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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 04/19/2018 10:09 AM PG: 1 OF 10

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

Dated: March 17, 2018

Location: 6059-6201 North Lincoln Avenue, Chicago, Illinois 60659

County: Cook

PREPARED BY AND UPON
RECORDATION RETURN TO:

Nelson Mullins Riley & Scarborough, LLP
201 17th Street, Suite 1700
Atlanta, Georgia 30363
Attention: Rusty A. Fleming, Esq.

T.J. MAXX OF IL, LLC

(Tenant)

Property of Cook County Clerk's Office

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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is made and entered into as of March 27, 2018, by and among BSPRT 2017-FL2 ISSUER, LTD., an exempted company incorporated in the Cayman Islands with limited liability, as successor-in-interest to Benefit Street Partners Realty Operating Partnership, L.P., a Delaware limited partnership (together with its any of its successors and/or assigns any servicer, "Lender"), TCB- LINCOLN VILLAGE, LLC, an Illinois limited liability company ("Landlord") and T.J. MAXX OF IL, LLC, a Virginia limited liability company ("Tenant").

RECITALS:

WHEREAS, Lender has made a loan (the "Loan") to Landlord (defined below), which Loan is given pursuant to the terms and conditions of a Loan Agreement between Lender and Landlord (the "Loan Agreement"). The Loan is evidenced by a certain promissory note given by Landlord to Lender (the "Note") and secured by a certain mortgage, deed of trust or deed to secure debt dated as of even date with the Note, given by Landlord to Lender (the "Mortgage") and an Assignment of Leases and Rents (the "Lease Assignment"), which encumbers the fee estate of Landlord in Lincoln Village Shopping Center located in Chicago, Illinois described in Exhibit A attached hereto (the "Property"); and

WHEREAS, Landlord and Tenant are the current holders of the interests of landlord and tenant under a Lease dated as of March 27, 2018 as the same has been amended from time to time (the "Lease"), whereby Landlord demised to Tenant a portion of the Property (the "Demised Premises"). All capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Lease.

NOW THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Tenant, Landlord and Lender, intending to be legally bound hereby, covenant and agree as follows:

1. **SUBORDINATION**. This Lease shall be and is hereby made subordinate to the lien of (but not the terms and conditions of) the Mortgage and to all increases, renewals, modifications, amendments, consolidations and extensions thereof.

2. **NON-DISTURBANCE**. Provided that Tenant is not in default under the Lease of such a nature as would permit Landlord to terminate the Lease pursuant to default provisions of the Lease, Lender shall not, in the exercise of any right, remedy, or privilege granted by the Mortgage or any other Loan Documents (as defined in the Loan Agreement), or otherwise available to Lender at law or in equity:

(i) disturb Tenant's possession, enjoyment, use or occupancy of the Demised Premises and the appurtenant rights thereto under the Lease during the term of the Lease (including any extensions, renewal, or modification thereof); or

(ii) join or name Tenant as a party to any foreclosure or other proceeding instituted by Lender to enforce the terms of the Mortgage or any other Loan Documents (as defined in the Loan Agreement) against Landlord, unless such joinder shall be required by law; provided, however, such joinder shall not result in the termination of the Lease.

In the event Lender comes into possession of or acquires title to all or any portion of the Property as a result of any enforcement of the Mortgage, or any other means, Tenant shall peaceably and quietly have, hold and enjoy the Demised Premises and the rights of Tenant appurtenant thereto for the term of the Lease as the same may be extended, subject to the terms, covenants, conditions, provisions and agreements thereof.

3. **ATTORNMENT**. In the event Lender comes into possession of all or any portion of the Property without acquiring title, Lender agrees to recognize Tenant's possession of the Demised Premises and Tenant agrees to attorn to and accept Lender as landlord under the Lease,

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but only for the period of Lender's possession of the Premises, subject to all of the terms and conditions of the Lease. In the event Lender comes to acquire title to all or any portion of the Property as a result of foreclosure or other enforcement of the Mortgage, or as a result of any other means, Lender agrees to recognize Tenant's possession of the Demised Premises and Tenant agrees to attorn to and accept Lender as landlord under the Lease for the balance then remaining of the term of the Lease, subject to all of the terms and conditions of the Lease.

Upon any attornment under this Paragraph 3, the Lease shall continue in full force and effect as a direct lease between Tenant and Lender and Lender will assume and perform all of Landlord's obligations under the Lease except that Lender shall not be:

- A. liable for any damages for any breach, act or omission of any prior landlord under the Lease except for acts or omissions of a continuing nature which continue after such time as Lender comes into possession of or acquires title to all or any portion of the Property;
- B. subject to any offsets, claims or defenses which Tenant might have against any prior landlord including Landlord except to the extent such right of offset or defense is specifically set forth in the Lease, or unless Lender was previously notified of the act or event giving rise to such offset or defense; or
- C. bound by any rent or additional rent or other payment in lieu of rent which Tenant might have paid to any prior landlord more than thirty (30) days in advance of its due date under the Lease, unless such prepayment is required pursuant to the terms of the Lease;
- D. bound by any amendment or modification to the Lease which has the effect of decreasing the rent payable under the Lease, or decreasing the term of the Lease made without Lender's written consent which consent shall not be unreasonably withheld, conditioned or delayed; or
- E. be liable for any security deposit unless actually received by Lender.

4. RENTS. Landlord hereby advises Tenant that the Lease Assignment provides for the direct payment to Lender of all rents and other monies due and to become due to Landlord under the Lease upon the occurrence of certain conditions as set forth in the Lease Assignment without Lender's taking possession of the Demised Premises or otherwise assuming Landlord's position or any of Landlord's obligations under the Lease. After written notice is given to Tenant by Lender that Landlord has defaulted under the Mortgage and that the rentals under the Lease should be paid to Lender, Tenant shall pay to Lender, or in accordance with the direction of Lender all rentals and other monies due and to become due to the Landlord under the Lease, and Landlord hereby expressly authorizes Tenant to make such payments as directed by Lender and hereby releases and discharges Tenant of, and from any liability to Landlord on account of any such payments. Tenant shall have no responsibility to ascertain whether such demand by Lender is permitted under the Mortgage or the Lease Assignment. Furthermore, in connection with the aforesaid, and notwithstanding anything to the contrary contained elsewhere, Landlord, its successor and/or assigns hereby agree to indemnify and hold harmless Tenant against any expenses, claims, losses, or damages incurred by Tenant resulting from or arising out of claims by Landlord, its successors or assigns that such rental payments should not have been, or cannot be, made to Lender or the like.

5. DEFAULT NOTICES TO LENDER. So long as the Mortgage is in force and effect, Tenant agrees not to terminate the Lease by reason of default by Landlord under the Lease without giving prior written notice thereof to Lender and Lender shall have the right (but not the obligation) until Lender comes into possession of or acquires title to all or any part of the Property) to cure any of Landlord's defaults under the Lease within the same time period as is available to Landlord for the curing thereof under the Lease after receipt of such notice except Tenant shall have the right to exercise its enumerated termination rights set forth in the Lease without giving Lender notice or the opportunity to cure.

7. NOTICES. All notices and other communications pursuant to the provisions of this Agreement shall be in writing and shall be sent by registered or certified mail, postage prepaid,

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return receipt requested, or by a reputable commercial overnight carrier that provides a receipt, such as Federal Express or Airborne Express, and shall be deemed given when received and addressed as noted below, or to such other address or addresses as shall from time to time be designated by notice by any party to the others as herein provided.

If to Tenant c/o The TJX Companies, Inc.
770 Cochituate Road
Framingham, MA 01701
Attn: Vice President - Real Estate

If to Lender: BSPRT 2017-FL2 ISSUER, LTD.
142 W. 57th Street, Suite 1201
New York, New York 10019
Attention: Micah Goodman, General Counsel

With a copy to: Nelson Mullins Riley & Scarborough, LLP
201 17th Street, Suite 1700
Atlanta, Georgia 30363
Attention: Rusty A. Fleming, Esq.

Any party may change the place that notices are to be sent by written notice delivered in accordance with this Agreement.

7. SUCCESSORS AND ASSIGNS. As used in this Agreement, the term "Tenant" shall mean Tenant and any subsequent holder or holders of an interest of the lessee under the Lease, and the term "Lender" shall mean Lender or any other subsequent holder or holders of the Mortgage or any party becoming a mortgagee in possession or acquiring title to the Property or the Demised Premises by purchase at a foreclosure sale, deed in lieu of foreclosure, other enforcement of the Mortgage, by deed of the Lender or otherwise. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns. The terms Lease, Mortgage and Lease Assignment shall include any and all amendments, modifications, replacements, substitutions, extensions, renewals and supplements thereto. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceable shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8. RECORDATION. Mortgagee agrees to record this agreement promptly upon full execution of the same. Upon recorded satisfaction of the Mortgage, this Agreement shall become null and void and be of no further effect.

9. NO VERBAL MODIFICATIONS. This Agreement may not be modified in any manner or terminated except by an instrument in writing executed by the parties hereto.

10. GOVERNING LAW. This Agreement shall be deemed to be a contract entered into pursuant to the laws of the State where the Property is located and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State where the Property is located.

11. INAPPLICABLE PROVISIONS. If any term, covenant or condition of this Agreement is held to be invalid, illegal or unenforceable in any respect, this Agreement shall be construed without such provision.

12. DUPLICATE ORIGINALS; COUNTERPARTS. This Agreement may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original. This Agreement may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single

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Agreement. The failure of any party hereto to execute this Agreement, or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder.

13. NUMBER AND GENDER. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

14. AUTHORITY. The individuals executing this Agreement hereby represent and warrant that they are empowered and duly authorized to so execute this agreement on behalf of the parties they represent.

[This page ends here.]

**COOK COUNTY
RECORDER OF DEEDS**

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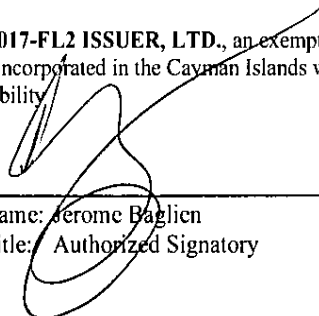
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

LENDER:

BSPRT 2017-FL2 ISSUER, LTD., an exempted company incorporated in the Cayman Islands with limited liability

By: _____

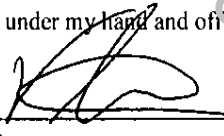
Name: Jerome Baglien
Title: Authorized Signatory



STATE OF NY)
COUNTY OF NY) ss.

I, Victoria Kuhne, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Jerome Baglien, as Authorized Signatory of BSPRT 2017-FL2 ISSUER, LTD., an exempted company incorporated in the Cayman Islands with limited liability, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as Authorized Signatory, 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 exempted company incorporated in the Cayman Islands with limited liability, for the uses and purposes therein set forth.

Given under my hand and official seal, this 22 day of March, 2017.



Notary Public

My Commission Expires: _____

(Seal)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

Victoria A. Kuhne
Notary Public, State of New York
No. 01KU6328486
Qualified in New York County
Commission Expires August 3, 2019

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TENANT:

T.J. MAXX OF IL, LLC
a Virginia limited liability company

By: *Alicia C. Kelly*
Alicia C. Kelly
Secretary

By: *David L. Averill*
David L. Averill
Vice President

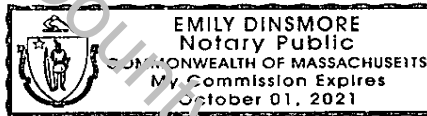
STATE OF MA)
)
COUNTY OF Middlesex) ss

BE IT REMEMBERED, that on this 2nd day of April ~~March~~ 2018, before me the undersigned, a Notary Public in and for the county and state aforesaid, came Alicia C. Kelly, the Secretary of T.J. Maxx of IL, LLC, a Virginia limited liability company, who is personally known to me to be the same person who executed the within instrument of writing in such capacity and on behalf of said limited liability companies, and such person duly acknowledged the execution of the same to be the act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal, the day and year last above written.

Emily Dinsmore
Printed Name: Emily Dinsmore
Notary Public

My commission expires:



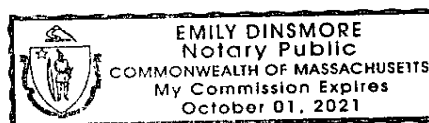
STATE OF MA)
)
COUNTY OF Middlesex) ss

BE IT REMEMBERED, that on this 2nd day of April ~~March~~ 2018, before me the undersigned, a Notary Public in and for the county and state aforesaid, came David L. Averill, the Vice President of T.J. Maxx of IL, LLC, a Virginia limited liability company, who is personally known to me to be the same person who executed the within instrument of writing in such capacity and on behalf of said limited liability companies, and such person duly acknowledged the execution of the same to be the act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal, the day and year last above written.

Emily Dinsmore
Printed Name: Emily Dinsmore
Notary Public

My commission expires:



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EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

PARCEL 1:

THAT PART OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF THE RIGHT OF WAY OF THE SANITARY DISTRICT OF CHICAGO AND THE CENTER LINE OF LINCOLN AVENUE, AS FORMERLY LOCATED, THENCE NORTHWESTERLY ALONG THE CENTER LINE OF LINCOLN AVENUE AS FORMERLY LOCATED 1200 FEET; THENCE NORTHEASTERLY ON A LINE AT RIGHT ANGLES TO SAID CENTER LINE OF LINCOLN AVENUE, 168.80 FEET; THENCE EAST, 679.50 FEET TO SAID WEST LINE OF THE RIGHT OF WAY OF THE SANITARY DISTRICT OF CHICAGO, THENCE SOUTHERLY ALONG THE WEST LINE OF SAID RIGHT OF WAY, 918.73 FEET TO THE POINT OF BEGINNING (EXCEPT THAT PART LYING SOUTHWESTERLY OF A LINE 83.00 FEET NORTHEASTERLY OF AND PARALLEL TO THE SOUTHERLY OR SOUTHWESTERLY LINE OF LINCOLN AVENUE, AS FORMERLY LOCATED) AND EXCEPTING THAT PART OF THE PREMISES IN QUESTION, DESCRIBED AS FOLLOWS:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF LINCOLN AVENUE AND THE CENTER LINE OF KIMBALL AVENUE, EXTENDED NORTH; THENCE NORTHWESTERLY, 20.90 FEET ALONG THE CENTER LINE OF LINCOLN AVENUE EXTENDED TO A POINT; THENCE NORTHEASTERLY 50 FEET ALONG A LINE FORMING AN ANGLE OF 90 DEGREES WITH THE LAST DESCRIBED COURSE, TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF LINCOLN AVENUE, WHICH IS THE POINT OF BEGINNING; BEGINNING AT AFORESAID DESCRIBED POINT; THENCE NORTHEASTERLY, 118.80 FEET, ALONG A LINE FORMING AN ANGLE OF 90 DEGREES WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF LINCOLN AVENUE TO A POINT; THENCE EASTERLY, 93.56 FEET ALONG A LINE FORMING AN ANGLE OF 49 DEGREES, 16 MINUTES TO THE RIGHT WITH THE PROLONGATION OF THE SAID LAST DESCRIBED COURSE TO A POINT; THENCE SOUTHWESTERLY 179.85 FEET ALONG A LINE FORMING AN ANGLE OF 130 DEGREES, 44 MINUTES TO THE RIGHT WITH THE PROLONGATION OF SAID LAST DESCRIBED COURSE TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF LINCOLN AVENUE; THENCE NORTHWESTERLY 70.90 FEET ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF LINCOLN AVENUE TO THE POINT OF BEGINNING, AS CONDEMNED FOR KIMBALL AVENUE ON PETITION OF THE CITY OF CHICAGO FILED JULY 6, 1933, CASE B-271453, CIRCUIT COURT OF COOK COUNTY, ILLINOIS AND ALSO EXCEPT THAT PART CONVEYED BY DEED RECORDED AUGUST 3, 2001 AS DOCUMENT NUMBER 0010707219 TO THE PEOPLE OF THE STATE OF ILLINOIS-DEPARTMENT OF TRANSPORTATION-FOR HIGHWAY PURPOSES.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED AND DEFINED IN AN EASEMENT AGREEMENT DATED JULY 16, 1984 AND RECORDED JANUARY 10, 1985 AS DOCUMENT 27402551 AND REFERENCED IN DOCUMENT NUMBER 88119667 FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS OVER, UPON AND ACROSS THE FOLLOWING DESCRIBED PARCEL:

THAT PART OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING

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SOUTHEASTERLY OF KIMBALL AVENUE (MCCORMICK BOULEVARD),
NORTHEASTERLY OF THE CENTERLINE OF LINCOLN AVENUE AND
WESTERLY OF THE WEST LINE OF THE SANITARY DISTRICT OF CHICAGO,
DESCRIBED AS FOLLOWS:

BEING A STRIP OF LAND 12 FEET WIDE AS MEASURED AT RIGHT ANGLES, LYING
NORTH OF THE FOLLOWING DESCRIBED LINES:

BEGINNING AT A POINT ON THE WESTERLY LINE OF THE SANITARY DISTRICT OF
CHICAGO, 918.73 FEET NORTHWESTERLY OF THE CENTER LINE OF LINCOLN
AVENUE; THENCE NORTH 90 DEGREES WEST, 585.57 FEET TO A POINT OF
TERMINATION OF THE SAID LINE ON THE EASTERLY LINE OF MCCORMICK
BOULEVARD, 230.13 FEET NORTHERLY OF THE CENTER LINE OF LINCOLN
AVENUE, AS MEASURED ALONG THE EASTERLY LINE OF MCCORMICK
BOULEVARD; AND BOUNDED ON THE EAST BY THE WEST LINE OF THE SANITARY
DISTRICT OF CHICAGO AND ON THE WEST BY THE EASTERLY RIGHT OF WAY
LINE OF MCCORMICK BOULEVARD, ALL IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBERS:

13-02-220-027-0000

13-02-220-028-0000