

UNOFFICIAL COPY



Doc# 1731101217 Fee \$50.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 11/07/2017 11:33 AM PG: 1 OF 7

17016825NS

ET 1/1

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT is made as of this 13th day of October, 2017, among Zipps JB N Beck, LLC ("Landlord"); Wireless Vision, LLC ("Tenant"); and American Bank of Missouri ("Bank") (collectively "the Parties").

RECITALS:

1. By that Lease Agreement dated November 30, 2015, as amended June 15, 2016 and August 14, 2017 ("Lease"), Tenant leased from Glazier Crestwood IV, LLC as assigned to Zipps JB N Beck, LLC the property described on **Exhibit A** attached hereto and incorporated herein by reference known as Unit A- 13430 S. Cicero Ave. Crestwood, IL 64018 ("Property"). The Property is now owned by Landlord and Landlord and Tenant ratify the Lease and Amendments thereto, and agree that each is bound thereby.
2. The Bank has made a loan to the Landlord secured by a Deed of Trust encumbering the Property ("Deed of Trust").
3. The Parties desire to confirm their understanding with respect to the Lease (and any Amendments) and the Deed of Trust.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained, the Parties agree and covenant as follows:

1. So long as Tenant is not in default (beyond any cure period) in the payment of rent or additional rent or in the performance of any of the terms, covenants or conditions of the Lease, or is not in default under this Agreement, Tenant's possession of the Property described in the Lease and Tenant's rights and privileges under the Lease, or any extensions or renewals which may be affected in accordance with any option in the Lease, shall not be diminished or interfered with by the Bank and Tenant's occupancy of the Property shall not be disturbed by the Bank for any reason whatsoever during the term of the Lease or any extensions or renewals thereof. Landlord and Tenant each represent and warrant that the Lease is currently in good standing and that no default presently exists.
2. Landlord and Tenant hereby represent that the term of the Lease is set to expire on December 15, 2023. Landlord and Tenant further represent that the Lease does include option(s) to renew, described as follows (include details concerning the number of potential renewals, the term of potential renewal, and whether any option(s) have been exercised): two (2) consecutive periods of sixty months (60) each. Tenant represents

S Y
P 7
S N
SCY
INTAB

UNOFFICIAL COPY

that Tenant does not have any option to purchase the Property, right of first refusal, or any other ownership interest in the Property, and if Tenant does have such a claim, please describe it: N/A.

3. If the interests of the Landlord are transferred to and owned by the Bank by reason of foreclosure or other proceedings brought by it or by any other manner, and the Bank succeeds to the interest of the Landlord under the Lease, the Tenant shall be bound to the Bank, or any other person or entity succeeding to the interest of Lender as a result of the exercise of any such right, power or remedy, under all of the terms, covenants and conditions of the Lease for the balance of the term remaining and any extensions or renewals in accordance with any option in the Lease, with the same force and effect as if the Bank, or said successor in interest, were the Landlord under the Lease. The Tenant does hereby attorn to the Bank, or said successor in interest, as its Landlord, such attornment to be effective and self-operative without the execution of any further instruments on the part of either of the parties immediately upon the Bank, or said successor in interest, succeeding to the interest of the Landlord under the Lease. The Tenant, however, shall be under no obligation to pay rent to the Bank, or said successor in interest, as the Landlord, pursuant to this Agreement until the Tenant has received notice from the Bank or said successor in interest, that it has succeeded to the interests of the Landlord under the Lease, or that the Bank or said successor in interest, has exercised its rights under any assignment of leases and rents from Landlord.

4. If the Bank should succeed to the interest of the Landlord under the Lease, the Bank, or said successor in interest, shall thereafter be bound to the Tenant under all terms, covenants and conditions of the Lease. However, the Bank, or said successor in interest, however, shall not be:

- (a) liable for any act or omission of any prior landlord (including the Landlord); or
- (b) subject to any offsets or defenses which the Tenant might have against any prior landlord (including the Landlord); or
- (c) bound by any rent or additional rent which the Tenant might have paid for more than the current month to any prior landlord (including the Landlord); or
- (d) bound by any amendment or modification of the Lease which reduces the rent payable by Tenant under the Lease or decreases the length of the current term of the Lease, or commits to any other action or inaction, made without the Bank's written consent;
- (e) liable for the retention, application or return of any security deposit, unless such security deposit has actually been delivered to the Bank;
- (f) obligated to construct or finish the construction of any improvements on the Property, unless it expressly assumes such obligation in writing after it succeeds to the interest of the Landlord.

5. The Lease now is, and shall at all times continue to be subject and subordinate to the Deed of Trust and to any and all renewals, modifications and extensions thereof, but any and all such renewals, modifications and extensions shall be subject to and entitled to the benefits of the terms of this Agreement. The Tenant agrees to execute such other and further appropriate estoppel certificates as may be requested by the Bank in connection with any such renewals, modifications, and extensions.

6. The Tenant and Landlord shall not agree to any alteration, modification, amendment, waiver or termination of the Lease which reduces the rent payable by Tenant under the Lease or decreases the length of the current term of the Lease without first obtaining the Bank's prior written consent.

7. Landlord and Tenant shall each notify the Bank of any alleged default by one another. The Tenant shall further notify the Bank, by registered or certified mail, return receipt requested, of any default

UNOFFICIAL COPY

under the Lease on the part of the Landlord which would entitle the Tenant to cancel the Lease or to abate the rent payable thereunder, and agrees that notwithstanding any provision of the Lease, no notice of the cancellation thereof, nor any abatement shall be effective unless the Bank has received notice and has failed, within 30 days of the receipt thereof, to cure such default, or if such default is of a nature which requires a greater length of time to cure, has failed to commence and to diligently prosecute the cure of the Landlord's default which gave rise to such right of cancellation or abatement.

8. Except in strict compliance with all applicable environmental laws and regulations, the Tenant shall not use the Property for any activities involving, directly or indirectly, the use, generation, treatment, storage or disposal of any hazardous or toxic chemical, material, treatment, or waste, and Tenant shall indemnify and hold Landlord and Bank harmless from any and all costs, expenses, losses, actions, suits, claims, judgments, and any other liability whatsoever, including without limitation, attorneys' fees and costs, in connection with a breach by Tenant of any federal, state or local environmental protection laws and regulations.

9. All notices hereunder shall be in writing and shall be sufficient if sent by, first-class registered or certified mail, postage prepaid, return receipt requested as follows:

If to the Bank:

American Bank of Missouri
P.O. Box 490 – 690 North Service Rd West
Wright City MO 63390

If to the Landlord:

Zipps JB N Beck, LLC
2525 South Brentwood STE 103
St. Louis, MO 63144

If to the Tenant:

Wireless Vision, LLC
40700 Woodward Ave. STE 250
Bloomfield Hills, MI 48304

or to such other addresses of which notice has been given.

10. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.

11. The Parties agree that, in the event of any dispute concerning the Property the Lease, this Agreement, or any other dispute between them, the Circuit Court for the County of St. Louis, State of Missouri, shall have exclusive jurisdiction and venue, and each of the Parties hereto consents to such jurisdiction and venue. In any such proceeding, the Parties each waive the right to trial by jury, and the prevailing party shall be entitled to recovery of its attorneys' fees and costs incurred.

12. This Agreement shall not be recorded by the Tenant unless the Bank previously consents to same, in writing.

UNOFFICIAL COPY

[SIGNATURES AND VERIFICATION ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have hereunto set their respective hands and seals as of the day, month and year first above written.

Zipps JB N Beck, LLC; Jennings Zipps II, LLC, member of Zipps JB N Beck, LLC; Marla Property Partners, LLC, Manager of Jennings Zipps II, LLC

By: [Signature]
Marc J. Goldfarb, Manager of Marla Property Partners, LLC

By: [Signature]
Lawrence G. Goldfarb, Manager of Marla Property Partners, LLC

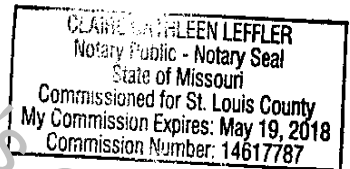
STATE OF Missouri
CITY/COUNTY OF St. Louis

BEFORE ME personally appeared Marc J. Goldfarb, and acknowledged to and before me, an officer duly authorized in the jurisdiction aforesaid to take acknowledgments, that he executed the foregoing on behalf of Zipps JB N Beck, LLC.

GIVEN UNDER my hand and official seal this 11 day of October, 2017.

My Commission expires:
May 19, 2018

[Signature]
Notary Public



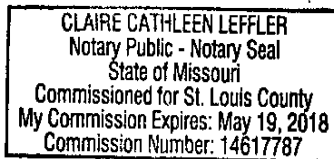
STATE OF Missouri
CITY/COUNTY OF St. Louis

BEFORE ME personally appeared Lawrence G. Goldfarb, and acknowledged to and before me, an officer duly authorized in the jurisdiction aforesaid to take acknowledgments, that he executed the foregoing on behalf of Zipps JB N Beck, LLC.

GIVEN UNDER my hand and official seal this 11 day of October, 2017.

My Commission expires:
May 19, 2018

[Signature]
Notary Public



UNOFFICIAL COPY

TENANT:
Wireless Vision, LLC

By: [Signature] 10/13/17

Title: Kevin Denha
Chief Real Estate Officer

Printed Name: _____

STATE OF MICHIGAN

CITY/COUNTY OF OAKLAND

BEFORE ME personally appeared Kevin Denha, and acknowledged to and before me, an officer duly authorized in the jurisdiction aforesaid to take acknowledgments, that s/he executed the foregoing on behalf of Wireless Vision, LLC

GIVEN UNDER my hand and official seal this 13th day of October, 2017.

My Commission expires: May 22, 2020

[Signature]
Notary Public

LAVA FRANCIS
NOTARY PUBLIC, STATE OF MI
COUNTY OF MACOMB
MY COMMISSION EXPIRES May 22, 2020
ACTING IN COUNTY OF Oakland

Property of CO
Notary Clerk's Office

UNOFFICIAL COPY

BANK:
American Bank of Missouri

By: Susan Nash, SVP

Title: SVP

Printed Name: Susan Nash

STATE OF Missouri

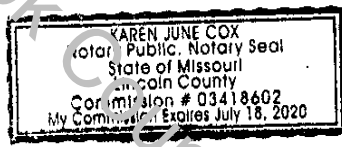
CITY/COUNTY OF Warren

BEFORE ME personally appeared Susan Nash, and acknowledged to and before me, an officer duly authorized in the jurisdiction aforesaid to take acknowledgments, that s/he executed the foregoing on behalf of American Bank of Missouri

GIVEN UNDER my hand and official seal this 12 day of October, 2017.

Karen June Cox
Notary Public

My Commission expires: 7-18-2020



UNOFFICIAL COPY

EXHIBIT "A"

DESCRIPTION OF PROPERTY

PARCEL 1:

PARCEL A: - THE EAST 1/2 OF LOT 9 IN ARTHUR T. MCINTOSH AND COMPANY'S CICERO AVENUE FARMS, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 4, 1943 AS DOCUMENT 13012271 IN COOK COUNTY, ILLINOIS.

PARCEL B: THE EAST 10 FEET OF THE WEST 1/2 OF LOT 9 IN ARTHUR T. MCINTOSH AND COMPANY'S CICERO AVENUE FARMS, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 4, 1943 AS DOCUMENT 13012271, IN COOK COUNTY, ILLINOIS.

PARCEL C: THE SOUTH 10 FEET OF THE EAST 1/2 OF LOT 8 IN ARTHUR T. MCINTOSH AND COMPANY'S CICERO AVENUE FARMS, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 4, 1943 AS DOCUMENT NO. 13012271, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE WEST 1/2 OF LOT 9 (EXCEPT THE WEST 133.35 FEET AND THE EAST 10 FEET OF SAID WEST 1/2 OF LOT 9) IN ARTHUR T. MCINTOSH AND COMPANY'S CICERO AVENUE FARMS, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 4, 1943 AS DOCUMENT 13012271, IN COOK COUNTY, ILLINOIS.

PARCEL 3: GRANTOR'S RIGHTS UNDER THE NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 TO CONSTRUCT, INSTALL, ENLARGE, OPERATE, REPAIR, MAINTAIN, MODIFY, RECONSTRUCT, REPLACE, SUPPLEMENT AND REMOVE FROM TIME TO TIME UTILITY FACILITIES, WHICH MEANS ALL NATURAL GAS SYSTEMS, TELEPHONE SYSTEMS AND ELECTRICAL POWER SYSTEMS BOTH PRIVATE AND PUBLIC, OVER THE "SOUTH PRIVATE UTILITY EASEMENT" AS SHOWN ON EXHIBIT B ATTACHED THERETO, AS CREATED BY THE DECLARATION OF EASEMENTS BY GLAZIER CRESTWOOD III LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, DATED AS OF MARCH 31, 2016 AND RECORDED APRIL 13, 2016 AS DOCUMENT 1610444011.

PARCEL 4: GRANTOR'S RIGHTS UNDER THE EASEMENT FOR INGRESS AND EGRESS TO AND FROM S. CICERO AVENUE AND 135TH STREET FOR THE BENEFIT OF PARCELS 1 AND 2, RECORDED AS DOCUMENT 1719334043.

PINs: 24-33-403-052-0000/24-33-403-063-0000/24-33-403-065-0000/24-33-403-127-0000

Commonly known as: 13430 S. Cicero Avenue, Crestwood, IL 60148