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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 12/30/2015 08:16 AM Pg: 1 of 9

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Subordination, Non-Disturbance and Attornment Agreement

After recording return to:
and
Prepared by:

Chuhak & Tecson, P.C.
30 S. Wacker Drive, Suite 2600
Chicago, Illinois 60606
Attn: Adam R. Moreland, Esq.

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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

(PC # 191)

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("**Agreement**") is made as of ~~November~~ December 16, 2015 by and among FNBC Bank & Trust ("**Lender**"), SUNBELT RENTALS, INC., a North Carolina corporation ("**Tenant**") and, Uno Grounds LLC, an Illinois limited liability company ("**Landlord**").

Recitals

A. Tenant is the lessee under the Lease Agreement dated June 22, 2007, entered into by and between Uno Grounds, LLC and Tenant, as amended by the Landlord Waiver dated June 26, 2007, the Guaranty of Lease dated June 22, 2007, the Memorandum of Lease dated June 22, 2007, the Subordination, Non-Disturbance and Attornment Agreement dated June 22, 2007, and the First Amendment to Lease dated November 1, 2008 (collectively, the "**Lease**"), covering certain land and improvements thereon or to be constructed thereon located at 2304 W. Wood Street (aka 2311 S. Blue Island), in the City of Chicago, County of Cook, Illinois, as more particularly defined and described in the Lease (the "**Premises**").

B. Tenant desires to be assured that, if Lender should foreclose the Security Documents, Lender agrees to recognize the leasehold estate and rights of Tenant under the Lease and to assume and be bound to Tenant to perform the obligations of Landlord, as landlord under the Lease with the same force and effect as if Lender were the landlord under the Lease (subject to any express exceptions herein).

C. Lender is willing to agree that Tenant's possession of the Premises shall not be disturbed as a result of a foreclosure of the Security Documents or a transfer in lieu of foreclosure so long as Tenant is not in default (beyond any period of time given Tenant to cure such default) under the Lease and provided Tenant subordinates the Lease to the lien of the Security Documents and agrees to attorn to the purchaser at the foreclosure sale or transferee taking title in lieu of foreclosure and recognizes said purchaser or transferee as landlord under the Lease.

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

1. **Subordination.** Subject to the terms hereof, and provided Lender complies with all of its obligations under this Agreement, Tenant hereby subordinates the Lease, all extensions, modifications and renewals thereof, and all of Tenant's rights and interests thereunder, to the lien of the Security Documents, and to all modifications, renewals and extensions of the same, to the extent of all advances heretofore or hereafter made to Landlord secured by the Security Documents; provided there are no intervening liens that could adversely affect Tenant's interest in the Lease and/or the Premises.

2. **Non-Disturbance.** Provided Tenant is not in default beyond any applicable notice and cure periods, as of the date Lender commences foreclosure proceedings or accepts a deed in lieu of foreclosure (except that if Tenant is in default at such date and the default is capable of cure by

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Tenant and Tenant is diligently and continuously pursuing such cure to completion then such default shall not affect Lender's obligations to Tenant hereunder), then no default under the Security Documents, as modified, extended, increased, spread or consolidated, and no proceeding to foreclose the same or the acceptance by Lender of a deed in lieu of foreclosure, or by the exercise of any of Lender's rights under the Security Documents, will disturb Tenant's possession of the Premises under the Lease, nor will the Lease be affected or extinguished thereby and Lender hereby recognizes Tenant's rights to the Premises pursuant to the terms of the Lease. In addition, Lender agrees not to name Tenant in any proceeding instituted to foreclose the Security Documents unless Lender is legally obligated to do so in order to properly foreclose the same and then such foreclosure shall in any event be made subject to the provisions of this Agreement.

3. **Attornment.** In the event of any such foreclosure or other sale to, or acquisition of the Premises by any other manner, in lieu of foreclosure, by Lender or a third party (the purchaser at foreclosure or the transferee in lieu of foreclosure, including Lender if it is such purchaser or transferee and their successors and assigns being the "**Purchaser**"), Tenant shall attorn to Purchaser provided Purchaser shall recognize the Lease as a direct lease from Purchaser to Tenant and Purchaser shall assume and be bound to Tenant to perform the obligations of Landlord, as landlord under the Lease, except that the Purchaser shall not (a) be liable for any previous act or omission of Landlord, as landlord under the Lease which accrued prior to the date of acquisition of Landlord's interest except for (i) ongoing defaults under the Lease; or (ii) acts or omissions of which Purchaser had written notice prior to Purchaser's acquisition of Landlord's interest under the Lease; (b) be subject to any offset, claim or defense which shall theretofore have accrued against Landlord, unless the basis of such offset, claim or defense remains uncured and Purchaser had notice thereof prior to Purchaser's acquisition of Landlord's interest under the Lease; (c) have any obligation with respect to any security deposit under the Lease unless such security deposit has been physically delivered to Purchaser; or (d) be bound by any previous prepayment of rent for a period greater than one (1) month in advance of its due date under the Lease, unless such prepayment shall have been expressly approved in writing by Lender or contained in the Lease. Lender agrees to immediately notify Tenant in writing of any breach or default by Landlord of any of the Security Documents.

4. **Notices to Lender.** From and after the date Tenant receives a fully executed copy of this Agreement, Tenant shall send a copy of any notice or statement of a material default by Landlord under the Lease to Lender at the same time such notice or statement is sent to Landlord, at the address and pursuant to the provisions of Section 9 below. A Purchaser shall be deemed to have received notice of such default if Lender received such notice.

5. **Release.** Tenant has notice that the rent and all other sums due under the Lease have been assigned to Lender as additional security under the Security Documents. In the event that Lender notifies Tenant in writing of a default under the Security Documents and demands in writing that Tenant pay its rent and all other sums due under the Lease directly to Lender, Tenant shall honor such demand and pay its rent and all other sums due under the Lease directly to Lender or as otherwise required pursuant to Lender's notice. Landlord hereby authorizes Tenant to make such payments to Lender or as Lender shall otherwise direct, and Landlord hereby releases and discharges Tenant of and from any liability to Landlord resulting from Tenant's payment to Lender in accordance with this Agreement.

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6. **Insurance and Condemnation Proceeds.** In the event fire or other casualty destroys all or any portion of the Property or the Premises, all insurance proceeds associated with such casualty shall be used in accordance with the provisions of the Lease. In the event all or any portion of the Property or the Premises is taken under power of eminent domain, all condemnation awards associated with such taking shall be used in accordance with the provisions of the Lease.

7. **Consent.** Lender shall promptly respond to any request by Landlord or Tenant concerning this Agreement, the Lease or the Premises. Lender shall not unreasonably withhold, condition or delay any response or consent requested by Landlord or Tenant with regard to this Agreement, the Lease or the Premises.

8. **Lease Provisions.** It is agreed that this Agreement shall supersede, to the extent inconsistent therewith, the provisions of the Lease relating to subordination of the Lease.

9. **Notice.** All notices, requests, consents, demands and other communications required or which any party desires to give hereunder shall be in writing and shall be deemed sufficiently given or furnished if delivered by personal delivery, by national overnight delivery service with proof of delivery, or by registered or certified United States mail, postage prepaid return receipt requested, at the addresses specified below (unless changes by similar notice in writing given by the particular party whose address is to be changed). Any such notice or communication shall be deemed to have been given either at the time of personal delivery or, in the case of overnight delivery service and one (1) business day after deposit, or in the case of mail, three (3) business days after deposit at the address and in the manner provided herein. Notwithstanding the foregoing, no notice of change of address shall be effective except upon receipt.

Tenant Sunbelt Rentals, Inc.
2341 Deerfield Drive
Fort Mill, South Carolina 29715
Attn: Lease Administrator (PC # 191)

with copy to: Parker, Poe, Adams & Bernstein L.L.P.
Three Wells Fargo Center
401 S. Tryon Street, Suite 3000
Charlotte, North Carolina 28202
Attn: Jonathan W. Dion, Esq. (PC # 191)

Lender FNBC Bank & Trust
620 West Burlington Avenue
LaGrange, IL 60525
Attn: William Macula

Landlord Uno Grounds, LLC
8 River Terrace #10R
New York, NY 10282
Attn: Karl Chong

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10. Miscellaneous.

(a) Authority. Tenant, Landlord and Lender represent and warrant to each other that they and the individuals signing below have the right, power and authority to execute this Agreement.

(b) Counterparts. This Agreement may be executed in several counterparts each of which when executed is an original, but all of which together shall constitute one instrument.

(c) Invalidity. If any provisions of this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not apply to or affect any other provision hereof, but this Agreement shall be construed as if such invalidity, illegality, or unenforceability did not exist.

(d) Governing Law. The laws of the State where the Premises are located shall govern this Agreement and its validity, enforcement and interpretation.

(e) Modifications. No modification, amendment, waiver or release of any provision of this Agreement or of any right, obligation, claim or cause of action arising hereunder shall be valid or binding for any purpose whatsoever unless in writing and duly executed by the party against whom the same is sought to be asserted.

(f) Recordation. Lender or Landlord shall record this Agreement in the local registry in which the Premises are located.

(g) Successors and Assigns. This Agreement shall inure to the benefit and shall be binding upon the parties hereto and their respective successors and assigns and any Purchaser, and its heirs, personal representatives, successors and assigns; provided, however, that in the event of the assignment or transfer of the interest of Lender, all obligations and liabilities of Lender under this Agreement arising from or after the date of such assignment or transfer by Lender shall terminate as to the entity that is then Lender, and thereupon all such obligations and liabilities shall be the responsibility of the party to whom Lender's interest is assigned or transferred.

11. Effectiveness. Tenant's execution of this Agreement is delivered contingent upon Tenant's receipt, within thirty (30) days after delivery of this Agreement to Landlord or Lender (or their counsel) of the following: (i) a fully executed, recorded copy of this Agreement delivered to Tenant, (ii) a notice direction letter from the landlord prior to the transfer of the property to the Landlord to direct payment of rent to the Landlord, and (iii) a W-9 from the Landlord. If these conditions are not met within the thirty (30) day timer period, Tenant withdraws its execution of this Agreement and this Agreement shall become null and void.

[SIGNATURES ON FOLLOWING PAGES]

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

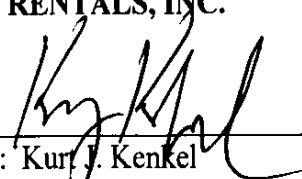
Tenant

SUNBELT RENTALS, INC.

By: _____

Print Name: Kurt J. Kenkel


Title: Executive Vice President



State of South Carolina

County of York

The foregoing instrument was acknowledged before me this 14th day of December, 2015 by Kurt J. Kenkel, Executive Vice President of Sunbelt Rentals, Inc., a North Carolina corporation, on behalf of the corporation.



Notary Public

Print Name: _____

Stephanie L. Ransone
NOTARY PUBLIC
State of South Carolina
My Commission Expires 11/21/2023

My commission expires:

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Lender

FNBC BANK & TRUST

By: *W. J. Iaculla* EVP
 Print Name: WILLIAM IACULLA
 Title: EVP

State of Illinois

County of Cook

On this, the 11th day of December, 2015, before me a notary public, the undersigned officer, personally appeared William Iaculla, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

Lori Kirt

My commission expires: 04-08-2019



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Landlord

UNO GROUNDS, LLC

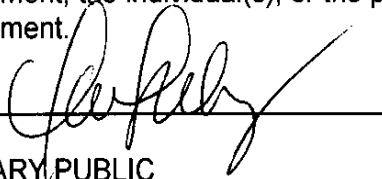
By:  _____

Name: Karl Chong

Title: Manager

State of NEW YORK)
County of NEW YORK) ss.:

On the 14th day of December in the year 2015 before me, the undersigned, personally appeared Karl Chong, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their/ capacity, that by his/her/their signature on the instrument, the individual(s), or the person upon behalf of which the individual acted, executed the instrument.



NOTARY PUBLIC

TARA STUCKEY
Notary Public-State of New York
No. 01ST6080866
New York County EXP 9/23/2018

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EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

BLOCK 7 (EXCEPT THAT PART OF BLOCK 7 IN S.J. WALKER'S DOCK ADDITION TO CHICAGO DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWESTERLY CORNER OF SAID BLOCK 7; THENCE NORTHEASTERLY ALONG NORTHERLY LINE OF SAID BLOCK 7, 217.20 FEET; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO NORTHERLY LINE OF SAID BLOCK, 200 FEET TO SOUTHERLY LINE OF SAID BLOCK; THENCE SOUTHWESTERLY ALONG SOUTHERLY LINE OF SAID BLOCK; 315.36 FEET TO SOUTHWESTERLY CORNER OF SAID BLOCK; THENCE NORTH ALONG WEST LINE OF SAID BLOCK 222.79 FEET TO THE PLACE OF BEGINNING) IN S.J. WALKER'S DOCK ADDITION TO CHICAGO*, IN COOK COUNTY, ILLINOIS.

Commonly known as: 2304 S. Wood, Chicago, Illinois 60608

P.I.N.: 17-30-209-008-0000

* being a subdivision of the East 1/2 of Section 30, Township 39,
Range 14 East of the Third Principal Meridian.