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Subordination, Non-Disturbance
and Assignment Agreement

Document Number

Document Title



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KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 03/29/2021 11:47 AM PG: 1 OF 9

20000577 NOWF 3/4

Recording Area

Name and Return Address

The Spadaccini Law Firm, LLC
98 Franklin Corner Road
Lawrenceville, New Jersey 08648
Attn: Melissa Marino, Esquire



Drafted By:
Melissa Marino

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After Recording Return to:

MELISSA MARINO, ESQ.
THE SPADACCINI LAW FIRM, LLC
98 FRANKLIN CORNER ROAD
LAWRENCEVILLE, NJ 08648

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

[Chicago, Illinois]

This Agreement is made by **SV-LOT HOLDINGS, LLC**, an Illinois limited liability company ("Lessor"), **FIRST BANK** ("Mortgagee"), and **MORAN FOODS, LLC**, a Missouri limited liability company, d/b/a Save A Lot, Ltd. formerly known as **MORAN FOODS, INC.** ("Lessee") as of the 24 day of ~~October~~, 2020 (the "Execution Date"). NOV.

RECITALS:

- A. Lessors are the owners of certain property (the "Leased Premises") situated in the City of Chicago, County of Cook, State of Illinois, and more particularly described in Exhibit A attached hereto;
- B. Lessors and Lessee are parties to a lease dated October 19, 2010, as amended from time to time thereafter (said lease as so amended hereinafter referred to as Lease) covering a portion of the Shopping Center ("Leased Premises"), which Leased Premises are more fully described in the Lease;
- C. The Leased Premises are to be encumbered by a certain Mortgage between Mortgagee and Lessor ("Mortgage") to secure certain obligations of Lessor to Mortgagee, which Mortgage is more fully described as follows: Lessor grants to Mortgagee first lien interest in the Leased Premises, executed by Lessor to Mortgagee dated NOV 24, 2020 and recorded in the office of the Recorder, County of Cook, State of Illinois as Document No. 2108810048.

AGREEMENT:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Mortgagee hereby gives its consent to the Lease. Mortgagee warrants and represents to Lessee that it is the owner of the Mortgage; that the Mortgage has not been assigned and that Mortgagee has caused no other liens or encumbrances to be created against the Shopping Center other than the Mortgage.
2. Lessee, for itself and its successors and assigns, does hereby agree that all right, title and interest which Lessee, its successors and assigns, may have in and to the Leased Premises or any part thereof, shall be, and the same hereby is made, subject and subordinate to the lien of the Mortgage, with the same force and effect as though the Mortgage had been executed, delivered and recorded prior to the date of the Lease, provided that Mortgagee hereby agrees that all condemnation awards and property insurance proceeds payable with respect to the Shopping Center shall be applied and paid in the manner set forth in the Lease.

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3. So long as Lessee is not in default, beyond any applicable cure period, in the payment of rent or in the performance of any of the terms, covenants or conditions of the Lease requiring performance on the part of Lessee, (a) Mortgagee will not join Lessee as a party defendant in any action or proceeding for the purpose of foreclosing the Mortgage; (b) any sale or transfer of the Shopping Center or of Lessors' interest in the Lease, pursuant to foreclosure of the Mortgage or voluntary conveyance or other proceeding in lieu of foreclosure, will be subject and subordinate to Lessee's possession under the Lease; and (c) the Lease will continue in full force and effect according to its terms.
4. So long as Lessee is not in default, beyond any applicable cure period, in the payment of rent or in the performance of any of the terms, covenants or conditions of the Lease requiring performance on the part of Lessee, if the Shopping Center shall be transferred to and owned by Mortgagee, or any assignee of Mortgagee or purchaser at judicial sale or any transferee under an action in lieu thereof, by reason of foreclosure or other remedial proceedings brought by Mortgagee or any assignee of Mortgagee or by any other similar manner, Lessee's rights to possession of the Leased Premises under the Lease shall not be terminated thereby, rather Lessee shall attorn to and be bound to Mortgagee or any such assignee, purchaser or transferee under all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining; and Mortgagee or any such assignee, purchaser or transferee shall be bound, as the Lessors, to Lessee under all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining except that neither Mortgagee nor any such assignee, purchaser or transferee shall be:
 - 4.1. Bound by any rent or Additional Rent which Lessee may have paid for more than thirty (30) days in advance of its due date to any prior Lessors.
 - 4.2. Bound by any material amendment to the Lease entered into subsequent to the date of this Agreement which has not been consented to by Mortgagee which consent shall not be unreasonably withheld or delayed.
 - 4.3. Bound by any provision of the Lease restricting the use of properties owned by Mortgagee, other than the Shopping Center, for purposes which compete with Lessee.
5. Subject to the provisions hereof, the Lease now is, and shall at all times continue to be, subject and subordinate in each and every respect to the lien of the Mortgage and to any and all amendments and renewals thereof.
6. This Agreement shall be binding upon and shall inure to the benefit of Lessors, Mortgagee and Lessee, and their respective heirs, personal representatives, transferees, successors and assigns. Except as provided in Section 8, no action on the part of any party to this Agreement shall be construed to be a waiver, release or relinquishment of any rights under this Agreement unless said waiver, release or relinquishment is expressly contained in an instrument executed by the party against whom the waiver, release or relinquishment is being enforced.
7. Lessee agrees that, during the term of the Mortgage, Lessee shall furnish to said Mortgagee the same notice or notices of default by Lessors that Lessee is required to furnish to Lessors under the Lease and Mortgagee shall have the same rights and period to cure such default as Lessors has under the Lease.
8. Mortgagee agrees to notify Lessee in writing of any release, termination or satisfaction of the Mortgage. If Lessee requests in writing that Mortgagee indicate whether the Mortgage has been

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released, terminated or satisfied and Mortgagee fails to provide written notice to Lessee indicating whether the Mortgage has been released, terminated or satisfied within twenty (20) days of such request, then Lessee shall no longer be required to give Mortgagee notices under Section 7 and Mortgagee shall not have the right to cure defaults as provided in Section 7 and Mortgagee's consent to material amendments to the Lease, as provided in Section 4.2, shall not be required.

9. Lessors will by a separate Assignment of Leases and Rents (hereinafter referred to as the "Assignment of Leases") assign its interest in the rents and payments due under the Lease to Mortgagee as security for repayment of its obligations to Mortgagee described in the Mortgage. If in the future there is a default by Lessors in the performance and observance of the terms of the Mortgage, Mortgagee may, at its option under the Assignment of Leases, require that all subsequent rents and other payments due Lessors under the Lease be paid directly to it. Upon notification to that effect to Lessee by Mortgagee, Lessors hereby authorizes and directs Lessee, and Lessee agrees (provided that such agreement shall not affect or limit any of Lessee's rights under the Lease, including but not limited to any rights of offset), to pay any subsequent payments due to Lessors under the terms of the Lease to Mortgagee. Lessors represents and warrants to Lessee that there are no other collateral assignments of the Lease or rents in effect, other than the Assignment of Leases to Mortgagee. Lessors further agrees that this Agreement shall constitute a direction to and full authority to Lessee to pay all such amounts to Mortgagee without proof of the default relied upon and that Lessee is hereby irrevocably authorized to rely upon and comply with (and shall be fully protected in so doing) any notice or demand by Mortgagee for the payment to Mortgagee of any amounts due to Lessors under the Lease and Lessee shall have no duty or obligation to inquire as to whether any default under the Mortgage has actually occurred or is then existing.
10. This Agreement is made and executed under and in all respects is to be governed by and construed in accordance with the laws of the State of Illinois.
11. Any notices required or given under this Agreement shall be in writing and shall be sent by U. S. Certified Mail, postage prepaid and shall be sent to the following addresses:

To Mortgagee: MELISSA MARINO, ESQ.
THE SPADACCINI LAW FIRM, LLC
98 FRANKLIN CORNER ROAD
LAWRENCEVILLE, NJ 08648

To Lessor: Kathleen Francis, Esquire
Legal Department
SV-LOT HOLDINGS, LLC
2439 Kuser Road
Hamilton, NJ 08690

To Lessee: MORAN FOODS, LLC
Attn: LEGAL DEPARTMENT
400 NORTHWEST PLAZA DRIVE
ST. ANN, MO 63074

The addresses for such notices may be changed by written notice to the other party of at least thirty (30) days given as provided above. Notices given as provided above shall be deemed complete upon mailing.

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12. This Agreement may be signed in counterparts and each counterpart shall be effective as an original when a counterpart has been signed by all parties.
13. This Agreement contains the entire agreement between the parties concerning the matters addressed herein and no representations, inducements, promises, understandings or agreements (whether express or implied and whether oral or written) made before the execution of this Agreement will change the terms of this Agreement. No covenants shall be implied into any of the terms or provisions of this Agreement. This Agreement may be changed or modified only by a writing that all parties have signed. This Agreement shall not be binding on any party until it is executed and delivered by each party hereto.

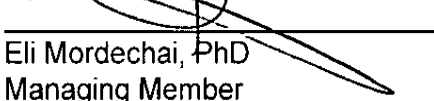
[Signature Page Follows]

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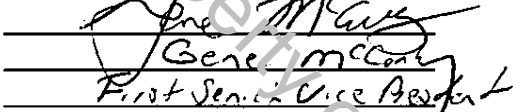
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The parties hereto have executed this Agreement as of the Execution date.


LESSOR:
SV-LOT HOLDINGS, LLC

By: 
Name: Eli Mordechai, PhD
Its: Managing Member

MORTGAGEE:
FIRST BANK

By: 
Name: Gene McCarty
Its: First Senior Vice President

LESSEE:
MORAN FOODS, LLC D/B/A SAVE A LOT, LTD.

By: 
Name: KAREN WARD PROCELL
Its: EXECUTIVE VICE PRESIDENT &
CHIEF LEGAL OFFICER

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ACKNOWLEDGMENTS

STATE OF New Jersey)
) SS.
COUNTY OF Mercer)

On this 20th day of November, 2020, before me, a Notary Public in and for said County, personally appeared Eli Marducha, to me personally known, who being by me duly sworn, did say that he/she is a manager of SV-LOT HOLDINGS, LLC, and acknowledged the execution of the foregoing instrument to be the voluntary act and deed of said company by it voluntarily executed.

[Signature]

Notary Public

My Commission Expires: 3/22/2023

NATALIA OKUL
NOTARY PUBLIC OF NEW JERSEY
Comm. # **2431554**
My Commission Expires 3/22/2023

STATE OF New Jersey)
) SS.
COUNTY OF Mercer)

On this 23rd day of Nov., 2020, before me, a Notary Public in and for said County, personally appeared Gene McCarthy, to me personally known, who being by me duly sworn, did say that he/she is 1st Sr. Vice President of FIRST BANK, and acknowledged the execution of the foregoing instrument to be the voluntary act and deed of said bank by it voluntarily executed.

[Signature]

Notary Public

My Commission Expires:

DEBRA L. PATERSON
Commission # 2222837
Notary Public, State Of New Jersey
My Commission Expires
March 3, 2024

My Commission Expires:

STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

On this 22nd day of October, 2020, before me, a Notary Public in and for said County, personally appeared KAREN WARD PROCELL, to me personally known, who being by me duly sworn, did say that she is Executive Vice President and Chief Legal Officer of Moran Foods, LLC, a Missouri Limited Liability Company, and acknowledged the execution of the foregoing instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

[Signature]

Notary Public

My Commission Expires:

Drafted By:
MORAN FOODS, LLC
Attn: Legal Department
400 Northwest Plaza Drive
St. Ann, Missouri 63074

DONNA A RATLIFF
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
COMMISSIONED FOR ST. LOUIS COUNTY
MY COMMISSION EXPIRES FEB. 19. 2024
ID #20905768

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EXHIBIT A

Legal Description to SNDA

PARCEL 1: LOT 'A' IN THE PLAT OF CONSOLIDATION OF LOTS 19, 20, 21, 22, 23 AND 24 IN BLOCK 6 IN DAVIDSON'S SUBDIVISION OF LOTS 7 AND 8 AND PART OF LOT 12 IN WILSON HEALD AND STEBBING'S SUBDIVISION OF THE EAST ½ OF THE SOUTHWEST ¼ OF SECTION 15, TOWNSHIP 38 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2: LOT 25 AND THE SOUTH 20 FEET OF LOT 26 IN BLOCK 6 IN DAVIDSON'S SUBDIVISION OF LOTS 7 AND 8 AND PART OF LOT 12 IN WILSON HEALD AND STENING'S SUBDIVISION OF THE EAST ½ OF THE SOUTHWEST ¼ OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Approved by Cook County Clerk's Office

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PARCEL 1: LOT 'A' IN THE PLAT OF CONSOLIDATION OF LOTS 19, 20, 21, 22, 23 AND 24 IN BLOCK 6 IN DAVIDSON'S SUBDIVISION OF LOTS 7 AND 8 AND PART OF LOT 12 IN WILSON HEALD AND STEBBIN'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOT 25 AND THE SOUTH 20 FEET OF LOT 26 IN BLOCK 6 IN DAVIDSON'S SUBDIVISION OF LOTS 7 AND 8 AND PART OF LOT 12 IN WILSON HEALD AND STEBBIN'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

344 E. 63rd Street

Chicago IL 60637

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