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PREPARED BY:
STEPHANIE ROCHÉL, ESQ.
CAPITAL AUTOMOTIVE REAL ESTATE SERVICES, INC.
8484 WEST PARK, SUITE 200
MCLEAN, VA 22102



Doc# 1909334059 Fee \$54.00

After Recording, Please Return to:

Barclays Bank PLC
745 7th Ave
New York, NY 10019

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 04/03/2019 01:48 PM PG: 1 OF 9

FIRST LIEN SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT
ACQ-008

THIS AGREEMENT ("Agreement") is made as of March 8, 2019 by and between BARCLAYS BANK PLC, as First Lien Administrative Agent (together with its successors and assigns, "Lender"), CAR ACQ IL PET L.L.C., a Delaware limited liability company (the "Landlord"), and ACIA CH AUTO LLC, a Delaware limited liability company ("Tenant").

WITNESSETH:

WHEREAS, pursuant to that certain Lease Agreement dated December 20, 2018, as may be amended and as described on Exhibit A attached hereto and made a part hereof (such lease, together with all supplements, amendments and other modifications described on Exhibit A, herein the "Lease"), the landlord identified on Exhibit A (the "Landlord") has leased to Tenant real property (the "Real Property"); and

WHEREAS, Lender is making a first lien loan to Landlord and/or certain affiliates of Landlord (the "First Lien Loan"), which will be secured, in part, by a first lien mortgage, deed of trust or security deed and an assignment(s) of leases and rents from the Landlord to the Lender, covering the Real Property (the "First Lien Mortgage"); and

WHEREAS, Tenant has agreed that the Lease shall be subject and subordinate to the First Lien Mortgage held by Lender, provided Tenant is assured of continued occupancy of the Real Property under the terms of the Lease.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and notwithstanding anything in the Lease to the contrary, it is hereby agreed as follows:

1. Subordination of Lease. Lender and Tenant do hereby covenant and agree that the Lease with all rights, options, liens and charges created thereby, is and shall continue to be subject and subordinate in all respects to the First Lien Mortgage and to any renewals,

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modifications, consolidations, replacements and extensions thereof and to all advancements made thereunder.

2. Non-disturbance of Tenant. Lender does hereby agree with Tenant that, in the event Lender becomes the owner of the Real Property by foreclosure, conveyance in lieu of foreclosure or otherwise, so long as there exists no event of default under the Lease, after the expiration of applicable cure or grace periods (a) Lender will take no action which will interfere with or disturb Tenant's possession or use of the Real Property or other rights under the Lease, and (b) the Real Property shall be subject to the Lease and Lender shall recognize Tenant as the tenant of the Real Property for the remainder of the term of the Lease in accordance with the provisions thereof, provided, however, that Lender shall not be subject to any offsets or defenses which Tenant might have against any prior landlord except those which arose under the provisions of the Lease out of such landlord's default and accrued after Tenant had notified Lender and given Lender the opportunity to cure same as hereinbelow provided, nor shall Lender be liable for any act or omission of any prior landlord, nor shall Lender be bound by any rent or additional rent which Tenant might have paid for more than the current month to any prior landlord nor shall it be bound by any amendment or modification of the Lease made without its consent, which consent shall not be unreasonably withheld, conditioned or delayed.

3. Attornment by Tenant. Tenant does hereby agree with Lender that, in the event Lender becomes the owner of the Real Property by foreclosure, conveyance in lieu of foreclosure or otherwise, then Tenant shall attorn to and recognize Lender as the landlord under the Lease for the remainder of the term thereof, and Tenant shall perform and observe its obligations thereunder, subject only to the terms and conditions of the Lease.

4. Curative Rights, Modification of Lease, and Advance Payment of Rent. So long as the First Lien Mortgage remains outstanding and unsatisfied: (i) Tenant will mail or deliver to Lender, at the address and in the manner hereinbelow provided, a copy of all notices required to be given to the Landlord by Tenant under and pursuant to the terms and provisions of the Lease; (ii) at any time before the rights of the Landlord shall have been forfeited or adversely affected because of any default of the Landlord, or within the time permitted the Landlord for curing any default under the Lease as therein provided, Lender may, but shall have no obligation to, pay any taxes and assessments, make any repairs and improvements, make any deposits or do any other act or thing required of the Landlord by the terms of the Lease, and all payments so made and all things so done and performed by Lender shall be as effective to prevent the rights of the Landlord from being forfeited or adversely affected because of any default under the Lease as the same would have been if done and performed by the Landlord; and (iii) Tenant will not consent to the modification of the Lease, nor to the termination thereof except as expressly set forth in the Lease, without the prior written consent of the Lender, such consent not to be unreasonably withheld, conditioned or delayed.

5. Limitation of Liability. Lender shall have no liability whatsoever hereunder prior to becoming the owner of the Real Property; and Tenant agrees that if Lender becomes the owner of the Real Property, Tenant shall look solely to the estate or interest of Lender in the Real Property for satisfaction of any obligation which may be or become owing by Lender to Tenant hereunder or under the Lease.

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6. Certifications. Tenant hereby certifies to Lender that the Lease has been duly executed by Tenant and, to Tenant's knowledge, Landlord, and is in full force and effect; that the Lease and any modifications and amendments specified herein are a complete statement of the agreement between Landlord and Tenant with respect to the leasing of the Real Property; the Lease has not been modified or amended except as specified herein; that to the knowledge of Tenant, no party to the Lease is in default thereunder; that no rent under the Lease has been paid more than thirty (30) days in advance of its due date; and that Tenant, as of this date, has no charge, lien or claim of offset under the Lease, or otherwise, against the rents or other charges due or to become due thereunder or if any such matter exists, then it is as follows:

[NONE]

7. Notices. Any notice to parties required under this Agreement shall be in writing and shall be deemed duly given and received when delivered in person (with receipt therefor), on the next business day after deposit with a recognized overnight delivery service, or on the second day after being sent by certified or registered mail, return receipt requested, postage prepaid, to the following addresses:

If given to Lender, as follows, subject to change as provided hereinabove:

BARCLAYS BANK PLC, as First Lien Administrative Agent
745 7th Ave.
New York, NY 10019
Attn: Craig Malloy, Director

and, if given to Tenant, as follows, subject to change as provided hereinabove:

c/o AutoCanada Inc.
15511 123 Avenue NW, Suite 200
Edmonton, AB T5V 0C3
Attn: Peter Hong

Fax: (780) 447-0651

8. Miscellaneous. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, successors-in-title and assigns. When used herein, the term "Landlord" or "landlord" refers to Landlord and to any successor to the interest of Landlord under the Lease. This Agreement may be executed in any number of counterparts.

9. Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provisions of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

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10. Paragraph Headings; Construction. The headings of the paragraphs in this Agreement are provided for convenience only and will not affect its construction or interpretation. All references to “paragraph” or “paragraphs” refer to the corresponding paragraph or paragraphs of this Agreement. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the word “including” does not limit the preceding words or term.

11. Governing Law. This Agreement shall be governed and interpreted in accordance with the laws of the jurisdiction in which the Real Property is located without regard to its principles of conflicts of laws, and any action brought under or arising out of this Agreement or the matters relating hereto shall be submitted to the jurisdiction of the United States District Court for such jurisdiction. Each party acknowledges and agrees to such jurisdiction.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGES FOLLOW]

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

LENDER:

Signed and delivered in the presence of:

BARCLAYS BANK PLC,
as First Lien Administrative Agent

Andrew Valdes

Witness

By: [Signature]

Name: Craig J. Malloy
Title: Director, Global Lending Group

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

This instrument was acknowledged before me this 11th day of March, 2019, by Craig J. Malloy, Director of BARCLAYS BANK PLC, on behalf of such banking association.

WITNESS my hand and official seal.

Barbara F. Chavanne [SEAL]

Notary Public

My Commission expires: November 19, 2019

BARBARA F. CHAVANNE
Notary Public, State of New York
No. 01CH6177675
Qualified in Nassau County
Certificate on file in New York County
Commission Expires November 19, 2019

**[FIRST LIEN SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN
AGREEMENT]**

[SIGNATURES CONTINUE ON NEXT PAGE]

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EXHIBIT A

(Property ID #: ACQ-008)

Tenant: ACIA CH AUTO LLC, a Delaware limited liability company

Landlord: CAR ACQ IL PET L.L.C., a Delaware limited liability company

Lease Date: December 20, 2018

Lease Amendments: NONE

Property Name: Grossinger Honda Collision Center

Property Address: 1920 W. Peterson Ave, Chicago, IL 60645

60660

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LOTS 15 TO 21, BOTH INCLUSIVE, IN BECKER'S PART OF HIGHRIDGE, BEING A SUBDIVISION OF BLOCKS 27 AND 28 AND LOT 4 OF BLOCK 29 OF HIGHRIDGE IN SECTION 6, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART OF LOT 21 LYING SOUTH OF A LINE 67 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6), IN COOK COUNTY, ILLINOIS.

Property Address: 6033 to 6037 North Winchester Avenue aka 1920 West Peterson Avenue, Chicago

14-06-224-001-0000

14-06-224-002-0000

Property of Cook County Clerk's Office