

FIRST AMERICAN TITLE INSURANCE COMPANY

When recorded return to:

WELLS FARGO BANK,

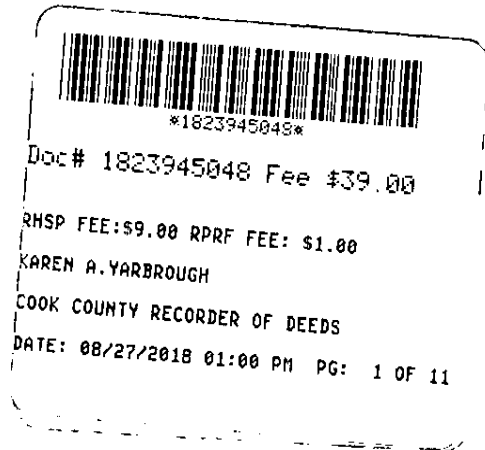
NATIONAL ASSOCIATION

420 Montgomery Street, 6th Floor

San Francisco, California 94104

ATTN: Loan Administration

Loan No.: 33-0937158



SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") dated as of August, 2018, is made by and between WELLS FARGO BANK, NATIONAL ASSOCIATION with offices at c/o Wells Fargo Commercial Mortgage Servicing, 401 South Tryon Street, 8th Floor, Charlotte, North Carolina 28202 ("Lender"), WF CLYBOURN GALLERIA LLC, a Delaware limited liability company with offices at 11440 San Vicente Boulevard, Ste 200, Los Angeles, CA 90049 Attention: Joe Dykstra and Matt Lougee ("Owner") and JOS. A. BANK CLOTHIERS, INC., a Delaware corporation with its principal place of business at 5100 Stevenson Boulevard, Building B, Fremont, California 94538 ("Tenant").

RECITALS:

A. Lender has made or is about to make a loan (together with all advances and increases, the "Loan") to an affiliate of Owner.

B. Owner, as successor-in-interest landlord, and Tenant have entered into a Lease dated March 19, 2003, as may be amended, modified, or supplemented from time to time (collectively, the "Lease"), which leased to Tenant approximately 4,515 square feet of space (the "Leased Space") located in the Property (defined below).

C. The Loan is or will be secured by the Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing recorded or to be recorded in the official records of the County of Cook, State of Commonwealth of Illinois (together with all advances, increases, amendments or consolidations, the "Mortgage") pursuant to which Owner is assigning to Lender the Lease and all rent, additional rent and other sums payable by Tenant under the Lease (the "Rent").

D. The Mortgage encumbers the real property, improvements and fixtures located at 1845 North Clybourn Avenue, in the City of Chicago, County of Cook, State of

901069

CCRD REVIEW [Signature]

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Commonwealth of Illinois, commonly known as Clybourn Galleria, and described on Exhibit "A" (the "Property").

IN CONSIDERATION of the mutual agreements contained in this Agreement, Lender, Owner, and Tenant agree as follows:

1. The Lease and all of Tenant's rights under the Lease are and will remain subordinate to the lien of the Mortgage.

2. This Agreement constitutes notice to Tenant of the Mortgage, provided Tenant receives a copy of this Agreement executed by Owner and Lender, upon receipt of notice from Lender to do so, Tenant will pay the Rent as and when due under the Lease to Lender and the payments will be credited against the Rent due under the Lease. Owner hereby agrees that (i) payment to or as directed by Lender shall be deemed payment to Owner under the Lease and Tenant shall not be liable for any misapplication of funds; (ii) no notice from Owner shall be effective to revoke Tenant's right to pay rent as directed by Lender or cancel Lender's right to receive or direct payment unless such notice of revocation shall be consented to in writing by Lender and (iii) Tenant shall be entitled to honor any demand or direction for payment from Lender or any person or entity purporting to act on behalf of Lender without regard to or inquiring into whether a default by Owner under the loan has actually occurred or the actual authority of the party making such demand or direction.

3. Tenant does not have and will not acquire any right or option to purchase any portion or interest in the Property.

4. Tenant and Lender agree that if Lender exercises its remedies under the Mortgage:

(a) So long Tenant is not in default under the Lease beyond any applicable notice and cure period provided in the Lease, Lender will not name Tenant as a party to any judicial or non-judicial foreclosure or other proceeding to enforce the Mortgage unless joinder is required under applicable law in order for Lender to avail itself of and complete the foreclosure or other remedy, but in such case Lender will not seek affirmative relief against Tenant, the Lease will not be terminated and Tenant's possession of the Leased Space will not be disturbed;

(b) If Lender or any other entity (a "Successor Landlord") acquires the Property through foreclosure, by other proceeding to enforce the Mortgage or by acceptance of a deed-in-lieu of foreclosure (a "Foreclosure"), provided Tenant is not in default under the Lease beyond any applicable notice and cure period provided in the Lease, Tenant's possession of the Leased Space will not be disturbed and the Lease will continue in full force and effect between Successor Landlord and Tenant; and

(c) If, notwithstanding the foregoing, the Lease is terminated as a result of a Foreclosure, a lease between Successor Landlord and Tenant will be deemed created, with no further instrument required, on the same terms as the Lease except that the term of the

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replacement lease will be the then unexpired term of the Lease. Successor Landlord and Tenant will execute a replacement lease at the request of either.

5. Upon Foreclosure, Tenant will recognize and attorn to Successor Landlord as the landlord under the Lease for the balance of the term. Tenant's attornment will be self-operative with no further instrument required to effectuate the attornment except that at Successor Landlord's request, Tenant will execute instruments reasonably satisfactory to Successor Landlord and Tenant confirming the attornment.

6. Successor Landlord shall not be:

(a) liable for any act or omission of Owner or any prior landlord under the Lease, provided, however, that Successor Landlord shall be responsible for curing any continuing defaults under the Lease, failing which Tenant shall have all rights and remedies set forth in the Lease;

(b) subject to any offsets or defenses which Tenant might have against Owner or any prior landlord except for such offsets as may arise as a result of any rights afforded to Tenant under the Lease;

(c) bound by any rent or additional rent which Tenant might have paid for more than the current month to Owner or any prior landlord; provided, however, nothing herein is intended to limit any rights of Tenant under the Lease to receive reconciliations related to payments of additional rent to the Landlord, review or audit the books and records related thereto, and receive refunds or credits for any overpayments; or

(d) liable for any security deposit Tenant might have paid to Owner or any prior landlord, except to the extent Lender has actually received said security deposit.

7. Lender will have the right, but not the obligation, to cure any default by Owner, as landlord, under the Lease. Tenant will notify Lender of any default that would entitle Tenant to terminate the Lease and Lender shall have the same cure period as set forth in the Lease to cure such default.

8. All notices, requests or consents required or permitted to be given under this Agreement must be in writing and sent by certified mail, return receipt requested or by nationally recognized overnight delivery service providing evidence of the date of delivery, with all charges prepaid, addressed to the appropriate party at the address set forth above. Notices shall be effective as of the date of delivery or of first refusal.

9. Any claim by Tenant against Successor Landlord under the Lease or this Agreement will be satisfied solely out of Successor Landlord's interest in the Property, which interest includes the rents, profits and proceeds therefrom, and Tenant will not seek recovery against or out of any other assets of Successor Landlord. Successor Landlord will have no liability or responsibility for any obligations under the Lease that arise subsequent to any transfer of the Property by Successor Landlord.

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10. This Agreement is governed by and will be construed in accordance with the laws of the state or commonwealth in which the Property is located.

11. Lender, Tenant and Owner waive trial by jury in any proceeding brought by, or counterclaim asserted by, Lender, Tenant or Owner relating to this Agreement.

12. If there is a conflict between the terms of the Lease and this Agreement, the terms of this Agreement will prevail as between Successor Landlord and Tenant.

13. This Agreement binds and inures to the benefit of Lender, Owner and Tenant and their respective successors, assigns, heirs, administrators, executors, agents and representatives.

14. This Agreement contains the entire agreement between Lender, Tenant and Owner with respect to the subject matter of this Agreement, may be executed in counterparts that together constitute a single document and may be amended only by a writing signed by Lender, Tenant and Owner.

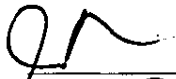
[signatures appear on the next page]

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IN WITNESS WHEREOF, Lender, Tenant and Borrower have executed and delivered this Agreement as of the date first written above.

LENDER:

Wells Fargo Bank,
a National Association

By: 
Name: John Broderick
Title: Managing Director

TENANT:

JOS. A. BANK CLOTHIERS, INC.,
a Delaware corporation

By: _____
Name: Joseph Foley
Title: Vice President, Real Estate

BORROWER:
WF CLYBOURN GALLERIA LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

Property of Cook County Clerk's Office

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ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF North Carolina)
County of Mecklenburg) §

On August 15, 2018 before me, Rebecca W. Quesnel a Notary Public, personally appeared John Brodenick who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

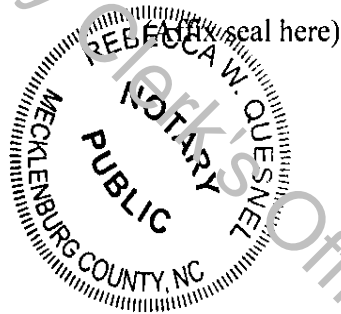
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Rebecca W. Quesnel

Signature of Notary

Exp: 6/17/2020



Office

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IN WITNESS WHEREOF, Lender, Tenant and Owner have executed and delivered this Agreement as of the date first written above.

LENDER:

Wells Fargo Bank,
a National Association

By: _____
Name: _____
Title: _____

TENANT:

JOS. A. BANK CLOTHIERS, INC.,
a Delaware corporation

By: _____
Name: Joseph Heley
Title: Vice President, Real Estate

OWNER:

WF CLYBOURN GALLERIA LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

Property of Cook County Clerk's Office

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TENANT ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

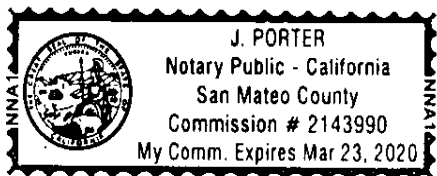
STATE OF CALIFORNIA)
) ss.
COUNTY OF Alameda)

On this 15th day of August, 2018, before me, J. Porter, Notary Public, personally appeared Joseph Foley, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

J. Porter
Notary Public



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IN WITNESS WHEREOF, Lender, Tenant and Owner have executed and delivered this Agreement as of the date first written above.

LENDER:

Wells Fargo Bank,
a National Association

By: _____
Name: _____
Title: _____

TENANT:

JOS. A. BANK CLOTHIERS, INC.,
a Delaware corporation

By: _____
Name: Joseph Foley
Title: Vice President, Real Estate

OWNER:
WF CLYBOURN GALLERIA LLC,
a Delaware limited liability company

By: _____
Name: Robert Minsky
Title: Manager

Property of Cook County Clerk's Office

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OWNER ACKNOWLEDGEMENT

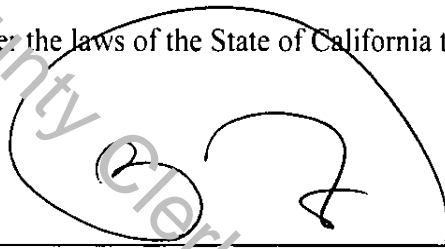
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On this 2nd day of August, 2018, before me, Evelyn Flores, Notary Public, personally appeared Robert Minsky, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



The signature is a cursive-style name, likely "Evelyn Flores", written in black ink on a white background.

Notary Public



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EXHIBIT A

PROPERTY/ADDRESS INFORMATION

Property Address: 1845 North Clybourn Avenue, Chicago, Illinois 60614

LEGAL DESCRIPTION OF LAND

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

LOTS 11 THROUGH 23 ALL IN CLARK AND THOMAS' SUBDIVISION OF LOT 4 IN BLOCK 9 IN SHEFFIELD'S ADDITION TO CHICAGO, SITUATED IN THE SOUTH EAST ¼ OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

For informational purposes only:

Permanent Index Number: 14-32-416-011-0000 Vol. 493 (Affects Lot 23)
Permanent Index Number: 14-32-416-012-0000 Vol. 493 (Affects Lot 22)
Permanent Index Number: 14-32-416-013-0000 Vol. 493 (Affects Lot 21)
Permanent Index Number: 14-32-416-014-0000 Vol. 493 (Affects Lot 20)
Permanent Index Number: 14-32-416-015-0000 Vol. 493 (Affects Lot 19)
Permanent Index Number: 14-32-416-016-0000 Vol. 493 (Affects Lot 18)
Permanent Index Number: 14-32-416-017-0000 Vol. 493 (Affects Lot 17)
Permanent Index Number: 14-32-416-018-0000 Vol. 493 (Affects Lot 16)
Permanent Index Number: 14-32-416-019-0000 Vol. 493 (Affects Lot 15)
Permanent Index Number: 14-32-416-020-0000 Vol. 493 (Affects Lot 14)
Permanent Index Number: 14-32-416-021-0000 Vol. 493 (Affects Lot 13)
Permanent Index Number: 14-32-416-022-0000 Vol. 493 (Affects Lot 12)
Permanent Index Number: 14-32-416-023-0000 Vol. 493 (Affects Lot 11)