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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 01/19/2016 10:26 AM Pg: 1 of 9

Prepared By:
Lincoln, Ashland & Belmont
L.L.C.
c/o L R Development Company
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Chicago, IL

Mail to:
Freedom Title Corporation
2260 Hicks Road
Suite 415
Rolling Meadows, IL 60008

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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

BY AND BETWEEN

FIRST MIDWEST BANK, MORTGAGEE AND
LINCOLN, ASHLAND & BELMONT L.L.C., LANDLORD AND
CAPITAL FITNESS-LAKEVIEW, LLC, TENANT

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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement") made as of this 14 day of January, 2016, by and among Lincoln, Ashland & Belmont, L.L.C., a Delaware limited liability company ("**Landlord**"), First Midwest Bank, an Illinois banking association ("**Lender**"), and Capital Fitness-Lakeview, LLC, an Illinois limited liability company ("**Tenant**").

RECITALS:

A. Tenant has executed that certain lease dated April 7, 2000 (as amended and extended from time to time, collectively the "**Lease**"), with Landlord, as lessor, covering the premises described in the Lease consisting of an approximately 55,922 square foot space (the "**Premises**") in that certain retail center located at 3240 & 3256 North Ashland, Chicago, Illinois (the "**Retail Center**") which Retail Center is legally described in Exhibit A attached hereto and made a part hereof by this reference; and

B. Lender has made a loan (the "**Loan**") to Landlord secured by a certain Mortgage (as amended from time to time "**Mortgage**"), Security Agreement, Assignment of Leases and Rents and Fixture Filing dated January 14, 2016, to be recorded concurrently herewith encumbering the Retail Center and securing a principal indebtedness in an amount equal to SIX MILLION FOUR HUNDRED THOUSAND AND 00/100 Dollars (\$6,400,000.00) (said Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing and any and all other documents executed in connection with the Loan, together with any amendments, renewals, increases, modifications, substitutions or consolidations of any of them from time to time, collectively, the "**Security Instrument**").

C. Tenant and Lender desire to confirm their understanding with respect to the Lease and the Security Instrument, and to have Landlord confirm its agreement therewith.

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and agreements contained herein, the parties hereto agree as follows:

1. Lender agrees that so long as the Lease shall be in full force and effect, and so long as Tenant is not in default under the Lease (beyond any applicable grace or cure period), Successor Owner (as hereinafter defined) agrees to the following:

(a) Successor Owner shall not disturb Tenant's possession, use or occupancy of the Premises, or the operation of its business from the Premises, or Tenant's other rights arising out of the Lease, including without limitation Tenant's right to use the Common Areas of the Retail Center (as used herein the term Common Area(s) shall have the same meaning as provided for in the Lease and shall include without limitation the Parking Facility), during the term of the Lease, and all extensions and renewals thereof, nor will the Lease or the term thereof be terminated or otherwise affected by (i) any suit, action or proceeding brought upon the Security Instrument or for the foreclosure of the Security Instrument or the enforcement of any rights under the Security Instrument, or by any judicial sale or execution or other sale of the Premises or the Retail Center, or any deed given in lieu of foreclosure, or by the exercise of any other rights given to any holder of the Security Instrument or other documents as a matter of law, or (ii) any default under the Security Instrument; and

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(b) Tenant shall not be named or joined as a party or otherwise in any suit, action or proceeding for the foreclosure, deed in lieu of foreclosure, or otherwise, of the Security Instrument or to enforce any rights under the Security Instrument; and

(c) All condemnation awards and insurance proceeds paid or payable with respect to the Premises or any other part of the Retail Center shall be applied and paid in the manner set forth in the Lease.

2. Provided that Successor Owner (as hereinafter defined) agrees not to disturb Tenant's possession, use or occupancy of the Premises, or the operations of its business from the Premises or Tenant's other rights arising out of the Lease, including without limitation Tenant's right to use the Common Areas of the Retail Center, during the term of the Lease, and all extensions and renewals thereof, so long as Tenant is not in default under the Lease beyond any grace or cure period granted to Tenant, the Lease and any extensions, modifications or renewals thereof, is and shall continue to be subject and subordinate in all respects to the Security Instrument and the lien created thereby.

3. If Lender or its nominee or designee, or another purchaser of the Retail Center upon a foreclosure, deed in lieu of foreclosure, or otherwise (any such person or entity, a "**Successor Owner**") succeeds to the interest of Landlord under the Lease, the Lease will continue in full force and effect, in accordance with its terms. Hereupon, Successor Owner shall recognize the Lease and Tenant's rights thereunder and provided Successor Owner recognizes Tenant's rights, and agrees not to disturb Tenant's possession, use and occupancy of the Premises, or the operation of its business from the Premises, or Tenant's other rights arising out of the Lease, including without limitation Tenant's right to use the Common Areas of the Retail Center, during the term of the Lease, and all extensions and renewals thereof, so long as Tenant is not in default under the Lease beyond any grace or cure period granted to Tenant. Tenant shall make full and complete attornment to Successor Owner as substitute landlord upon the same terms, covenants and conditions as provided in the Lease, including, but not limited to, any option to purchase, right of first refusal to purchase or right of first offer to purchase the Retail Center as may be provided in the Lease. Tenant shall have all of its rights and obligations under the Lease during any such period of attornment, and Successor Owner shall have all of the rights and obligations of Landlord during any such period.

Notwithstanding anything to the contrary herein, Successor Owner shall not be liable for or bound by any of the following matters:

a. Any offset rights that Tenant may have against any prior landlord pursuant to the Lease, including without limitation the Landlord (herein together "Former Landlord") relating to any event or occurrence before the date of attornment, except any offset rights available to Tenant relating to (i) any Former Landlord default (or set of facts) giving rise to the offset for which Successor Owner received written notice of prior to the date of attornment and the opportunity to cure; or (ii) events occurring, or continuing to occur, after the date of attornment, or (iii) any event or occurrence to the extent Successor Owner benefits or benefited from such event or occurrence.

b. Any payment of rent that Tenant may have made to Former Landlord more than thirty (30) days before the date such rent was first due and payable under the Lease, unless actually received by Successor Owner; provided that, the foregoing shall not apply to prepayments of Additional Rental which Tenant is required to pay Landlord pursuant to the Lease.

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c. Any obligation with respect to any security deposited with Former Landlord, unless such security was actually delivered to Successor Owner.

d. Any material modification or material amendment of the Lease (not currently existing in the Lease, as amended, as of the date of this Agreement) which either reduces the amount of the rent payable under the Lease or shortens the term of the Lease shall not be binding upon Successor Owner unless consented to by Successor Owner in writing, which consent shall not be unreasonably withheld, conditioned or delayed.

e. Any act, omission, default, misrepresentation, or breach of warranty by Former Landlord except to the extent relating to (i) any Former Landlord act, omission, default, misrepresentation, or breach of warranty for which Successor Owner received written notice of prior to the date of attornment and the opportunity to cure; or (ii) any Former Landlord act, omission, default, misrepresentation, or breach of warranty to the extent Successor Owner benefits or benefited therefrom.

4. Tenant agrees to deliver to Lender, in the manner set forth in Paragraph 9 of this Agreement, a copy of any notice of default sent to Landlord by Tenant (the "Default Notice"). If Lender receives a Default Notice Lender shall have the same period of time provided Landlord under the Lease within which to cure such default on behalf of Landlord. Lender's cure period shall begin to run upon receipt of the Default Notice, and may run simultaneously with Landlord cure period.

5. Upon and after the occurrence of a default under the Security Instrument, which is not cured after any applicable grace or cure periods granted to Landlord, Lender shall be entitled, but not obligated, to require that Tenant pay all rent under the Lease as directed by Lender, with such payments satisfying Tenant's obligations to make such payments to Landlord under the Lease, without Tenant having to inquire as to the validity of Lender's request or requirement, and Landlord agrees to hold Tenant harmless with respect to any such payments made by Tenant to Lender.

6. EACH OF TENANT, LENDER AND LANDLORD HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

7. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8. Neither the Security Instrument nor any other security instrument executed in connection therewith shall encumber any trade fixtures, signs or other personal property at any time furnished or installed by or for Tenant or its subtenants or licensees on the Premises or Retail Center regardless of the manner or mode of attachment thereof, nor shall any such personal property be construed as being subject to the Security Instrument or any other security instrument executed in connection therewith or to any lien(s) created thereby.

9. All notices and all other communication with respect to this Agreement shall be directed as follows: if to Lender, First Midwest Bank, 770 West Dundee Road, Arlington Heights, IL 60004-1562, Attn: Brian Ruos, with a copy to Clark Hill PLC, 150 N. Michigan Avenue, Suite 2700, Chicago, IL 60601, Attn: Chad M. Poznansky, Esq., or such other address as Lender may designate in

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writing to Tenant; and, if to Tenant, at the address set forth in the Lease or at such other address as tenant may designate in writing to Lender. All notices shall be in writing and shall be (a) hand-delivered, (b) sent by United States express mail or by private overnight courier, or (c) served by certified mail postage prepaid, return receipt requested, to the appropriate address set forth above. Notices served as provided in (a) and (b) shall be deemed to be effective upon delivery or upon refusal thereof. Any notice served by certified mail shall be deposited in the United States mail with postage thereon fully prepaid and shall be deemed effective on the day of actual delivery as shown by the addressee's return receipt or the expiration of three business days after the date of mailing, whichever is earlier in time.

10. This Agreement (along with the Lease) contains the entire agreement between the parties and no modifications shall be binding upon any party hereto unless set forth in a document duly executed by or on behalf of such party.

11. This Agreement may be executed in multiple counterparts, all of which shall be deemed originals and with the same effect as if all parties had signed the same document. All of such counterparts shall be construed together and shall constitute one instrument.

12. Notwithstanding any other provision hereof to the contrary or otherwise, Tenant's past, present and future affiliates, related parties, managers, members, trustees, beneficiaries, partners, shareholders, officers, directors, employees, agents and any direct or indirect owner of Tenant, and any successors and assigns of the aforementioned (collectively "**Non-Liable Parties**") shall not have any liability, personal or otherwise, hereunder, or in connection herewith, or related to this transaction, or otherwise under any circumstances whatsoever. In no event, shall any deficiency judgment, or any money judgment, or any judgment of any kind, or any judicial process of any kind, or any other process or claim of any kind, be sought or obtained against any of the Non-Liable Parties by Landlord and anyone claiming by, through or under Landlord, Lender, Successor Owner or otherwise. This paragraph shall be absolute and without exception whatsoever and shall indefinitely survive the termination of the Lease and this Agreement, and shall be binding upon Landlord, Lender and Successor Owner, and anyone claiming by, through or under Landlord, Lender and Successor Owner, and any of their successors, affiliates and assigns. Notwithstanding anything herein to the contrary, the provisions of this Section 12 shall not limit the obligations of Capital Fitness-Lakeview, LLC, as "Tenant", as applicable, under and as limited by the terms and conditions of the Lease and this Agreement, or Capital Fitness, Inc., as "Guarantor", as applicable, under and as limited by the terms and conditions of the Guaranty and this Agreement, but in no event shall the Non-Liable Parties have any liability, personal or otherwise, hereunder, or in connection herewith, or related to this document, or otherwise under any circumstances whatsoever.

13. Tenant executed this Agreement on January 13, 2016. This Agreement shall be null and void and of no force and effect whatsoever and shall automatically terminate without any further action required by any party in the event that a fully executed copy of this Agreement is not recorded in the Cook County recorder office by 5:00 PM Central Day Light Time on February 29, 2016.

END OF TEXT; EXECUTION ON NEXT PAGE

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IN WITNESS WHEREOF, the Landlord, Lender, Tenant, intending to be legally bound, have duly executed this Agreement as of the day and year first above written.

LANDLORD:

LINCOLN, ASHLAND & BELMONT, L.L.C., an Illinois limited liability company

By: EDC Management, Inc., an Illinois corporation, its manager

By: [Signature]

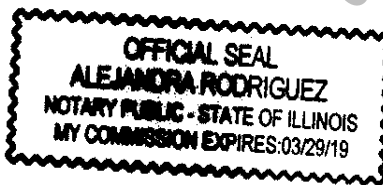
Its: President

STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, Alejandra Rodriguez Notary Public in and for said County in the State aforesaid, do hereby certify that RONALD R. SHIPKA, JR., President of EDC MANAGEMENT INC., an Illinois corporation, Manager of LINCOLN, ASHLAND & BELMONT, L.L.C., a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he/she signed and delivered such instrument as his/her own free and voluntary act and as the free and voluntary act of said partnership/corporation, for the uses and purposes set forth therein.

Given under my hand and notarial seal on 12/30, 2015.

[Signature]
Notary Public



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MORTGAGEE:

FIRST MIDWEST BANK, an Illinois banking association

By: [Signature]

Name: BRIAN RUOS

Title: VICE PRESIDENT

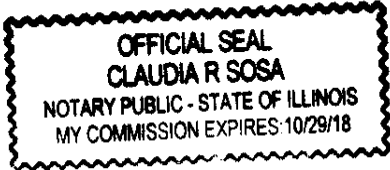
STATE OF IL)
) SS.
COUNTY OF COOK)

I, Claudia R. Sosa, a Notary Public in and for said County in the State aforesaid, do hereby certify that Brian Ruos Vice President of FIRST MIDWEST BANK, an Illinois banking association, who is personally known to be to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he/she signed and delivered such instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes set forth therein.

Given under my hand and notarial seal on December 11, 2016.

[Signature]

Notary Public



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TENANT:

CAPITAL FITNESS-LAKEVIEW, LLC, an Illinois limited liability company

By: Capital Fitness, Inc., its sole member

By: [Signature]
Evan M. Rayman, not individually but
as Vice President

STATE OF ILLINOIS)
) SS.
COUNTY OF KANE)

I, KARLA M. NASH, a Notary Public in and for said County in the State aforesaid, do hereby certify that Evan M. Rayman, Vice President of **CAPITAL FITNESS - LAKEVIEW, LLC**, an Illinois series limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he signed and delivered such instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes set forth therein.

Given under my hand and notarial seal on 1-13-, 2018.

[Signature]
Notary Public



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EXHIBIT A

RETAIL CENTER

LOT 2 IN LINCOLN, ASHLAND, BELMONT SUBDIVISION BEING A RESUBDIVISION OF LAND,
PROPERTY AND SPACE IN SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 3240 N. Ashland Avenue, Chicago, Illinois 60657

P.I.N.: 14-19-426-039

Property of Cook County Clerk's Office