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AND AFTER RECORDING RETURN
TO:

Clark Hill PLC
130 East Randolph Street
Suite 3900
Chicago, IL 60601
Attn: Chad M. Poznansky, Esq.

40037150 (30=4)



Doc# 1808729102 Fee \$54.00

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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 03/28/2018 04:04 PM PG: 1 OF 9

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (the "Agreement") is made and entered into as of the 28th day of March, 2018, by and between ATRIUM EVENTS, LLC, an Illinois limited liability company ("Tenant"), NEVERMORE VENTURES, LLC, an Illinois limited liability company ("Landlord"), and HEARTLAND BANK AND TRUST COMPANY, an Illinois banking association, its successors and assigns ("Lender").

RECITALS:

A. Lender is the holder of a certain Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated effective as of March 28, 2018, to be recorded concurrently herewith (as amended from time to time, the "Mortgage") encumbering the Real Estate (hereinafter defined) and securing a maximum principal indebtedness in an amount equal to SEVEN MILLION FIVE HUNDRED THOUSAND and 00/100 Dollars (\$7,500,000.00).

B. Tenant has entered into a lease agreement (such lease agreement hereinafter being referred to as "Lease Agreement," and the Lease Agreement, together with all amendments and modifications thereof, hereinafter being referred to as "Lease") dated January 1, 2018 with Landlord (or Landlord's predecessor-in-interest), pursuant to which Tenant leased the certain premises ("**Leased Premises**") consisting of approximately 34,867 square feet of space in the building ("**Building**") on the parcel of land ("**Land**") legally described in Exhibit A attached hereto (the Land and Building herein being collectively referred to as "**Real Estate**").

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

1. Tenant represents and warrants to Lender that the Lease constitutes the entire agreement between Tenant and Landlord with respect to the Leased Premises and there are no other agreements, written or verbal, governing the tenancy of Tenant with respect to the Leased Premises.

2. Tenant has executed and delivered to Lender a certain Tenant Estoppel Certificate (the "**Estoppel Certificate**") dated on or about the date hereof. The provisions of the Estoppel Certificate are hereby incorporated into this Agreement as if fully set forth in this Agreement in their entirety, and Tenant acknowledges that Lender will be relying on the statements made in the Estoppel Certificate in determining whether to disburse the proceeds of the loan secured by the Mortgage and whether to enter into this Agreement.

3. Prior to pursuing any remedy available to Tenant under the Lease, at law or in equity as a result of any failure of Landlord to perform or observe any covenant, condition, provision or obligation to be performed or observed by Landlord under the Lease (any such failure hereinafter referred to as a "**Landlord's Default**"), Tenant shall: (a) provide Lender with a notice of Landlord's Default specifying the nature thereof, the section of the Lease under which same arose and the remedy which Tenant will elect under the terms of the Lease or otherwise, and (b) allow Lender not less than thirty (30) days following receipt of such notice of Landlord's Default to cure the same; provided, however, that, if such Landlord's Default is not readily curable within such thirty (30) day period, Tenant shall give Lender such additional time as Lender may reasonably need to obtain possession and control of the Real Estate and to cure such Landlord's Default so long as Lender is diligently pursuing a cure. Tenant shall not pursue any remedy available to it as a result of any Landlord's Default unless Lender fails to cure same within the time period specified above. For purposes of this Paragraph 3, a Landlord's Default shall not be deemed to have occurred until all grace and/or cure periods applicable thereto under the Lease have lapsed without Landlord having effectuated a cure thereof.

4. Tenant covenants with Lender that the Lease shall be subject and subordinate to the lien and all other provisions of the Mortgage and to all modifications and extensions thereof, to the full extent of all principal, interest and all other amounts now or hereafter secured thereby and with the same force and effect as if the Mortgage had been executed and delivered prior to the execution and delivery of the Lease. Without limiting the generality of the foregoing subordination provision, Tenant hereby agrees that any of its right, title and interest in and to insurance proceeds and condemnation awards (or other similar awards arising from eminent domain proceedings) with respect to damage to or the condemnation (or similar taking) of any of the Real Estate, shall be subject and subordinate to Lender's right, title and interest in and to such proceeds and awards.

5. Tenant acknowledges that Landlord has collaterally assigned to Lender all leases affecting the Real Estate, including the Lease, and the rents and other amounts, including, without limitation, lease termination fees, if any, due and payable under such leases. In connection therewith, Tenant agrees that, upon receipt of a notice of a default by Landlord under

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such assignment and a demand by Lender for direct payment to Lender of the rents due under the Lease, Tenant will honor such demand and make all subsequent rent payments directly to Lender. Tenant further agrees that any Lease termination fees payable under the Lease shall be paid jointly to Landlord and Lender.

6. Lender agrees that so long as Tenant is not in default under the Lease:

(a) Tenant shall not be named or joined as a party in any suit, action or proceeding for the foreclosure of the Mortgage or the enforcement of any rights under the Mortgage (unless Tenant is a necessary party under applicable law); and

(b) The possession by Tenant of the Leased Premises and Tenant's rights thereto shall not be disturbed, affected or impaired by, nor will the Lease or the term thereof be terminated or otherwise materially adversely affected by (i) any suit, action or proceeding for the foreclosure of the Mortgage or the enforcement of any rights under the Mortgage, or by any judicial sale or execution or other sale of the Leased Premises, or any deed given in lieu of foreclosure, or (ii) any default under the Mortgage;

7. If Lender or any future holder of the Mortgage shall become the owner of the Real Estate by reason of foreclosure of the Mortgage or otherwise, or if the Real Estate shall be sold as a result of any action or proceeding to foreclose the Mortgage or transfer of ownership by deed given in lieu of foreclosure, the Lease shall continue in full force and effect, without necessity for executing any new lease, as a direct lease between Tenant and the new owner of the Real Estate as "landlord" upon all the same terms, covenants and provisions contained in the Lease (subject to the exclusions set forth in subparagraph (b) below), and in such event:

(a) Tenant shall be bound to such new owner under all of the terms, covenants and provisions of the Lease for the remainder of the term thereof (including the extension periods, if Tenant elects or has elected to exercise its options to extend the term), and Tenant hereby agrees to attorn to such new owner and to recognize such new owner as "landlord" under the Lease without any additional documentation to effect such attornment (provided, however, if applicable law shall require additional documentation at the time Lender exercises its remedies then Tenant shall execute such additional documents evidencing such attornment as may be required by applicable law);

(b) Such new owner shall be bound to Tenant under all of the terms, covenants and provisions of the Lease for the remainder of the term thereof (including the extension periods, if Tenant elects or has elected to exercise its options to extend the term); provided, however, that such new owner shall not be:

(i) liable for any act or omission of any prior landlord (including Landlord);

(ii) subject to any offsets or defenses which Tenant has against any prior landlord (including Landlord) unless Tenant shall have provided Lender with (A) notice of the Landlord's Default that gave rise to such offset or defense

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and (B) the opportunity to cure the same, all in accordance with the terms of Paragraph 3 above;

(iii) bound by any base rent, percentage rent, additional rent or any other amounts payable under the Lease which Tenant might have paid in advance for more than the current month to any prior landlord (including Landlord);

(iv) liable to refund or otherwise account to Tenant for any security deposit not actually paid over to such new owner by Landlord;

(v) bound by any amendment or modification of the Lease made without Lender's consent;

(vi) bound by, or liable for any breach of, any representation or warranty or indemnity agreement contained in the Lease or otherwise made by any prior landlord (including Landlord); or

(vii) personally liable or obligated to perform any such term, covenant or provision, such new owner's liability being limited in all cases to its interest in the Real Estate.

8. Any notices, communications and waivers under this Agreement shall be in writing and shall be (i) delivered in person, (ii) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or (iii) by overnight express carrier, addressed in each case as follows:

To Lender: Heartland Bank and Trust Company
4456 Wolf Road
Western Springs, Illinois 60558
Attn: Justin Kennedy

With a copy to: Clark Hill PLC
130 East Randolph Street
Suite 3900
Chicago, IL 60601
Attn: Chad M. Poznansky, Esq.

To Tenant: Atrium Events, LLC
4325 N. Ravenswood Avenue
Chicago, Illinois 60613
Attn: Marc A. Bushala

With a copy to: Phoenix Group Management, LLC
113-119 W. Hubbard Street, 5th Floor
Chicago, Illinois 60654
Attn: Marc Bushala

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To Landlord: Nevermore Ventures, LLC
113-119 W. Hubbard Street
5th Floor
Chicago, Illinois 60654
Attn: Marc Bushala

With a copy to: Law Office of Erika L. Kruse
28755 W. Harvest Glen Cir.
Cary, Illinois 60013
Attn: Erika Kruse

or to any other address as to any of the parties hereto, as such party shall designate in a written notice to the other party hereto. All notices sent pursuant to the terms of this Paragraph shall be deemed received (i) if personally delivered, then on the date of delivery, (ii) if sent by overnight, express carrier, then on the next federal banking day immediately following the day sent, or (iii) if sent by registered or certified mail, then on the earlier of the third federal banking day following the day sent or when actually received.

9. Tenant acknowledges and agrees that Lender will be relying on the representations, warranties, covenants and agreements of Tenant contained herein and that any default by Tenant hereunder shall permit Lender, at its option, to exercise any and all of its rights and remedies at law and in equity against Tenant and to join Tenant in a foreclosure action thereby terminating Tenant's right, title and interest in and to the Leased Premises.

10. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns and any nominees of Lender, all of whom are entitled to rely upon the provisions hereof. This Agreement shall be governed by the laws of the State of Illinois.

11. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof. Electronic records of executed Loan Documents maintained by the Lender shall be deemed to be originals.

[Remainder of the page intentionally left blank.]

[Signature page to follow.]

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IN WITNESS WHEREOF, the parties hereto have executed this Subordination, Non-Disturbance and Attornment Agreement as of the day and year first above written.

LANDLORD:

NEVERMORE VENTURES, LLC,
an Illinois limited liability company

By: Phoenix Group Management, LLC,
an Alaska limited liability company

Its: Manager

By: 

Name: Marc Bushala

Its: Manager

STATE OF Illinois)
) SS.
COUNTY OF Cook)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that Marc Bushala, the Manager of Phoenix Group Management, LLC, an Alaska limited liability company, as the Manager of NEVERMORE VENTURES, LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he signed and delivered the said 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 therein set forth.

GIVEN under my hand and notarial seal this 15th day of March, 2018.


Notary Public

My Commission Expires:

Aug 11, 2020




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TENANT:

ATRIUM EVENTS, LLC,
an Illinois limited liability company

By: Phoenix Group Management, LLC,
an Alaska limited liability company

Its: Manager

By: 
Name: Marc Bushala
Its: Manager

STATE OF Illinois)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that Marc Bushala, the Manager of Phoenix Group Management, LLC, an Alaska limited liability company, as the Manager of ATRIUM EVENTS, LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he signed and delivered the said 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 therein set forth.

GIVEN under my hand and notarial seal this 15th day of March, 2018.


Notary Public

My Commission Expires:

Aug 11, 2020



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LENDER:

HEARTLAND BANK & TRUST COMPANY,
an Illinois banking association

By: [Signature]
Name: JUSTIN KENNEDY
Its: VICE PRESIDENT

STATE OF IL)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that Justin Kennedy, the vice president of HEARTLAND BANK & TRUST COMPANY, an Illinois banking association, 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/she signed and delivered the said instrument as his/her 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 19th day of March, 2018.

[Signature]
Notary Public

My Commission Expires:

9/28/2021



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EXHIBIT A

Legal Description of Real Estate

Parcel 1:

LOTS 20 AND 21 IN BLOCK 24 IN RAVENSWOOD, A SUBDIVISION IN SECTIONS 17 AND 18 IN TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 14-18-403-002-0000

Common Address: 4343 N. Ravenswood Avenue, Chicago, Illinois 60613

Parcel 2:

LOTS 18 AND 19 IN BLOCK 24 IN RAVENSWOOD, A SUBDIVISION IN SECTIONS 17 AND 18 IN TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 14-18-403-003-0000

Common Address: 4325 N. Ravenswood Avenue, Chicago, Illinois 60613

Property of Cook County Clerk's Office