land"; the Land and Building being collectively referred to herein as the "Real Estate") legally described on Exhibit "A" attached hereto and made a part hereof.

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NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. The Tenant represents and warrants to the Lender that the Lease constitutes the entire agreement between the Tenant and the Landlord with respect to the Leased Premises and there are no other agreements, written or verbal, governing the tenancy of the Tenant with respect to the Leased Premises.

2. The Tenant has executed and delivered to the Lender that certain Tenant Estoppel Certificate dated on or about the date hereof (the "Estoppel Certificate"). The provisions of the Estoppel Certificate are hereby incorporated into this Agreement as if fully set forth in this Agreement in their entirety, and the Tenant acknowledges that the Lender will be relying on the statements made in the Estoppel Certificate in determining whether to disburse the proceeds of the loan secured by the Mortgage and whether to enter into this Agreement.

3. The Tenant covenants with the Lender that the Lease shall be subject and subordinate to the lien and all other provisions of the Mortgage and to all modifications and extensions thereof, to the full extent of all principal, interest and all other amounts now or hereafter secured thereby and with the same force and effect as if the Mortgage had been executed and delivered prior to the execution and delivery of the Lease. Without limiting the generality of the foregoing subordination provision, the Tenant hereby agrees that any of its right, title and interest in and to insurance proceeds and condemnation awards (or other similar awards arising from eminent domain proceedings) with respect to damage to or the condemnation (or similar taking) of any of the Real Estate, shall be subject and subordinate to the Lender's right, title and interest in and to such proceeds and awards.

4. The Tenant acknowledges that the Landlord has collaterally assigned to the Lender any and all leases affecting the Real Estate, including the Lease, and the rents and other amounts, including, without limitation, lease termination fees, if any, due and payable under such leases. In connection therewith, the Tenant agrees that, upon receipt of a notice of a default by the Landlord under such assignment and a demand by the Lender for direct payment to the Lender of the rents due under the Lease, the Tenant will honor such demand and make all subsequent rent payments directly to the Lender. The Tenant further agrees that any Lease termination fees payable under the Lease shall be paid jointly to the Landlord and the Lender.

5. The Lender agrees that so long as the Tenant is not in default under the Lease:

(a) The Tenant shall not be named or joined as a party in any suit, action or proceeding for the foreclosure of the Mortgage or the enforcement of any rights under the Mortgage (unless the Tenant is a necessary party under applicable law); and

(b) The possession by the Tenant of the Leased Premises and the Tenant's rights thereto shall not be disturbed, affected or impaired by, nor will the Lease or the term thereof be terminated or otherwise materially adversely affected by (i) any suit, action or proceeding for the foreclosure of the Mortgage or the enforcement of any rights under the Mortgage, or by any judicial sale or execution or other sale of the Leased Premises, or any deed given in lieu of foreclosure, or (ii) any default under the Mortgage.

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6. Prior to pursuing any remedy available to the Tenant under the Lease, at law or in equity as a result of any failure of the Landlord to perform or observe any covenant, condition, provision or obligation to be performed or observed by the Landlord under the Lease (any such failure being hereinafter referred to as a "Landlord's Default"), the Tenant shall: (a) provide the Lender with a notice of the Landlord's Default, specifying the nature thereof, the section of the Lease under which such Landlord's Default arose, and the remedy which the Tenant will elect under the terms of the Lease or otherwise, and (b) allow the Lender not less than thirty (30) days following receipt of notice of the Landlord's Default to cure the same; provided, however, that, if such Landlord's Default is not readily curable within such thirty (30) day period, the Tenant shall give the Lender such additional time as the Lender may reasonably need to obtain possession and control of the Real Estate and to cure such Landlord's Default so long as the Lender is diligently pursuing a cure. The Tenant shall not pursue any remedy available to it as a result of any Landlord's Default unless the Lender fails to cure same within the time period specified above. For purposes of this Section 6, a Landlord's Default shall not be deemed to have occurred until all grace and/or cure periods applicable thereto under the Lease have lapsed without the Landlord having effectuated a cure thereof.

7. If the Lender or any future holder of the Mortgage shall become the owner of the Real Estate by reason of foreclosure of the Mortgage or otherwise, or if the Real Estate shall be sold as a result of any action or proceeding to foreclose the Mortgage or transfer of ownership by deed given in lieu of foreclosure, the Lease shall continue in full force and effect, without necessity for executing any new lease, as a direct lease between the Tenant and the new owner of the Real Estate as "landlord" upon all the same terms, covenants and provisions contained in the Lease (subject to the exclusions set forth in subsection (b) below), and in such event:

(a) The Tenant shall be bound to such new owner under all of the terms, covenants and provisions of the Lease for the remainder of the term thereof (including the extension periods, if the Tenant elects or has elected to exercise its options to extend the term), and the Tenant hereby agrees to attorn to such new owner and to recognize such new owner as "landlord" under the Lease without any additional documentation to effect such attornment (provided, however, if applicable law shall require additional documentation at the time the Lender exercises its remedies then the Tenant shall execute such additional documents evidencing such attornment as may be required by applicable law);

(b) Such new owner shall be bound to the Tenant under all of the terms, covenants and provisions of the Lease for the remainder of the term thereof (including the extension periods, if the Tenant elects or has elected to exercise its options to extend the term); provided, however, that such new owner shall not be:

(i) liable for any act or omission of any prior landlord (including the Landlord);

(ii) subject to any offsets or defenses which the Tenant has against any prior landlord (including the Landlord) unless the Tenant shall have provided the Lender with (A) notice of the Landlord's Default that gave rise to such offset or defense, and (B) the opportunity to cure the same, all in accordance with the terms of Section 6 above;

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(iii) bound by any base rent, percentage rent, additional rent or any other amounts payable under the Lease which the Tenant might have paid in advance for more than the current month to any prior landlord (including the Landlord);

(iv) liable to refund or otherwise account to the Tenant for any security deposit not actually paid over to such new owner by the Landlord;

(v) bound by any amendment or modification of the Lease made without the Lender's consent;

(vi) bound by, or liable for any breach of, any representation or warranty or indemnity agreement contained in the Lease or otherwise made by any prior landlord (including the Landlord); or

(vii) personally liable or obligated to perform any such term, covenant or provision, such new owner's liability being limited in all cases to its interest in the Real Estate.

8. Any notices, communications and waivers under this Agreement shall be in writing and shall be (i) delivered in person, (ii) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or (iii) by overnight express carrier, addressed in each case as follows:

To Lender: The PrivateBank and Trust Company
120 South LaSalle Street
Chicago, Illinois 60603
Attention: Callie Rummel
Fax No.: (312) 564-6886

With a copy to: Scott & Kraus, LLC
150 South Wacker Drive, Suite 2900
Chicago, Illinois 60606
Attn: Drew J. Scott, Esq.
Fax: (312) 327-1051

To Landlord: CA Acquisition, LLC d/b/a Chicago Aerial
1300 North Street
Coal City, Illinois 60416
Attention: Matthew Spagat
Fax No.: (815) 634-3670

With copy to: Stone Pogrund & Korey LLC
1 East Wacker Drive, Suite 2610
Chicago, IL 60601
Attn: Martin S. Korey
Fax: (312) 782-1482

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To Tenant: Premier Delivery, Inc., d/b/a Premier
Warehousing
8455 South 77th Avenue
Bridgeview, Illinois 60455
Attn: Robert Stillwell
Fax: (____) _____

with a copy to: Mahoney Crowe & Goldrick, P.C.
77 W. Washington St., Suite 1515
Chicago, IL 60602
Attn: Donald R. Crowe
Fax: (312) 782-4630

or to any other address as to any of the parties hereto, as such party shall designate in a written notice to the other party hereto. All notices sent pursuant to the terms of this section shall be deemed received (i) if personally delivered, then on the date of delivery, (ii) if sent by overnight, express carrier, then on the next federal banking day immediately following the day sent, or (iii) if sent by registered or certified mail, then on the earlier of the third federal banking day following the day sent or when actually received.

9. The Tenant acknowledges and agrees that the Lender will be relying on the representations, warranties, covenants and agreements of the Tenant contained herein and that any default by the Tenant hereunder shall permit the Lender, at its option, to exercise any and all of its rights and remedies at law and in equity against the Tenant and to join the Tenant in a foreclosure action thereby terminating the Tenant's right, title and interest in and to the Leased Premises.

10. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns and any nominees of the Lender, all of whom are entitled to rely upon the provisions hereof. This Agreement shall be governed by the laws of the State of Illinois.

11. This Agreement may be executed in multiple counterparts and all of such counterparts together shall constitute one and the same Agreement.

12. The Lender is hereby authorized to rely upon and accept as an original this Agreement, any Loan Documents or other communication which is sent to the Lender by facsimile, telegraphic or other electronic transmission (each, a "Communication") which the Lender in good faith believes has been signed by Tenant and Landlord and has been delivered to the Lender by a properly authorized representative of the Tenant and Landlord, whether or not that is in fact the case. Notwithstanding the foregoing, the Lender shall not be obligated to accept any such Communication as an original and may in any instance require that an original document be submitted to the Lender in lieu of, or in addition to, any such Communication.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

LANDLORD:

CA ACQUISITION, LLC, an Illinois limited liability company d/b/a **CHICAGO AEROSOL**

By: Walter Bransen
Walter Bransen, President & CEO

TENANT:

PREMIER DELIVERY, INC., an Illinois corporation, d/b/a **PREMIER WAREHOUSING**

By: _____
Robert Stillwell, President

LENDER:

THE PRIVATEBANK AND TRUST COMPANY, an Illinois banking corporation

By: _____
Callie Runnel, Associate Managing Director

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

LANDLORD

CA ACQUISITION, LLC, an Illinois limited liability company d/b/a CHICAGO AEROSOL

By: Matthew A. Spagat, Manager

TENANT

PREMIER DELIVERY, INC., an Illinois corporation, d/b/a PREMIER WAREHOUSING

By: Robert Stillwell, President

LENDER

THE PRIVATEBANK AND TRUST COMPANY, an Illinois banking corporation

By:  Calle Rumbos, Associate Managing Director

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

LANDLORD:

CA ACQUISITION, LLC, an Illinois limited liability company d/b/a **CHICAGO AEROSOL**

By: _____
Matthew A. Spagat, Manager

TENANT:

PREMIER DELIVERY, INC., an Illinois corporation, d/b/a **PREMIER WAREHOUSING**

By: _____
Robert Stillwell, President

LENDER:

THE PRIVATEBANK AND TRUST COMPANY, an Illinois banking corporation

By: _____
Callie Runnel, Associate Managing Director

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STATE OF ILLINOIS)
)
COUNTY OF Grundy) SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that Walter Bransen, the President & CEO of CA ACQUISITION, LLC, an Illinois limited liability company d/b/a CHICAGO AEROSOL, whose name is subscribed to the within instrument, appeared before me this day in person and acknowledged that as such manager of such company, he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth and pursuant to such company's authority.

GIVEN under my hand and Notarial Seal this November 11th, 2015.



Michelle S. Martin
Notary Public

STATE OF ILLINOIS)
)
COUNTY OF _____) SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that Robert Stillwell, personally known to me to be the President of PREMIER DELIVERY, INC., an Illinois corporation, d/b/a PREMIER WAREHOUSING, whose name is subscribed to the within instrument, appeared before me this day in person and acknowledged that as such officer of such company, he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth and pursuant to such company's authority.

GIVEN under my hand and Notarial Seal this November __, 2015.

Notary Public

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STATE OF ILLINOIS)
)
COUNTY OF _____) SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that Matthew A. Spagat, the Manager of CA ACQUISITION, LLC, an Illinois limited liability company d/b/a CHICAGO AEROSOL, whose name is subscribed to the within instrument, appeared before me this day in person and acknowledged that as such manager of such company, he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth and pursuant to such company's authority.

GIVEN under my hand and Notarial Seal this November __, 2015.

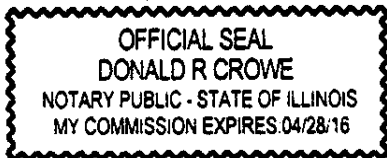
Notary Public

STATE OF ILLINOIS)
)
COUNTY OF Cook) SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that Robert Stillwell, personally known to me to be the President of PREMIER DELIVERY, INC., an Illinois corporation, d/b/a PREMIER WAREHOUSING, whose name is subscribed to the within instrument, appeared before me this day in person and acknowledged that as such officer of such company, he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth and pursuant to such company's authority.

GIVEN under my hand and Notarial Seal this November 19, 2015.

Donald R. Crowe
Notary Public

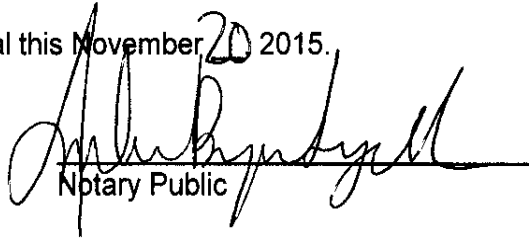


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STATE OF ILLINOIS)
COUNTY OF Cook) SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that Callie Rummel personally known to me to be an Associate Managing Director of THE PRIVATEBANK AND TRUST COMPANY, an Illinois banking corporation, whose name is subscribed to the within instrument, appeared before me this day in person and acknowledged that as such officer she/he signed and delivered the said instrument as her/his free and voluntary act and as the free and voluntary act of said bank, for the uses and purposes therein set forth and pursuant to such bank's authority.

GIVEN under my hand and Notarial Seal this November 20 2015.


Notary Public



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SCHEDULE A

LEGAL DESCRIPTION

PARCEL 1:

THAT PART OF THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE WEST LINE OF SAID EAST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 1391.0 FEET NORTH OF THE SOUTH LINE OF SECTION 36; THENCE EAST ALONG A LINE PERPENDICULAR TO LAST DESCRIBED COURSE 33 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ALSO THE NORTHWEST CORNER OF PROPERTY CONVEYED TO ELIZABETH J. OLSON BY DEED RECORDED DECEMBER 10, 1965 AS DOCUMENT 19680315; THENCE NORTH ALONG A LINE 330 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 36, 400.0 FEET; THENCE EAST ALONG A LINE PERPENDICULAR TO LAST DESCRIBED COURSE TO THE WEST RIGHT OF WAY OF THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD; THENCE SOUTHERLY ALONG SAID WEST RIGHT OF WAY 400.0 FEET TO THE NORTHEAST CORNER OF SAID LANDS CONVEYED TO ELIZABETH J. OLSON; THENCE WEST ALONG THE NORTH LINE OF SAID LANDS TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DEED FROM INDIANA HARBOR BELT RAILROAD COMPANY, A CORPORATION OF INDIANA, TO ROBERT K. WOLF DATED MAY 12, 1967 AND RECORDED JULY 20, 1967 AS DOCUMENT 20203651 FOR INGRESS AND EGRESS OVER THAT PART OF THE WEST 33 FEET OF THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH LINE OF 83RD STREET AND NORTH OF THE NORTH LINE OF 87TH STREET, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 8455 South 77th Avenue
Bridgeview, Illinois 60455

PERMANENT INDEX NUMBER: 18-36-306-005-0000