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PREPARED BY AND RETURN TO:

Rotter & Associates, Ltd.

Gregg G. Rotter, Esq.

730 S. 8th Street, Unit 516

Sheboygan, WI 53081

INTERCREDITOR / LIEN SUBORDINATION AGREEMENT

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INTERCREDITOR / LIEN SUBORDINATION AGREEMENT

THIS INTERCREDITOR / LIEN SUBORDINATION AGREEMENT (this “Agreement”) is dated as of July 5TH, 2022, and effective as of the Effective Date (as defined below), by and between the Pension Benefit Guaranty Corporation, a wholly owned United States government corporation and agency acting on its own behalf and on behalf of the Netcom, Inc. Employees’ Pension Plan (respectively, the “PBGC” and the “Plan”), and SomerCor 504, Inc., an Illinois non-profit corporation (“Lender”, and collectively with PBGC, the “Parties”).

RECITALS

A. Netcom Properties, Inc., an Illinois corporation (“Borrower”), is indebted to Lender in connection with the Lender Debt (as defined below). Borrower’s obligations to Lender are secured by the Lender Liens against the Lender Collateral (as such terms are defined below).

B. Netcom, Inc., an Illinois corporation (“Netcom”) sponsored (and was the “administrator”, within the meaning of 29 U.S.C. §§ 1301(a)(1) and (13), of) the Plan, a single employer, defined benefit pension plan. Netcom failed to make one or more legally required contributions to the Plan. Consequently, a lien has arisen in favor of the Plan under 26 U.S.C. § 430(k) and 29 U.S.C. § 1083, upon all currently owned and after-acquired property and rights to property, whether real or personal, of Netcom, Borrower, Netcom Holdings, Inc., an Illinois corporation (“Netcom Holdings”), and the other members of Netcom’s “controlled group” (within the meaning of 29 U.S.C. § 1301(a)(14)) (all such members, collectively, including Netcom, Borrower, and Netcom Holdings the “Controlled Group Members”; such property and rights to property of Netcom, Borrower, and Netcom Holdings the “PBGC Collateral”).

C. PBGC perfected such liens (the “430(k) Liens”) against Netcom, Borrower, and Netcom Holdings and the PBGC Collateral by filing Notices of Federal Lien against Netcom, Borrower, and Netcom Holdings with the Illinois Secretary of State and the Cook County Record of Deeds on or about July 17, 2019, as document No. 1919862001.

D. On October 31, 2019, Netcom and PBGC entered into an agreement (1) terminating the Plan under 29 U.S.C. § 1341(c), (2) establishing September 30, 2019, as the Plan’s termination date under 29 U.S.C. § 1348, and (3) approving PBGC as the statutory trustee of the Plan under 29 U.S.C. § 1342(c).

E. PBGC, Netcom, and certain other Controlled Group Members have entered into the PBGC Debt Documents (as defined below) to resolve the Controlled Group Members’ liability to PBGC for the Plan’s termination.

F. The Lender Debt will be used to repay part of the loan from Harvest Commercial Capital, LLC, a Delaware limited liability company (“Harvest”) to Borrower.

G. As a condition to Lender providing the Lender Debt, Lender requires the execution and delivery of this Agreement by PBGC.

NOW THEREFORE, in consideration of the foregoing Recitals, the agreements and undertakings contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

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AGREEMENTS

Article I. Conditions Precedent; Construction; Definitions.

Section 1.01 Conditions Precedent to Effectiveness of Agreement. Notwithstanding anything to the contrary in this Agreement, this Agreement will not become operative until the Effective Date occurs. “Effective Date” means the date on which Borrower pays \$1,064,000.00 to Harvest in reduction of the Senior Lender Debt as defined in that certain Intercreditor Agreement entered into as of June 7, 2022, by and between PBGC and Harvest.

Section 1.02 Construction. In this Agreement, unless specifically otherwise provided or the context otherwise requires, the singular includes the plural and the plural the singular; the word “or” shall be deemed to include “and/or,” the words “including,” “includes,” and “include” shall be deemed to be followed by the words “without limitation”; and references to sections are to those of this Agreement. Headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose. A reference to any statute will be deemed also to refer to all rules and regulations promulgated under the statute, unless the context requires otherwise.

Section 1.03 Definitions. The following terms shall have the following meanings in this Agreement:

“Bankruptcy Code” means the provisions of Title 11 of the United States Code, as amended from time to time and any successor statute and all rules and regulations promulgated thereunder.

“Bankruptcy Laws” means the Bankruptcy Code, and all other applicable federal, state, provincial, or foreign liquidation, conservatorship, bankruptcy, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief law affecting creditors’ rights generally, as amended and in effect from time to time.

“Common Collateral” means Lender Collateral that is also PBGC Collateral, and vice versa.

“Consensual Disposition” means any non-ordinary course Disposition of Common Collateral permitted under the Lender Debt Documents or consented to by Lender, provided that all net Proceeds thereof shall be applied pursuant to Section 4.01(a) below.

“Disposition” or “Dispose” means, with respect to any interest in property, the sale, assignment, transfer, lease (as lessor), license, or other disposition of such interest in such property (or the granting of any option or other right to do any of the foregoing).

“Enforcement Action” means the exercise of any right or remedy by either Party with respect to Borrower and/or Common Collateral (judicially or non-judicially), including, without limitation, the exercise of any rights or remedies of a secured creditor under the UCC of any applicable jurisdiction and/or as mortgagee under the Illinois Mortgage Foreclosure Law, 735 ILCS 5/15-1101 et seq. Notwithstanding the foregoing, the term “Enforcement Action” excludes any act by either Party of (a) sending notices of the existence of, or any evidence or confirmation of such Party’s debt or Liens to any court or governmental agency, or filing or recording any such notice or evidence, in each case, to the extent necessary to create, prove, perfect, or preserve such

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Party's debt or Liens, or filing proofs of claim or statements of interest with respect to such Party's debt or Liens; or (b) defending against claims of third parties challenging such Party's debt or Liens.

"Insolvency Proceeding" means any voluntary or involuntary insolvency, bankruptcy, receivership, custodianship, liquidation, dissolution, reorganization, assignment for the benefit of creditors, appointment of a custodian, receiver, trustee, or other officer with similar powers, with respect to Borrower or any Common Collateral, or any other proceeding for the liquidation, dissolution, or other winding up of Borrower, whether initiated under the Bankruptcy Code or any other Bankruptcy Laws.

"Lender Collateral" means all real and personal property of Borrower, whether such property is now owned and existing or hereafter acquired or created, and all Proceeds and products of any such property.

"Lender Debt" means that certain loan and other financial accommodations made by Lender to and for the benefit of Borrower pursuant to the Lender Loan Documents, including, without limitation, a promissory note, dated July 5, 2022 by Borrower in favor of Lender in the original principal amount of \$1,064,000.00 plus all fees, costs, expenses, protective advances, and interest due and owing pursuant to the express terms of the Lender Debt Documents, provided, however, that in no event will the outstanding principal amount of such loan or financial accommodations exceed \$1,064,000.00 (the "Principal Cap"). The Principal Cap, together with all fees, costs, expenses, protective advances, and interest accruing in respect to or attributable to the Principal Cap shall hereinafter be referred to as the "Senior Lender Debt." Any and all principal in excess of the Principal Cap, together with any fees, costs, expenses, protective advances, and interest attributable to such excess principal, shall hereinafter be referred to as the "Junior Lender Debt." To the extent that any payment made by or on behalf of Borrower to Lender after the Effective Date is on account of and attributable to the outstanding principal of Senior Lender Debt pursuant to the express terms of the Lender Debt Documents, such principal payment shall permanently reduce the Principal Cap on a dollar-for-dollar basis.

"Lender Debt Documents" means all promissory notes, loan agreements, security agreements, mortgages, guaranties, and other agreements, documents, and instruments evidencing, securing, guaranteeing, or otherwise executed from time to time in connection with all or any portion of the Lender Debt.

"Lender Liens" means, collectively, all Liens of Lender on the Lender Collateral granted pursuant to the Lender Debt Documents, including, without limitation, a lien on any and all personal property of Borrower now or hereinafter acquired and the Lender's Mortgage.

"Lender's Mortgage" means that certain mortgage on that certain real property commonly known as 599 Wheeling Road, Wheeling, Illinois 60090 and legally described on Exhibit A attached hereto, dated July 5th, 2022 same having been recorded with the Cook County Recorder of Deeds and bears recording no. 2221318345.

"Lien" means, with respect to any asset, (a) any mortgage, deed of trust, lien, pledge, hypothecation, encumbrance, title retention, charge, or security interest in, on, or of such asset,

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whether arising by grant, contract, statute, operation of law, possession, judgment, order, subrogation, or otherwise, and (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease, or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset.

“Paid in Full” or “Payment in Full” means, as of any date of determination with respect to the Lender Debt, (a) payment in full of the principal of and interest (including interest accruing on or after the commencement of an Insolvency Proceeding to the extent allowed in the proceeding) included in the Lender Debt, (b) payment in full of all other Lender Debt that is due and payable or otherwise accrued and owing at or prior to the time such principal and interest are paid, (c) termination or expiration of any commitments under the Lender Debt Documents to extend credit, and (d) termination or cash collateralization (in an amount and manner reasonably satisfactory to Lender in its sole and absolute discretion, but in no event greater than 105% of the aggregate undrawn face amount) of all letters of credit.

“PBGC Debt” means collectively all of the obligations, liabilities, and indebtedness of Netcom, Borrower, and Netcom Holdings to PBGC and the Plan arising by statute or otherwise and whether now or hereafter existing, including all missed contributions to the Plan, as described and set forth in the PBGC Debt Documents.

“PBGC Debt Documents” means that certain Settlement Agreement between PBGC, on the one hand, and Netcom, Borrower, Netcom Holdings, Inc., and Netcom A.B.E.E., on the other hand, dated as of September 22, 2020, as the same may be amended, restated, supplemented, or otherwise modified from time to time.

“PBGC Liens” means collectively the 430(k) Liens in favor of the Plan on Common Collateral.

“Person” means any natural person, corporation, general or limited partnership, limited liability company, firm, trust, association, government, governmental agency, or other entity, whether acting in an individual, fiduciary or other capacity.

“Proceeds” means (a) all “proceeds,” as defined in Article 9 of the UCC, of the Common Collateral, and (b) any and all other monies or property received or recovered when Common Collateral is sold, exchanged, collected, or disposed of, whether voluntarily or involuntarily.

“UCC” means the Uniform Commercial Code as in effect from time to time in the applicable jurisdiction as amended from time to time or any successor statute thereto.

Article II. Subordination.

Section 2.01 Limited Lien Subordination. PBGC agrees that any and all PBGC Liens on Common Collateral are expressly subordinated and junior in priority, operation, and effect to all Lender Liens on Common Collateral securing the Senior Lender Debt, including but not limited to Lender’s Mortgage, regardless of how any such Lien was acquired (whether by grant, possession, statute, operation of law, subrogation, or otherwise), the time, manner, or order of the grant, attachment, or perfection of any such Lien, or any conflicting provision of the UCC or other

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applicable law, regardless of the validity, extent, or priority of such Lien. However, if a court of competent jurisdiction enters a final and nonappealable judgment or order against Lender (a) declaring or ordering that any of the Lender Liens is not properly attached or perfected or is otherwise avoided for any reason whatsoever, or (b) avoiding, disallowing, or equitably subordinating any of the Senior Lender Debt, then the lien subordination provided by PBGC hereunder will be ineffective and void as to the particular Common Collateral which is the subject of such unattached, unperfected, or avoidable lien or to the extent Common Collateral secures such avoided, disallowed, or equitably subordinated Senior Lender Debt; provided that if PBGC takes any direct or indirect action (except any action compelled or directed by court order or subpoena) to seek, cause, or cooperate with the entry of such judgment or order challenging any of the Lender Liens or the Senior Lender Debt, then the lien subordination provided by PBGC hereunder will be effective as to all of the Lender Liens and Senior Lender Debt notwithstanding the entry of such judgment or order.

Section 2.02 Limited Payment Subordination. Except as provided in the following sentence, this Agreement is intended to effect a limited Lien subordination only and is not intended to subordinate the payment of the PBGC Debt to the payment of the Lender Debt or the payment of the Lender Debt to the payment of the PBGC Debt. But the Parties agree that: (i) prior to PBGC's receipt of notice from Lender of any Default under the Lender Debt Documents ("Lender Default Notice"), PBGC shall be entitled to receive the Required Payments (as defined in and expressly set forth in the PBGC Debt Documents), (ii) after any such receipt, PBGC to the fullest extent permitted by law (i) shall not be entitled to receive any payments at all from Borrower and (ii) any payments so received shall be paid over to the Lender for application to Senior Lender Debt, and (iii) 180 days after PBGC's receipt of the Lender Default Notice, PBGC's entitlement to receive the Required Payments shall resume. Until the Senior Lender Debt is paid in full, any payments that PBGC receives in violation of this Agreement shall to the fullest extent permitted by applicable law (i) be segregated and held in trust for Lender, and (ii) promptly be paid and turned over to Lender, in the same form as received, with any necessary endorsements to be applied to the Senior Lender Debt.

Section 2.03 Agreement Not to Contest. Neither Party will object to or contest, or support any other Person in contesting or objecting to, in any proceeding (including any Insolvency Proceeding), the validity, extent, perfection, priority, or enforceability of any Lien of the other Party. PBGC shall not demand, request, plead, or otherwise assert or claim the benefit of any marshalling, appraisal, valuation, or similar right which it may have in respect of any Common Collateral or the Lender Liens.

Article III. Enforcement Rights

Section 3.01 Default under Lender Debt Documents. Lender hereby represents and warrants to PBGC that, to Lender's knowledge, no default or event of default has occurred under or with respect to the Lender Debt Documents as of the Effective Date.

Section 3.02 Lender Enforcement Rights. Except as set forth in Section 3.03 below, during the term of this Agreement and whether or not an Insolvency Proceeding has been commenced by or against Borrower or with respect to the Common Collateral, Lender shall have the exclusive right to take and continue any and all Enforcement Actions in its sole and absolute discretion. Upon the occurrence and during the continuance of a default or an event of default under the Lender

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Debt Documents, Lender shall be entitled to take and continue any Enforcement Action(s) with respect to the Lender Debt, the Lender Debt Documents and the Lender Collateral, including, without limitation, against Borrower and Common Collateral, in such order and manner as Lender may determine in its sole and absolute discretion. Lender shall provide PBGC reasonable prior notice of any Enforcement Action by Lender, although the failure of Lender to provide such notice shall not affect or impair the validity or effectiveness of the Enforcement Action(s) occurring prior to such notice being given or PBGC otherwise learning of such Enforcement Action(s).

Section 3.03 PBGC Enforcement Rights. PBGC agrees that during the term of this Agreement, it shall not take or cause to be taken any Enforcement Action against Borrower or Common Collateral without Lender's prior written consent. Notwithstanding the foregoing, upon the occurrence of any event of default under the PBGC Debt Documents and Lender's receipt of written notice thereof from PBGC, PBGC shall be entitled to take Enforcement Action against Borrower or Common Collateral if and only if Lender has failed to commence any Enforcement Action against Borrower or a material portion of the Common Collateral within 180 days after Lender receives such written notice from PBGC, or at such time Lender is not diligently attempting to vacate any stay or prohibition against such Enforcement Action; provided, however, that the 180-day period will be reduced to 90 days if there is an Event of Default under Section 6.2 of the PBGC Debt Documents.

Article IV. Application of Proceeds

Subject to Article II, the Parties agree as follows:

Section 4.01 Application of Proceeds. Notwithstanding anything in this Agreement to the contrary, all collections or recoveries from Common Collateral or Proceeds thereof resulting from or in connection with an Enforcement Action, a Consensual Disposition (whether from an Enforcement Action, an Insolvency Proceeding, a sale by Borrower, or otherwise), or otherwise, by any Party, shall be applied as follows: (a) first, to payment to Harvest in the amount of the Senior Lender Debt as defined and expressly set forth in that certain Intercreditor Agreement entered into as of June 7, 2022, by and between PBGC and Harvest, (b) second, to Senior Lender Debt, (c) third, if and only if the Senior Lender Debt has been Paid in Full, to payment of the PBGC Debt, (d) forth, if and only if the PBGC Debt has been paid in full, to the payment of the Junior Lender Debt. Until the Senior Bank Debt is paid in full, any payments that PBGC receives in violation of this Agreement shall to the fullest extent permitted by applicable law (y) be segregated and in held in trust for Lender, and (z) promptly paid and turned over to the Lender, in the same form as received, with any necessary endorsements to be applied to the Senior Lender Debt.

Section 4.02 Consensual Disposition of Common Collateral. In the event of any Consensual Disposition, PBGC shall be deemed to have consented thereto and such Consensual Disposition shall be free and clear of the PBGC Liens. Any purchaser of Common Collateral may rely on this Agreement as evidence of PBGC's consent to such Consensual Disposition and that such Consensual Disposition is free and clear of the PBGC Liens. The Proceeds of any such Consensual Disposition shall be distributed and applied as provided in Section 4.01.

Section 4.03 Release of PBGC Liens. PBGC shall promptly execute and deliver to Lender such releases and other documents as Lender may request to effect the release of the PBGC Liens on the Common Collateral in accordance with Section 4.02; provided, that PBGC's failure to

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execute any such releases or other documents shall not affect the right of the purchaser of such Common Collateral to rely on this Agreement.

Article V. Waivers; Etc.

Section 5.01 No Warranties or Liability. Each Party acknowledges and agrees that neither has made any representation or warranty with respect to the execution, validity, legality, completeness, collectability, or enforceability of any of the Lender Debt, the Lender Debt Documents, the Lender Liens, the PBGC Debt, the PBGC Debt Documents, or the PBGC Liens (except to any extent otherwise expressly provided in this Agreement). Except to any extent otherwise expressly provided in this Agreement, each Party will be entitled to manage and supervise any liability or obligation of Borrower to the respective Party in accordance with law and its usual practices, modified from time to time as it deems appropriate.

Section 5.02 No Waivers. No right or benefit of any Party hereunder shall at any time in any way be prejudiced or impaired by any act or failure to act on the part of such Party or the other Party or by any noncompliance by Borrower with the terms and conditions of any Lender Debt Documents or the PBGC Debt Documents.

Article VI. Modification of Lender Debt Documents; PBGC Debt Documents

Section 6.01 Permitted Modification to Lender Debt Documents. Except as otherwise expressly provided in this Article VI, the Lender Debt Documents may be modified by Lender without notice to or consent by PBGC.

Section 6.02 Modifications to Lender Debt Documents Requiring PBGC Consent. Notwithstanding Section 6.01, Lender shall not agree to any modification to the Lender Debt Documents that extends a scheduled amortization payment or the scheduled final maturity date(s) of any Lender Debt beyond the scheduled final maturity date(s) of the PBGC Debt (any such extended scheduled payment, an "Extended Payment") without PBGC's prior written consent, which consent shall not be unreasonably withheld. Additionally, Lender shall not increase the principal amount of the Lender Debt above the Principal Cap without PBGC's prior written consent, which consent shall not be unreasonably withheld. Lender agrees that, absent such prior written consent, any Lender Lien securing Junior Lender Debt shall be junior in priority, operation, and effect to all PBGC Liens on Common Collateral securing PBGC Debt for all purposes of this Agreement including the Parties' relative lien priorities in Common Collateral, for which Lender will have rights and obligations analogous to the rights and obligations PBGC has under this Agreement with respect to the PBGC Debt and the Common Collateral (including Proceeds) therefor, and PBGC will have rights and obligations analogous to the rights and obligations Lender has under this Agreement with respect to Senior Lender Debt and the Common Collateral (including Proceeds) therefor.

Section 6.03 Modifications to PBGC Debt Documents. PBGC shall not without Lender's prior written consent agree to any modification of the PBGC Debt Documents that (a) increases the amount or frequency of the Installments (as defined in the PBGC Debt Documents), (b) imposes any additional monetary obligations upon Borrower, (c) modifies or adds any additional Events of Default under Article VI of the PBGC Debt Documents, or (d) is otherwise inconsistent

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with this Agreement.

Article VII. Successors and Assigns

Section 7.01 Assignment. This Agreement shall inure to the benefit of, and shall be binding upon, the Parties' respective successors and assigns.

Article VIII. Representations and Warranties

Section 8.01 Representations and Warranties of PBGC. PBGC hereby represents and warrants to Lender that as of the Effective Date: (a) PBGC has the power and authority to enter into, execute, deliver, and carry out the terms of this Agreement; (b) the execution of this Agreement by PBGC will not violate or conflict with any applicable law, regulation, or order or require any consent or approval which has not been obtained; and (c) this Agreement is the legal, valid, and binding obligation of PBGC, enforceable against PBGC and the Plan in accordance with its terms.

Section 8.02 Representations and Warranties of Lender. Lender hereby represents and warrants to PBGC that as of the Effective Date: (a) Lender has the power and authority to enter into, execute, deliver, and carry out the terms of this Agreement, all of which has been duly authorized by all proper and necessary action and is not prohibited by its organizational documents; and (a) this Agreement is the legal, valid, and binding obligation of Lender, enforceable against Lender in accordance with its terms.

Article IX. Miscellaneous

Section 9.01 Modification. Any modification or waiver of any provision of this Agreement, or any consent to any departure by any Party from the terms hereof, shall not be effective in any event unless the same is in writing and signed by both Parties, and then such modification, waiver, or consent shall be effective only in the specific instance and for the specific purpose given. The Parties may modify or terminate this Agreement pursuant to its terms at any time without notice to or approval of Borrower or any other Person.

Section 9.02 Further Assurances. Each Party promptly will execute and deliver such further instruments and agreements and do such further acts and things as may be reasonably requested in writing by any other Party that may be necessary or desirable in order to effect fully the terms of this Agreement.

Section 9.03 Notices. Unless otherwise specifically provided herein, any notice delivered under this Agreement shall be in writing addressed to the respective Party as set forth below and may be (a) personally served, (b) sent by overnight courier service or certified or registered United States mail, or (c) transmitted by e-mail and confirmed in writing provided to the recipient in a manner described in clause (a) or (b) of this Section 9.03, and shall be deemed to have been given (x) if delivered in person, when delivered, (y) if delivered by e-mail, on the date of transmission if transmitted on a business day before 4:00 p.m. (Eastern time) or, if not, on the next succeeding business day, and (z) if delivered by courier or certified or registered United States mail, when received.

Notices shall be addressed as follows:

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If to PBGC:

Corporate Finance & Restructuring Department
Pension Benefit Guaranty Corporation
1200 K Street N.W.
Washington, D.C. 20005
Attn: Deputy Director
E-mail: SAcompliance@pbgc.gov

With a copy to:

Office of the General Counsel
Pension Benefit Guaranty Corporation
1200 K Street, N.W., Rm. 3425
Washington, D.C. 20005-4025
Attn: Cassandra C. Burton
E-mail: burton.cassandra@pbgc.gov

If to Lender:

SomerCor 504, Inc.,
601 S. LaSalle
Suite 510
Chicago, Illinois 60605
Attn: Mickey Maslic
E-mail: mmaslic@somercor.com

With a copy to:

Gregg G. Rotter
Rotter & Associates, Ltd.
730 S. 8th Street, Unit 516
Sheboygan, WI 53081
E-mail:
grotter@rotterandassociates.com

or in any case, to such other address as the Party addressed shall have previously designated by written notice to the serving Party, given in accordance with this Section 9.03.

Section 9.04 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by e-mail shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 9.05 Severability. In the event that any provision of this Agreement is deemed to be invalid, illegal, or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court or governmental authority, the validity, legality, and

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enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby, and the affected provision shall be modified to the minimum extent permitted by law so as most fully to achieve the intention of this Agreement.

Section 9.06 Continuation of Subordination; Termination of Agreement. This Agreement shall remain in full force and effect until the earlier of (a) Payment in Full of the Lender Debt, and (b) there are no longer any perfected PBGC Liens. Upon either such occurrence, this Agreement shall terminate without further action or notice by the Parties.

Section 9.07 Governing Law. Except to the extent preempted by federal law, this Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois.

Section 9.08 Jurisdiction. To the fullest extent permitted by law, each of the Parties hereby irrevocably and unconditionally (a) submits to the non-exclusive jurisdiction of the United States District Court for the Northern District of Illinois in any action or proceeding arising out of this Agreement (an "Action"), and (b) agrees that all claims in respect of any such Action may be heard and determined in such U.S. District Court.

Section 9.09 Venue. Each of the Parties hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any Action in any court referred to in Section 9.08. Each of the Parties hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such Action in any such court.

Section 9.10 Service of Process. Each of the Parties, to the fullest extent permitted by law, irrevocably consents to service of process in the manner provided for notices in Section 9.03 in any Action. Nothing in this Agreement will affect the right of any Party to serve process in any other manner permitted by law.

Section 9.11 **WAIVER OF JURY TRIAL. EACH OF THE PARTIES HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION. EACH OF THE PARTIES (A) CERTIFIES THAT NO REPRESENTATIVE, OTHER AGENT (INCLUDING ANY ATTORNEY) OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 9.11.**

Section 9.12 No Third Party Beneficiaries. No Person is a third-party beneficiary of this Agreement. Neither Borrower nor any other obligor, mortgagor, or grantor, or any other creditor thereof, has any rights hereunder, and neither Borrower nor any such other Person may rely on the terms hereof. Nothing in this Agreement impairs the obligations of Borrower or any other obligors to pay principal, interest, fees, and other amounts as provided in the Lender Debt Documents, the PBGC Debt Documents, and under applicable law. No Person will have a right to notice of a modification to, or action taken under, this Agreement (including the release or impairment of any Collateral).

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Section 9.13 Nonreliance. Each Party acknowledges that it has, independently and without reliance upon, in the case of Lender, PBGC and, in the case of PBGC, Lender, and based on such documents and information as each has deemed appropriate, made its own financial analyses and decisions to enter into this Agreement. Lender and PBGC shall have no duty to disclose to the other, any information relating to Borrower or any Common Collateral, or any other circumstance bearing upon the risk of nonpayment of any of the Lender Debt or the PBGC Debt, as the case may be, that is known or becomes known to it.

[Signature Page Follows]

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IN WITNESS WHEREOF, PBGC and Lender have caused this Agreement to be executed as of the Effective Date.

PENSION BENEFIT GUARANTY CORPORATION:

By: David E Mudd
Name: David E. Mudd
Title: Deputy Chief Investment Officer

**SOMERCOR 504, INC.,
an Illinois Non-Profit Corporation:**

By: _____
Name:
Title:

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[Signature Page to Intercreditor/ Lien Subordination Agreement]


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IN WITNESS WHEREOF, PBGC and Lender have caused this Agreement to be executed as of the Effective Date.

PENSION BENEFIT GUARANTY CORPORATION:

By: _____
Name:
Title:

SOMERCOR 504, INC.,
an Illinois Non-Profit Corporation:

By:  _____
Name: MILAN MASLIC
Title: EXECUTIVE VICE PRESIDENT

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[Signature Page to Intercreditor/ Lien Subordination Agreement]

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ACKNOWLEDGMENT AND AGREEMENT OF OBLIGORS

FOR VALUE RECEIVED, each of the undersigned hereby acknowledges and consents to the execution, delivery, and performance of the foregoing Intercreditor / Lien Subordination Agreement, dated as of July 5, 2022, between SomerCor 504, Inc., an Illinois Non-Profit Corporation, and the Pension Benefit Guaranty Corporation (the "Agreement"; capitalized terms used herein but not expressly defined herein having the same meanings as given to such terms in the Agreement) by PBGC and Lender and further agrees to be bound by the provisions of the Agreement as they relate to the relative rights, remedies, and priorities of PBGC and Lender and the respective debts, liabilities, and obligations of Netcom, Borrower, and Netcom Holdings; provided, however, that nothing in the Agreement will amend, modify, change, or supersede the respective terms of any of the Lender Debt Documents or the PBGC Debt Documents as between Netcom, Borrower, and Netcom Holdings on the one hand, and Lender or PBGC, on the other hand, and in the event of any conflict or inconsistency between the terms of the Agreement and those of any agreement, note, or other document (or applicable law) evidencing or securing any of the Lender Debt, the PBGC Debt, or any collateral, the provisions of such other agreement, instrument, or document (or applicable law) shall govern as between Netcom, Borrower, and Netcom Holdings on the one hand, and Lender or PBGC (as the case may be), on the other hand, and Netcom, Borrower, and Netcom Holdings further agree that the Agreement shall not give Netcom, Borrower, or Netcom Holdings any substantive rights relative to Lender or PBGC and that Netcom, Borrower, and Netcom Holdings shall not be entitled to raise any actions or inactions on the part of Lender or PBGC under the Agreement as a defense, counterclaim or other claim against such Party.

WITNESS my hand as of July 5, 2022.

NETCOM, INC.

By: *E. Argoudelis*
 Name: Evangelos D. Argoudelis
 Title: Chairman

Address for Notice:

599 Wheeling
Wheeling, IL 60090

NETCOM PROPERTIES, INC.

By: *E. Argoudelis*
 Name: Evangelos D. Argoudelis
 Title: Chairman

NETCOM HOLDINGS, INC.

By: *E. Argoudelis*
 Name: Evangelos D. Argoudelis
 Title: Chairman

UNOFFICIAL COPY

District of Columbia

STATE OF _____)

COUNTY OF _____)

)
) SS
)

I, Michelle Li, a Notary Public in and for said ^{District} ~~County~~, in the ~~State~~ aforesaid, do hereby certify that on July 8, 2022, personally appeared before me, David E. Mudd, personally known to me to be the same person whose name is subscribed to the foregoing instrument and acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said entity for the uses and purposes therein set forth.



Michelle Li
Notary Public

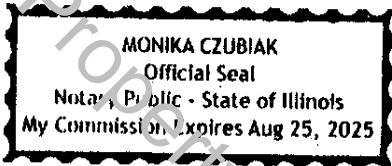
Michelle Li
Notary Public, District of Columbia
My Commission Expires 9/30/2022

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STATE OF IL)
COUNTY OF COOK) SS
)

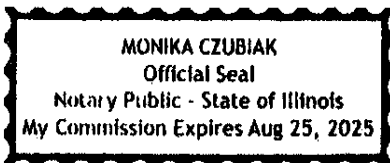
I, MONIKA CZUBIAK, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on JULY 5, 2022, personally appeared before me, MILAN MASLIC, personally known to me to be the same person whose name is subscribed to the foregoing instrument and acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said entity for the uses and purposes therein set forth.



[Signature]
Notary Public

STATE OF IL)
COUNTY OF COOK) SS
)

I, MONIKA CZUBIAK, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on JULY 5, 2022, personally appeared before me, EVANGELOS D. ARGOUNELIS, personally known to me to be the same person whose name is subscribed to the foregoing instrument and acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said entity for the uses and purposes therein set forth.



[Signature]
Notary Public

PREMIER TITLE

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EXHIBIT A

LEGAL DESCRIPTION

LOT 7 (EXCEPT THE WEST 15.25 FEET THEREOF) AND ALL OF LOT 8 IN BLOCK 11 IN HERZOG'S 1ST INDUSTRIAL SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE WEST 1/2 OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON DECEMBER 13, 1955 AS DOCUMENT NUMBER LR1639763 AND CERTIFICATE OF CORRECTION THEREOF REGISTERED DECEMBER 14, 1956 AS DOCUMENT NUMBER LR1713481, IN COOK COUNTY, ILLINOIS.

ADDRESS: 599 Wheeling Road, Wheeling IL 60090

PIN: 03-11-300-004-0000 & 03-11-300-005-0000

Property of Cook County Clerk's Office