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RECORDING REQUESTED AND
WHEN RECORDED RETURN TO:
NEW ALBERTSON'S, L.P.
250 Parkcenter Boulevard
Boise, ID 83726
Attention: Legal Department – Real Estate

Doc# 1805218064 Fee \$60.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 02/21/2018 02:42 PM PG: 1 OF 12

(Space above this line for Recorder's Use)

#3632
3630 N. Southport
Chicago, IL

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("**Agreement**") is made as of the 10 day of February, 2018, between CHICAGO BODEGA INVESTMENTS, LLC, a Texas limited liability company ("**Landlord**"), NEW ALBERTSONS L.P., and Delaware limited partnership ("**Tenant**"), and THE LINCOLN NATIONAL LIFE INSURANCE COMPANY, an Indiana corporation, or its affiliates, and their successors and assigns ("**Lender**").

RECITALS:

A. Tenant is the holder of a leasehold interest in that certain real property together with all buildings and improvements thereon and all easements, rights and appurtenances thereto located in the City of Chicago, County of Cook, State of Illinois, as legally described on **Schedule I** attached hereto and incorporated herein by this reference ("**Leased Premises**"), pursuant to that certain Lease, dated as of October 31, 2017, between CF Albert Propco LLC, as predecessor-in-interest to Landlord and New Albertson's Inc., predecessor in interest to Tenant. The lease, as may be amended from time to time, shall hereafter be referred to as the "**Lease**"; and

B. Lender has made or has agreed to make a loan to Landlord in the maximum principal amount of \$10,260,000.00, which loan shall be secured by that certain mortgage encumbering all or a part of the Leased Premises, dated as of the date hereof, and to be recorded contemporaneously herewith in the Public Real Estate Records of Cook County, Illinois ("**Mortgage**"); and

C. The parties desire to subordinate the Lease to the Mortgage and to establish certain rights of quiet and peaceful possession to the Leased Premises for Tenant's benefit together with certain obligations of attornment, all in the manner hereafter provided.

Bm

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The foregoing recitals are incorporated into and made an integral part of this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed between the parties as follows:

1. Subject to the terms and conditions set forth in this Agreement, the Tenant agrees that the Lease and the estate conveyed thereby are and shall at all times be subordinate to the Mortgage and to all renewals, modifications, and extensions thereof.

2. Lender agrees that, if no default exists under the Lease which at such time would then permit Landlord to terminate the Lease or to exercise any dispossessory remedy provided for therein: (a) Tenant will not be made a party in any action or proceeding to foreclose the Mortgage or to remove or evict Landlord from the Leased Premises (unless Tenant is deemed to be a necessary party under applicable law in order for Lender to avail itself of and complete the foreclosure and in such event, only to avail itself of and to complete the foreclosure); (b) Tenant will not be evicted or removed from the Leased Premises nor will its possession or right to possession of the Leased Premises under the Lease for the term thereof (including any and all extensions or renewals thereof effected in accordance with any option therefor in the Lease) be terminated or disturbed or in any way interfered with by any action taken by Lender to enforce any rights or remedies under the Mortgage; and (c) Lender, upon succeeding to Landlord's interest in the Leased Premises, will recognize the Lease and Tenant as its direct tenant under the Lease for the full term thereof (including any and all extensions or renewals thereof effected in accordance with any option therefor in the Lease), and, subject to the terms of the Lease and this Agreement, will be bound by and perform all of the obligations of Landlord set forth in the Lease as if said person were originally named therein as the landlord thereunder.

3. In the event that the Lender or any other person acquires title to the Leased Premises pursuant to the exercise of any remedy provided for in the Mortgage or other proceedings brought to enforce the rights of the holder of the Mortgage, by deed in lieu of foreclosure or by any other method, and Lender acquires title to the Leased Premises, the Lease shall not be terminated or affected by said foreclosure or sale resulting from any such proceeding except in accordance with the terms of the Lease, and Lender shall assume the obligations of the Landlord thereunder, except as provided herein.

4. Tenant agrees that, if the interest of Landlord in the Leased Premises shall be transferred to and owned by Lender by reason of foreclosure or other proceeding brought under any present or future lien against Landlord's interest in the Leased Premises, or by any other manner, Tenant shall be bound to the Lender under all of the terms, covenants, conditions and agreements set forth in the Lease for the balance of the term thereof remaining (including any and all extensions or renewals thereof effected in accordance with any option therefor in the Lease) with the same force and effect as if Lender were originally named therein as the landlord thereunder, and Tenant does hereby agree to attorn to Lender as its landlord thereunder so as to

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establish direct privity of estate and contract between Lender and Tenant, said attornment to be effective and self-operative without the execution of any further instrument on the part of either of the parties hereto immediately upon Lender succeeding to the interest of Landlord under the Lease. The parties acknowledge and agree that the Mortgage provides that, under certain circumstances, Lender shall be entitled to collect, receive and demand payment of all or any part of the rent and other sums due and payable to Landlord under the Lease to Lender. The parties agree that: (a) Tenant shall be under no obligation to pay rent or any other sums due and payable to Landlord under the Lease to Lender until such time as Tenant receives written notice from Lender that Lender has succeeded to the interests of Landlord under the Lease; (b) Tenant shall be entitled to rely on any such written notice from Lender and shall not incur any liability to Landlord as a result of such reliance notwithstanding the existence of any dispute between Landlord and Lender with respect to the existence of any default or the satisfaction of any condition under the Mortgage or any other document executed in connection with the transaction which is the subject of the Mortgage which would entitle Lender to collect, receive or demand payment of said amounts from Tenant; and (c) all amounts paid by Tenant to Lender shall be credited toward Tenant's corresponding obligations under the Lease.

5. At such time, if any, as Lender succeeds to the Landlord's interest in the Leased Premises, subject to the terms of this Agreement, Lender assumes and agrees to be bound, by each and every term, covenant, condition and agreement contained in the Lease as if each thereof were set forth herein at length, and each of said terms, covenants, conditions and agreements shall inure to the benefit of and be enforceable by Tenant, its successors and assigns, including, without limitation, the mortgagee or beneficiary under any mortgage or deed of trust on Tenant's interest in the Lease or the Leased Premises, its successors and assigns; provided, however, that notwithstanding anything to the contrary contained herein, Lender shall not be:

- (a) Liable for any act or omission of any prior landlord (including Landlord);
- (b) Bound by any rent or additional rent which Tenant might have paid for more than one (1) month in advance to any prior landlord (including Landlord); or
- (c) Bound by any amendment or modification of the Lease made without Lender's consent.

Lender covenants and agrees that in the event of a conflict, whether in the express provisions or by reason of variation in inclusion of provisions, between the Mortgage and the Lease, the provisions of this Agreement shall govern for all purposes.

6. Lender agrees that all condemnation awards and insurance proceeds payable to Landlord or Lender with respect to the Leased Premises shall be paid and applied to restoration of the Leased Premises in accordance with the provisions for condemnation and casualty under the Lease. In no event shall the lien of the Mortgage affect or constitute a lien or charge on any fixtures, equipment or personal property owned by Tenant, and Tenant may at any time remove any of its fixtures, equipment or personal property from the Leased Premises in accordance with the provisions of the Lease.

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7. For the purpose of this Agreement: (a) the term "**Lease**" shall be deemed to include the Lease as described above in Recital A along with all amendments, modifications and supplements thereto; provided, however, that no such amendment, modification or supplement shall be binding on Lender without Lender's written consent, which consent shall not be unreasonably withheld, conditioned or delayed; (b) the term "**foreclosure**" shall be deemed to include the acquisition of Landlord's interest in the Leased Premises by foreclosure or pursuant to the exercise of any power of sale contained in the Mortgage, or by deed (or assignment) given in lieu of, or in anticipation of, foreclosure or the exercise of any such power of sale, or by any other means whatsoever; and (c) the term "**Lender**" shall be deemed to include anyone who succeeds to Landlord's interest in the Leased Premises pursuant to the Mortgage including, without limitation, any purchaser at foreclosure or pursuant to the exercise of any power of sale contained in the Mortgage, or any grantee of a deed (or assignment) given in lieu of, or in anticipation of, foreclosure or the exercise of any such power of sale.

8. If any term, covenant, condition or agreement contained in this Agreement or the application thereof to any person, firm or entity shall at any time or to any extent be deemed or found to be invalid or unenforceable by operation of law, judicial proceedings or otherwise, the remainder of this Agreement or the application of such term, covenant, condition or agreement to persons or entities or to circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each remaining term, covenant, condition or agreement of this Agreement or the application thereof shall be valid and enforced to the fullest extent permitted by law.

9. All notices given pursuant to this Agreement shall be in writing and shall be given by personal delivery, by United States registered or certified mail, or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the appropriate party at the address set forth below.

Landlord: **CHICAGO BODEGA INVESTMENTS, LLC**
c/o Cardinal Capital Partners, Inc.
Dallas, TX 75219
Attn: Gil J. Besing and Ward McLarahan

with a copy to: **GOLDFARB & FLEECE LLP**
560 Lexington Avenue, 6th Floor
New York, NY 10022
Attn: Douglas H. Gladstone, Esq.

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Tenant: **NEW ALBERTSON'S, L.P.**
 250 Parkcenter Blvd.
 Boise, Idaho 83726
 Attention: Bradley R. Beckstrom, Legal
 Department - Real Estate
 Store No. 3632

with a copy to: **NEW ALBERTSON'S, L.P.**
 250 Parkcenter Boulevard
 Boise, ID 83726
 Attn: Travis M. Molis and Director of Property
 Management

Lender: **THE LINCOLN NATIONAL LIFE
 INSURANCE COMPANY**
 100 North Greene Street
 Greensboro, NC 27401
 Attn: Loan Servicing, Loan No. L1800300

The person and address to which notices are to be given may be changed at any time by any party upon written notice to the other party. All notices given pursuant to this Agreement shall be deemed given upon receipt. For the purpose of this Agreement, the term "**receipt**" shall mean the earlier of any of the following: (a) the date of delivery of the notice or other document to the address specified above as shown on the return receipt; (b) the date of actual receipt of the notice or other document by the person or entity specified pursuant to this section; or (c) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of: (i) the date of the attempted delivery or refusal to accept delivery; (ii) the date of the postmark on the return receipt; or (iii) the date of receipt of notice of refusal or notice of non-delivery by the sending party. Tenant further agrees to send to Lender at the address above copies of those notices given to Landlord pursuant to the terms of the Lease which relate to Tenant's or Landlord's default, insurance, casualty, or condemnation, at the same time notice is given to Landlord. Tenant shall notify Lender in writing at the address set forth above of the occurrence of any default or event of default by Landlord under the Lease which would give Tenant the right to cancel or terminate the Lease; and Tenant will grant to Lender thirty (30) days in which to cure Landlord's default; provided, however, that in the case of any default which cannot with diligence be cured within said thirty (30) day period, if Lender shall proceed promptly to commence curing such default and thereafter prosecute the curing of such default with diligence and continuity, the time within such default may be cured shall be extended for such period as may be necessary for Lender to complete the curing of such default with diligence and continuity, not to exceed 75 days; provided, further, that Lender shall give Tenant written notice of Lender's intent to cure Landlord's default within ten (10) business days of receipt of Tenant's notice of Landlord's default. Tenant agrees that it will not terminate or cancel the Lease on account of such default until such notice to Lender has been given, and Lender has had the opportunity to cure any such default. Should Lender fail to so

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notify Tenant of Lender's intent to cure Landlord's default within said ten (10) business days, then Tenant shall have all available rights and remedies (including the right to cure Landlord's default) under the Lease, at law and/or in equity. It is expressly understood and agreed that the above shall not be deemed to create any obligation of Lender to cure any such default or defaults.

10. If any litigation is commenced between the parties hereto concerning this Agreement or the rights or obligations of any party in relation thereto, the prevailing party in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for its attorney's fees in such litigation (including any appeal thereof), which sum shall be determined by the court in such litigation or in a separate action brought for that purpose.

11. This Agreement shall bind and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns, including, without limitation, the mortgagee or beneficiary under any mortgage or deed of trust on Tenant's interest in the Lease or the Leased Premises, its successors and assigns.

12. This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original and all of which together shall constitute but one and the same instrument, and shall be effective upon execution of one or more of such counterparts by each of the parties hereto.

13. This Agreement contains the entire agreement between the parties and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. This Agreement may not be modified in any manner whatsoever except by an instrument in writing signed by each of the parties hereto.

14. In construing the provisions of this Agreement and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

15. Lender shall, at its expense, promptly record this Agreement in the Public Real Estate Records of Cook County, Illinois, and the original, recorded Agreement shall be promptly provided by Lender to Tenant.

16. The submission of this Agreement for examination, or its negotiation or the negotiation of the transaction described herein, does not constitute an offer to subordinate the Lease, and execution of this Agreement by Landlord and/or by Lender does not constitute a binding agreement until such time as this Agreement has been executed by all other parties, including by an authorized officer of Tenant, and a fully-executed and acknowledged original of this Agreement has been delivered to all parties. If this Agreement is not executed by both Landlord and Lender and a fully executed and acknowledged original delivered to Albertson's Legal Department at the address set forth herein on or before March 30, 2018, then Tenant shall consider the request for this Agreement withdrawn and Tenant's execution hereof shall be of no force or effect.

[END OF TEXT; SIGNATURE PAGE IMMEDIATELY FOLLOWS]

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

LENDER:

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY,
an Indiana corporation

By: _____
Name: _____
Its: _____

TENANT:

NEW ALBERTSON'S, L.P.,
an Delaware limited partnership

By: _____ *RW*
Name: _____
Its: **BRADLEY R. BECKSTROM**
AUTHORIZED SIGNATORY

LANDLORD:

CHICAGO BODEGA INVESTMENTS, LLC
a Texas limited liability company

By: _____
Name: Gilbert Besing
Its: Manager

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STATE OF _____)
) ss.
County of _____)

On this _____ day of _____, 20__, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, to me known to be the _____ of _____, the _____ that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires:

Notary Public in and for the
State of _____
Residing at _____

STATE OF Idaho)
) ss.
County of Ada)

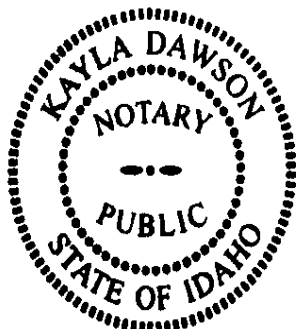
On this 13th day of February, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Bradley R. Beckstrom to me known to be the Authorized Signatory of New Advertisers L.P., the Tenant/Entity that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires:

12/14/2022

Kayla Dawson
Notary Public in and for the
State of Idaho
Residing at Boise, Idaho



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

LENDER:

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY,
an Indiana corporation

By: _____
Name: _____
Its: _____

TENANT:

NEW ALBERTSON'S, L.P.,
an Delaware limited partnership

By: _____
Name: _____
Its: _____

LANDLORD:

CHICAGO BODEGA INVESTMENTS, LLC,
a Texas limited liability company

By: _____
Name: Gilbert Besing
Its: Manager

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STATE OF Texas CALIFORNIA)
County of Dallas) ss.

On this 13th day of February, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Gilbert Besing, to me known to be the Manager of Chicago Bodega Investments, LLC, the Landlord that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires:

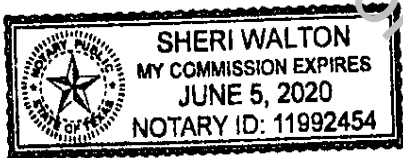
6/5/20

Sheri Walton

Notary Public in and for the

State of Texas

Residing at Dallas, TX



Property of Cook County Clerk's Office

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SCHEDULE I

Legal Description of the Leased Premises

Real property in the City of Chicago, County of Cook, State of Illinois, described as follows:

LOT 1 THROUGH 18 IN BLOCK 4 IN SICKEL AND HUFFMEYER'S SECOND ADDITION TO LANE PARK IN THE SOUTH EAST QUARTER OF THE SOUTH WEST QUARTER OF THE NORTH WEST QUARTER OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN. IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 14-20-122-018-0000 Vol. 483 (Lots 1 & 2)
Permanent Index Number: 14-20-122-019-0000 Vol. 483 (Lot 3)
Permanent Index Number: 14-20-122-020-0000 Vol. 483 (Lot 4)
Permanent Index Number: 14-20-122-021-0000 Vol. 483 (Lot 5)
Permanent Index Number: 14-20-122-022-0000 Vol. 483 (Lot 6)
Permanent Index Number: 14-20-122-023-0000 Vol. 483 (Lots 7 – 9)
Permanent Index Number: 14-20-122-024-0000 Vol. 483 (Lot 10)
Permanent Index Number: 14-20-122-025-0000 Vol. 483 (Lot 11)
Permanent Index Number: 14-20-122-026-0000 Vol. 483 (Lot 12)
Permanent Index Number: 14-20-122-027-0000 Vol. 483 (Lot 13)
Permanent Index Number: 14-20-122-028-0000 Vol. 483 (Lot 14)
Permanent Index Number: 14-20-122-029-0000 Vol. 483 (Lot 15)
Permanent Index Number: 14-20-122-030-0000 Vol. 483 (Lot 16)
Permanent Index Number: 14-20-122-031-0000 Vol. 483 (Lot 17)
Permanent Index Number: 14-20-122-032-0000 Vol. 483 (Lot 18)

3630 North Southport Avenue
Chicago, IL 60613

Cook County Clerk's Office