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Mail to
Freedom Title Corporation
2220 Hicks Road
Suite 206
Rolling Meadows, IL 60008

Doc#: 2014807240 Fee: \$98.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 05/27/2020 11:36 AM Pg: 1 of 8

PREPARED BY, RECORDING
REQUESTED BY, AND AFTER
RECORDING RETURN TO:

Thompson Coburn LLP
55 East Monroe Street
37th Floor
Chicago, Illinois 60603
Attn: Justin Newman, Esq.

6718751 3/5

SUBORDINATION OF MANAGEMENT AGREEMENT

THIS SUBORDINATION OF MANAGEMENT AGREEMENT ("Subordination") is executed effective as of May 5, 2020, by **BJB PROPERTIES, INC.**, an Illinois corporation ("Manager"), and **MICHIGAN AVENUE SUITES LLC**, a Delaware limited liability company ("Owner"), to **CIBC BANK USA**, an Illinois state-chartered bank whose address is 120 South LaSalle Street, Chicago, Illinois 60603 Attention: Jacob Noble ("Lender").

WITNESSETH:

WHEREAS, Owner is the owner of certain real property described in Exhibit A attached hereto and incorporated by reference for all purposes, and the improvements and appurtenances thereto (collectively, the "Property") located in the City of Chicago, Cook County, Illinois; and

WHEREAS, Owner and Manager have executed Management Agreements ("Management Agreement"), providing for Manager's management of the Property; and

WHEREAS, Owner has requested Lender to lend Owner the amount of Twenty Seven Million and No/100 Dollars (\$27,000,000.00) ("Loan"), which will be evidenced by a Promissory Note from Owner to Lender in the amount of the Loan (the "Note") and secured by a Construction Mortgage, Assignment of Leases and Rents and Security Agreement and Fixture Filing ("Security Instrument") from Owner to Lender, covering the Property; and

WHEREAS, Lender is unwilling to make the Loan to Owner unless Manager subordinates its right under the Management Agreement to Lender's rights under said Security Instrument and all other documents evidencing, securing or pertaining to the Loan (collectively, the "Security Documents").

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Manager and Owner agree as follows:

1. Benefit. That Lender's making of the Loan provides direct benefits to Manager, as the managing agent of the Property.

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2. Termination. Upon the occurrence of an Event of Default (as defined in the Security Instrument) under the terms of any of the Security Instrument, Lender shall have the unfettered right to immediately terminate the Management Agreement as to the Property and all management rights of Manager thereunder as to the Property, including (without limitation) the right to demand or receive after such termination, any payment for management services or the like performed after such termination.

3. Lien; Subordination. Manager hereby acknowledges and agrees that it has no liens, security interest or any right, title or interest in and to the Property by virtue of the Management Agreement, its past, present or future activities and performance of services to or for the benefit of the Property, or otherwise. If and to the extent that Manager does, or may in the future, have any such liens, security interests, rights, titles or interests in and to the Property, then Manager does hereby expressly subordinate and make second, junior and inferior any and all rights, titles and interests of Manager in and to the Property to all liens, security interests, rights, titles and interests of the Security Documents, and Manager agrees that all liens, security interests, rights, titles and interests of the Security Documents shall be unconditionally first, prior and superior to any and all liens, security interests, rights, titles and interests of Manager in and to the Property. Manager further agrees that any and all liens, security interests, rights, title and interests of Manager in and to the Property shall be and remain expressly subject and subordinate to the liens, security interests, right, titles and interests of the Security Documents and any renewal, extension or refinancing thereof.

4. Subordination of Payment. Manager does hereby, to the extent and in the manner set forth herein, expressly subordinate and make junior and inferior its rights to receive payments under the Management Agreement with respect to the Property, to the full and complete repayment of the Note and Loan and all obligations secured by the Security Documents provided Manager shall be entitled to receive all such payments earned by Manager prior to termination hereunder and to retain all such payments received by Manager prior to termination hereunder.

5. Receipt of Payment. In the event Manager shall receive any payment on account of the Management Agreement which Manager is not entitled to receive under the provisions of this Subordination, Manager will hold any amount so received in trust for Lender and will forthwith turn over such payment to Lender to be applied on the Note and Loan. In the event Lender demands that such sums shall be paid to Lender and applied on the Note and Loan, Owner hereby agrees that such sums so paid to Manager shall not be deemed to have been a payment under the Management Agreement, and the obligations under the Management Agreement shall not have been reduced or discharged, in whole or in part, by the initial payment of such sum by Owner to, or receipt of such sum by Manager.

6. Amendment. Manager agrees not to amend, terminate or substitute, in any manner, the Management Agreement, without prior written consent of the Lender.

7. Assignment. Owner does hereby collaterally assign to Lender all of Owner's rights under the Management Agreement as concern the Property. Upon any Event of Default not timely cured by Owner under the Note or Security Documents, Lender may elect to take over, as of any date subsequent to such Event of Default, Owner's rights under the Management Agreement as concern the Property subject to any provisions regarding notice of default and

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opportunity to cure contained in the Note or Security Documents. If Lender elects to take over Owner's rights under the Management Agreement, then Manager agrees to act for Lender as the Owner under such Management Agreement; provided, however, (a) Manager agrees that Lender shall not be liable for any of Owner's obligations or liabilities under the Management Agreement prior to the time that Lender takes over Owner's rights thereunder and (b) Manager shall be compensated by Lender in accordance with the terms of the Management Agreement subsequent to the time that Lender takes over Owner's rights thereunder.

8. Notices. All notices hereunder shall be given at the following addresses:

If to Manager: BJB Properties, Inc.
 155 N. Michigan Avenue
 Suite 9003
 Chicago, IL 60601
 Attn: James W. Purcell
 Fax: 847-825-8800
 E-mail: JWP@jwपुरcell.com

with a copy to:

Gerard P. Walsh, Esq.
 Attorney at Law
 155 N. Michigan Avenue
 Suite 9003
 Chicago, IL 60601
 Fax: 312-729-5465
 E-mail: gpw@gpwwalshlaw.com

If to Owner: Michigan Avenue Suites LLC
 155 N. Michigan Avenue
 Suite 9003
 Chicago, IL 60601
 Attn: James W. Purcell
 Fax: 847-825-8800
 E-mail: JWP@jwपुरcell.com

with a copy to:

Gerard P. Walsh, Esq.
 Attorney at Law
 155 N. Michigan Avenue
 Suite 9003
 Chicago, IL 60601
 Fax: 312-729-5465
 E-mail: gpw@gpwwalshlaw.com

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If to Lender: CIBC Bank USA
 120 S. LaSalle Street
 Chicago, IL 60603
 Attn: Jacob Noble
 Fax: 312-564-6889
 E-mail: jake.noble@cibc.com

with a copy to:

Thompson Coburn LLP
 55 East Monroe Street
 37th Floor
 Chicago, IL 60603
 Attn: Justin Newman, Esq.
 Fax: 312-580-2201
 E-mail: jmnewman@thompsoncoburn.com

Any party may change its address for notice hereunder to any other location within the continental United States by giving thirty (30) days prior notice thereof to the other parties in accordance with this paragraph. All notices given hereunder shall be in writing and shall be considered properly given if mailed by first class United States Mail, postage prepaid, registered or certified with return receipt requested or by delivering same in person to the intended addressee, or by delivery by a third party commercial delivery service with evidence of receipt. Any notice mailed as above provided shall be effective three (3) days after its deposit in the custody of the United States Postal Service; notices given by personal delivery shall be effective upon receipt by the addressee; and notice given by commercial delivery service shall be effective upon receipt thereof at the office of the addressee.

9. WAIVER OF JURY TRIAL. MANAGER AND OWNER, AND LENDER (BY ITS ACCEPTANCE HEREOF) WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH MANAGER OR OWNER AND LENDER MAY BE PARTIES, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY PERTAINING TO, THIS AGREEMENT. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS AGREEMENT, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY OWNER AND MANAGER AND OWNER AND MANAGER HEREBY REPRESENT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. OWNER AND MANAGER FURTHER REPRESENT AND WARRANT THAT THEY HAVE BEEN REPRESENTED IN THE SIGNING OF THIS AGREEMENT AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, OR HAVE HAD THE OPPORTUNITY TO BE REPRESENTED BY INDEPENDENT LEGAL COUNSEL, AND THAT THEY HAVE

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HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL. OWNER AND MANAGER AND LENDER AGREE AND CONSENT THAT ANY OF THEM MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS DOCUMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF EACH OF THEM TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

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EXECUTED as of the date first above written.

MANAGER:

BJB PROPERTIES, INC., an Illinois corporation

By: Donald P. Barmse
Name: DONAL P BARMSE
Its: AUTHORIZED AGENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that DONAL P BARMSE, the AUTHORIZED AGENT of **BJB PROPERTIES, INC.**, an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such AT THE 12th MEETING 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 limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30th day of APRIL, 2020.

Gerard P. Walsh, Jr.
Notary Public OFFICIAL SEAL
GERARD P. WALSH, JR.
Notary Public - State of Illinois
My Commission Expires 5/10/2022

My Commission Expires:

5/10/2022


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OWNER:

**MICHIGAN AVENUE SUITES LLC, a
Delaware limited liability company**

By: Michigan Avenue Suites Management
SPE, Inc., a Delaware corporation, its Manager

By: 
Name: Donal P. Barry, Sr.
Title: President

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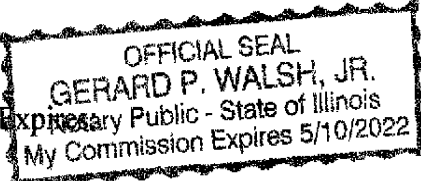
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Donal P. Barry, Sr., the President of Michigan Avenue Suites Management SPE, Inc., a Delaware corporation, the Managing Member of MICHIGAN AVENUE SUITES LLC, a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, 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 30th day of April 2020.



Notary Public

My Commission Expires 5/10/2022


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EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LOTS 39 AND 40 IN BLOCK 4 IN FORT DEARBORN ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address of Property: 320 North Michigan Avenue
Chicago, Illinois 60601

Permanent Index No.: 17-10-300-020

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