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This Document Prepared by
and after Recording Return to:

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Attn: Terrence E. Budny



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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 08/12/2016 12:28 PM Pg: 1 of 10

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (the "Agreement") is made as of the 13th day of May, 2016, by and among NARE WOODFIELD CORNERS, LLC, a(n) Illinois limited liability company ("Potential Landlord"), H & R Block Enterprise, LLC, a(n) Missouri Company ("Tenant"), and THE PRIVATEBANK AND TRUST COMPANY, an Illinois state chartered bank ("Potential Mortgagee").

Recitals

A. Potential Mortgagee has agreed to make a loan to Potential Landlord in the maximum principal amount of \$3,000,000.00 (the "Loan") on the terms and conditions contained therein. Potential Landlord has executed and delivered to Potential Mortgagee a certain Promissory Note (as hereafter amended, restated, replaced or supplemented, the "Note") dated as of June 1, 2016, payable to the order of Potential Mortgagee in the original principal amount of \$3,000,000.00, with interest and principal payable as therein provided. The Loan and Note are secured by a Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing (as hereafter amended, restated, replaced or supplemented, the "Mortgage") dated June 1, 2016 encumbering, among other things, the property described in Exhibit A attached hereto and made a part hereof and all improvements thereon (the "Real Estate").

B. Tenant has entered into a(n) lease submitted on 5/4/2004, which has been amended by First Amendment to Lease dated 1/15/2009, Second Amendment to Lease dated 12/16/2011, and Third Amendment to Lease dated 12/16/2014 (the "Lease"), with Potential Landlord as Potential Landlord pursuant to which Potential Landlord has leased a portion of the Real Estate more particularly described as 128 E. Golf Road, Schaumburg, IL 60173 (the "Premises") to Tenant for the term and on the terms and conditions set forth in the Lease.

C. The parties desire to agree upon the relative priority of their interests in the Real Estate and their rights and obligations if certain events occur.

NOW, THEREFORE, in consideration of the mutual acknowledgements of the parties, the parties do hereby acknowledge as follows:

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1. Definitions. The following terms shall have the following meanings for purposes of this Agreement:

(a) "Foreclosure Event" means (i) foreclosure under the Mortgage, (ii) any other exercise by Potential Mortgagee of rights and remedies (whether under the Mortgage or under applicable law, including bankruptcy law) as holder of the Note and/or the Mortgage, as a result of which Successor Potential Landlord becomes owner of the Real Estate, or (iii) delivery by Potential Landlord to Potential Mortgagee (or its designee or nominee) of a deed or other conveyance of Potential Landlord's interest in the Real Estate in lieu of any of the foregoing.

(b) "Successor Landlord" means any party that becomes owner of the Real Estate as the result of a Foreclosure Event.

(c) Initially capitalized terms used in this Agreement and not expressly defined herein have the meanings given them in the Loan Agreement.

2. Subordination of Lease. The parties acknowledge that the Lease is and shall be subject and subordinate, in right, interest and lien and for all purposes, to the Mortgage, and to all renewals, modifications, consolidations, replacements and extensions thereof, and to any subsequent mortgage with which the Mortgage may be spread or consolidated, to the full extent of the principal sum and all other amounts secured thereby and interest thereon, subject to the terms and conditions of the Lease.

3. Non-Disturbance and Attornment.

(a) No Exercise of Mortgage Remedies Against Tenant. So long as the Lease is in full force and effect and Tenant is not in default under the Lease beyond any applicable cure period, Potential Mortgagee shall not name or join Tenant as a defendant in any exercise of Potential Mortgagee's rights and remedies arising upon a default under the Mortgage.

(b) Nondisturbance and Attornment. If the Lease has not been terminated, then, when Successor Potential Landlord takes title to the Real Estate: (a) Successor Potential Landlord shall not terminate or disturb Tenant's possession of Tenant's Premises under the Lease, except in accordance with the terms of the Lease and this Agreement; (b) Successor Potential Landlord shall be bound to Tenant under all terms and conditions of the Lease (except as provided in this Agreement); (c) upon written notice, Tenant shall recognize and attorn to Successor Potential Landlord as provided in paragraph 4 herein; and (d) the Lease shall continue in full force and effect as a direct lease, in accordance with its terms (except as provided in this Agreement), between Successor Potential Landlord and Tenant for the balance of the term of the Lease and any extensions or modifications thereof.

(c) Further Documentation. The provisions of this Article shall be effective and self-operative without any need for Successor Potential Landlord or Tenant to execute any further documents. Tenant and Successor Potential Landlord shall, however, confirm the provisions of this Article in writing upon reasonable written request by either of them.

4. Attornment. In the event that Successor Potential Landlord shall succeed to the interest of the Potential Landlord under the Lease, and the Lease shall not have expired or been

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terminated in accordance with the terms of the Lease or this Agreement, Tenant shall, from and after such event and written notice, attorn to the Successor Potential Landlord, all rights and obligations under the Lease to continue as though the interest of Potential Landlord had not terminated or such foreclosure proceedings had not been brought. Such attornment shall be effective and self-operative without the execution of any further instrument on the part of the parties hereto. Tenant agrees, however, to execute and deliver from time to time, upon the reasonable written request of Successor Potential Landlord, any instrument or certificate which, in the reasonable judgment of Successor Potential Landlord, may be necessary or appropriate in any such foreclosure proceeding or otherwise to evidence such attornment.

5. Rights and Obligations of Successor Potential Landlord under Lease. Successor Potential Landlord in the event of attornment shall have the same remedies in the event of any default by Tenant (beyond any period given Tenant to cure such default) in the payment of rent or in the performance of any of the terms, covenants and conditions of the Lease on Tenant's part to be performed that are available to Potential Landlord under the Lease. The Tenant shall have the same remedies against the Successor Potential Landlord for the breach of an agreement contained in the Lease that the Tenant might have had against the Potential Landlord if the Successor Potential Landlord had not succeeded to the interest of the Potential Landlord; provided, however, that the Successor Potential Landlord shall not be:

(a) liable for any act or omission of or any claims against any prior Potential Landlord (including the Potential Landlord), but shall be obligated to cure any continuing defaults of prior Landlord once notified in writing, provided that the foregoing shall not limit Successor Potential Landlord's obligations to correct any conditions that existed as of the date of attornment and that violate Successor Potential Landlord's obligations as Potential Landlord under the lease; or

(b) subject to any offsets or defenses which the Tenant might have against any prior Potential Landlord (including the Potential Landlord) except for such offsets or defenses relating to continuing acts or omission, provided that the foregoing shall not limit Tenant's right to exercise offsets or defenses against Successor Potential Landlord because of events occurring after the date of attornment; or

6. Exculpation of Successor Potential Landlord. Notwithstanding anything to the contrary in this Agreement or the Lease, upon any attornment pursuant to this Agreement, Successor Potential Landlord's obligations and liability under the Lease shall never extend beyond Successor Potential Landlord's (or its successors' or assigns') interest, if any, in the Real Estate from time to time, including insurance and condemnation proceeds and Successor Potential Landlord's interest in the Lease (collectively, "Successor Potential Landlord's Interest"). Tenant shall look exclusively to Successor Potential Landlord's Interest (or that of its successors and assigns) for payment or discharge of any obligations of Successor Potential Landlord under the Lease as amended or affected by this Agreement. Such payments to Potential Lender shall constitute full performance of Tenant's rental payment obligations under the Lease. If Tenant obtains any money judgment against Successor Potential Landlord with respect to the Lease or the relationship between Successor Potential Landlord and Tenant, including all rental, sale, refinancing, and other proceeds generated by or received from the Property, then Tenant shall look solely to Successor Potential Landlord's Interest (or that of its successors and assigns) to

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collect such judgment. Tenant shall not collect or attempt to collect any such judgment out of any other assets of Successor Potential Landlord.

7. Miscellaneous.

(a) Successors and Assigns. This Agreement shall bind and benefit the parties, their successors and assigns, any Successor Potential Landlord, and its successors and assigns. If Potential Mortgagee assigns the Mortgage, then upon delivery to Tenant of written notice thereof accompanied by the assignee's written assumption of all obligations under this Agreement, all liability of the assignor shall terminate.

(b) Entire Agreement. This Agreement constitutes the entire agreement among Potential Mortgagee, Potential Landlord and Tenant regarding the rights and obligations of Tenant, Potential Landlord and Potential Mortgagee as to the subject matter of this Agreement.

(c) Interpretation; Governing Law. The interpretation, validity and enforcement of this Agreement shall be governed by and construed under the internal laws of the State of Illinois, excluding its principles of conflicts of law.

(d) Amendments. This Agreement may be amended, discharged or terminated, or any of its provisions waived, only by a written instrument executed by the party to be charged.

(e) Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

(f) Potential Mortgagee's Representation. Potential Mortgagee represents that Potential Mortgagee has full authority to enter into this Agreement, and Potential Mortgagee's entry into this Agreement has been duly authorized by all necessary actions.

8. Notices. All notices, waivers, demands, requests or other communications required or permitted hereunder shall, unless otherwise expressly provided, be in writing and be deemed to have been properly given, served and received when delivered in accordance with the Lease.

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In the case of Potential Mortgagee, to: The PrivateBank and Trust Company
8th Floor
70 West Madison Street
Chicago, Illinois 60602
Attn: Jacob Noble
Fax: 312-683-0446

with copy to:

Terrence E. Budny, Esq.
Sheppard, Mullin, Richter & Hampton, LLP
70 West Madison Street
Suite 4800
Chicago, Illinois 60602

In the case of Tenant, to:

Cushman & Wakefield
721 Emerson Road,

Suite 300
St. Louis, MO 63141
Attn: FRE 12533

In the case of Potential Landlord, to: NARE WOODFIELD CORNERS, LLC
1901 N. Roselle Rd., Suite 650
Schaumburg, IL 60195
Attn: Savas Er

or such other address or in care of such other person as hereafter shall be designated in writing by the applicable party and shall be deemed to have been given as of the date of receipt.

9. As between Landlord and Tenant, nothing set forth herein shall be deemed to amend, modify, or waive any terms of the Lease.

SIGNATURE PAGES FOLLOWS

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The parties have executed this Agreement as of the date first above written.

POTENTIAL MORTGAGEE:

THE PRIVATEBANK AND TRUST COMPANY, an Illinois state chartered bank

By: [Signature]
Name: J.P.K.
Title: Officer

TENANT:

H&R Block Enterprises LLC , a(n) Missouri Limited Liability Company

By: [Signature]
Name: Katie McAllister
Title: Manager

POTENTIAL LANDLORD:

NARE Woodfield Corners, LLC

_____, a(n)

By: _____
Name: _____
Title: _____

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The parties have executed this Agreement as of the date first above written.

POTENTIAL MORTGAGEE:

THE PRIVATEBANK AND TRUST COMPANY, an Illinois state chartered bank

By: _____
Name: _____
Title: _____

TENANT:

H&R Block Enterprises LLC , a(n) Missouri Limited Liability Company

By: Katie McAllister
Name: Katie McAllister
Title: Manager

POTENTIAL LANDLORD:

NARE Woodfield Corners, LLC

_____, a(n)
Illinois limited liability company

By: _____
Name: SARAS ER
Title: Manager

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EXHIBIT A Legal Description

THE EAST 242.50 FEET OF THE WEST 910.00 FEET OF THE SOUTH 330.00 FEET OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS (EXCEPT THAT PART TAKEN FOR GOLF ROAD AS SHOWN ON DOCUMENT 10488002 AND EXCEPT THE SOUTH 20 FEET THEREOF.)

PIN: 07-10-400-011

COMMON ADDRESS: 100-130 EAST GOLF ROAD, SCHAUMBURG, ILLINOIS
60193

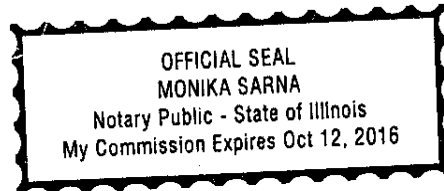
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STATE OF ILLINOIS)
)
) ss.
COUNTY OF COOK)

I, Monika Sarma, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that JP Keeley, Officer of THE PRIVATEBANK AND TRUST COMPANY, an Illinois state chartered bank, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Officer/President, appeared before me this day in person and acknowledged that (s)he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 10th day of June, 2016
Monika Sarma
Notary Public

My commission expires 10/12/16

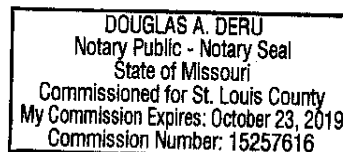


STATE OF Missouri)
)
) ss.
COUNTY OF St. Louis)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Katie Madlister, the manager of H&R Block, a(n) Missouri LLC, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that (s)he signed and delivered the said instrument as her free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 23rd day of May, 2016.
[Signature]
Notary Public

Commission expires 10/23/19



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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, DO HEREBY CERTIFY, that SAVAS ER, a Manager of NARE Woodfield Corners a(n) Illinois LLC, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that 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.

Given under my hand and Notarial Seal this 6 day of June, 2016

Graham Conatser
Notary Public

Commission expires 5/9/17.



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