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KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 10/13/2022 12:48 PM PG: 1 OF 12

## SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT

Dated as of October 7, 2022

By and Among

**DBR INVESTMENTS CO. LIMITED,**  
as Lender

and

**CENVEO WORLDWIDE LIMITED,**  
as Tenant

and

**HC ROCKWELL AVE, LLC,**  
as Landlord

Property Location: 3001 North Rockwell &  
2950 North Campbell Avenue,  
Chicago, Illinois 60618  
Cook County

Property Index No.: 13-25-219-062-0000; 13-25-213-012-0000;  
13-25-213-014-0000; 13-25-213-016-0000;  
13-25-213-018-0000; 13-25-213-019-0000;  
13-25-222-011-0000

PREPARED FOR OR BY AND UPON  
RECORDATION RETURN TO:

Greenberg Traurig, LLP  
One Vanderbilt Avenue  
New York, New York 10017  
Attention: Corey A. Tessler, Esq.

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This **SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT** (the "**Agreement**") is dated as of October 7, 2022 and is by and among **DBR INVESTMENTS CO. LIMITED**, having an address at 1 Columbus Circle, 15th Floor, New York, New York 10019 (together with its alternate branches and affiliates, and each of their respective successors and assigns, "**Lender**"), **HC ROCKWELL AVE, LLC**, a Delaware limited liability company, having an office at c/o Hackman Capital Partners, LLC, 4060 Ince Blvd., Culver City, California 90232 ("**Landlord**"), and **CENVEO WORLDWIDE LIMITED**, a Delaware limited liability company, having an office at 200 First Stamford Place, Stamford, Connecticut 06902 ("**Tenant**").

WHEREAS, Lender has made or intends to make a loan to Landlord (the "**Loan**"), which Loan shall be evidenced by one or more promissory notes (as the same may be amended, modified, restated, severed, consolidated, renewed, replaced, or supplemented from time to time, the "**Promissory Note**"), and secured by, among other things, that certain Mortgage or Deed of Trust, Assignment of Leases and Rents and Security Agreement (as the same may be amended, restated, replaced, severed, split, supplemented or otherwise modified from time to time, the "**Mortgage**") encumbering the real property located at 2950 N. Campbell Avenue, Chicago, Illinois, 60618 and 3001 N. Rockwell Street, Chicago, Illinois 60618 as more particularly described on **Exhibit A** annexed hereto and made a part hereof (the "**Property**");

WHEREAS, by a lease agreement (as amended, collectively the "**Lease**") dated June 30, 2016, between Landlord (or Landlord's predecessor in title) and Tenant, Landlord leased to Tenant a portion of the Property, as said portion is more particularly described in the Lease (such portion of the Property hereinafter referred to as the "**Premises**");

WHEREAS, Tenant acknowledges that Lender will rely on this Agreement in making the Loan to Landlord; and

WHEREAS, Lender and Tenant desire to evidence their understanding with respect to the Mortgage and the Lease as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual agreements hereinafter set forth, the parties hereto hereby agree as follows:

1. Subject to the terms and conditions set forth herein, Tenant covenants, stipulates and agrees that the Lease and all of Tenant's right, title and interest in and to the Property thereunder (including but not limited to any option to purchase, right of first refusal to purchase or right of first offer to purchase the Property (or any portion thereof)) is hereby, and shall at all times continue to be, subordinated and made secondary and inferior in each and every respect to the Mortgage and the lien thereof, to all of the terms, conditions and provisions thereof and to any and all advances made or to be made thereunder, so that at all times the Mortgage shall be and remain a lien on the Property prior to and superior to the Lease for all purposes, subject to the provisions set forth herein. Subordination is to have the same force and effect as if the Mortgage and such renewals, modifications, consolidations, replacements and extensions had been executed, acknowledged, delivered and recorded prior to the Lease, any amendments or modifications thereof and any notice thereof. Tenant hereby acknowledges and agrees that any option to

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purchase, right of first refusal to purchase or right of first offer to purchase the Property (or any portion thereof) in the Lease, if any, shall not be exercisable in connection with any exercise of remedies pursuant to the Mortgage or any mezzanine loan secured by the membership interests in Landlord, including: (i) a purchase of the Property (or any portion thereof) at a foreclosure sale, (ii) a transfer of the Property (or any portion thereof) to Lender or its designee pursuant to a deed-in-lieu of foreclosure, (iii) a transfer of the membership interests in Landlord pursuant to a foreclosure of any such mezzanine loan, or (iv) any subsequent sale of the Property (or any portion thereof) by Lender or its designee after such foreclosure or deed-in-lieu of foreclosure or by any mezzanine lender or its designee after such foreclosure of such mezzanine loan. The holder of any such mezzanine loan shall be a third party beneficiary of the foregoing sentence subject to the terms and conditions described herein.

2. Lender agrees that if Lender exercises any of its rights under the Mortgage, including entry or foreclosure of the Mortgage or exercise of a power of sale under the Mortgage, Lender will not disturb Tenant's right to use, occupy and possess the Premises under the terms of the Lease so long as Tenant, at the time of Lender's exercise of such rights under the Mortgage or at any time thereafter, is not in default beyond any applicable grace period under any term, covenant or condition of the Lease.

3. If, at any time Lender (or any person, or such person's successors or assigns, who acquires the interest of Landlord under the Lease through foreclosure of the Mortgage or otherwise) shall succeed to the rights of Landlord under the Lease as a result of a default or event of default under the Mortgage, upon written notice to Tenant in accordance with the notice provision in the Lease, Tenant shall thereafter at once to and recognize such person so succeeding to the rights of Landlord under the Lease (herein sometimes called "**Successor Landlord**") as Tenant's landlord under the Lease, said attornment to be effective and self-operative without the execution of any further instruments. Although said attornment shall be self-operative, Tenant agrees to execute and deliver to Lender or to any Successor Landlord, such other instrument or instruments as Lender or such other person shall from time to time request in order to confirm said attornment in form and substance reasonably acceptable to Tenant, Lender and Successor Landlord, as applicable.

4. Landlord authorizes and directs Tenant to honor any written demand or notice from Lender instructing Tenant to pay rent or other sums to Lender rather than Landlord (a "**Payment Demand**"), regardless of any other or contrary notice or instruction which Tenant may receive from Landlord before or after Tenant's receipt of such Payment Demand. Tenant may rely upon any notice, instruction, Payment Demand, certificate, consent or other document from, and signed by, Lender and shall have no duty to Landlord to investigate the same or the circumstances under which the same was given. Any payment made by Tenant to Lender or in response to a Payment Demand shall be deemed proper payment by Tenant of such sum pursuant to the Lease. Landlord irrevocably agrees that Tenant shall not be liable to Landlord or any person claiming under Landlord, for making any payment or rendering any performance to Lender.

5. If Lender shall become the owner of the Property or the Property shall be sold by reason of foreclosure or other proceedings brought to enforce the Mortgage or if the Property shall be transferred by deed in lieu of foreclosure, Lender or any Successor Landlord shall not be:

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(a) liable for any act or omission of any prior landlord (including Landlord) or bound by any obligation to make any payment to Tenant which was required to be made prior to the time Lender succeeded to any prior landlord (including Landlord) except to the extent Lender receives such funds which are payable to Tenant; or

(b) obligated to cure any defaults of any prior landlord (including Landlord) which occurred, or to make any payment to Tenant which was required to be paid by any prior landlord (including Landlord), prior to the time that Lender or any Successor Landlord succeeded to the interest of such landlord under the Lease; provided, however, to the extent such default is of a continuing nature and remains uncured after the date that Successor Landlord acquires title to the Property, such default is susceptible to cure by Successor Landlord, and Lender shall have received prior written notice of such default and the opportunity to cure the same in accordance with the terms hereof, then Successor Landlord shall be obligated to cure such default within a reasonable period of time after Successor Landlord takes title to the Property (but in no event less than the period of time set forth in the Lease to cure such default); or

(c) obligated to perform any construction obligations of any prior landlord (including Landlord) under the Lease or liable for any defects (latent, patent or otherwise) in the design, workmanship, materials, construction or otherwise with respect to improvements and buildings constructed on the Property; or

(d) subject to any offsets, defenses or counterclaims which Tenant may be entitled to assert against any prior landlord (including Landlord); or

(e) bound by any payment of rent or additional rent by Tenant to any prior landlord (including Landlord) for more than one month in advance; or

(f) bound by any amendment, modification, termination or surrender of the Lease made without the written consent of Lender; or

(g) liable or responsible for or with respect to the retention, application and/or return to Tenant of any security deposit paid to any prior landlord (including Landlord), whether or not still held by such prior landlord, unless and until Lender or any Successor Landlord has actually received said deposit for its own account as the landlord under the Lease as security for the performance of Tenant's obligation under the Lease (which deposit shall, nonetheless, be held subject to the provisions of the Lease).

6. Tenant hereby represents, warrants, covenants and agrees to and with Lender:

(a) to deliver to Lender, by certified mail, return receipt requested, a duplicate of each notice of default delivered by Tenant to Landlord at the same time as such notice is given to Landlord and no such notice of default shall be deemed given by Tenant under the Lease unless and until a copy of such notice shall have been so delivered to Lender. Tenant's failure to do so shall not constitute a default under the Lease. Lender shall have the right (but shall not be obligated) to cure such default. Tenant shall accept performance by Lender of any term, covenant, condition or agreement to be performed by Landlord

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under the Lease with the same force and effect as though performed by Landlord. Tenant further agrees to afford Lender a period of thirty (30) days beyond any period afforded to Landlord for the curing of such default during which period Lender may elect (but shall not be obligated) to seek to cure such default, or, if such default cannot be cured within that time, then such additional time as may be necessary to cure such default not to exceed ninety (90) days (including but not limited to commencement of foreclosure proceedings) during which period Lender may elect (but shall not be obligated) to seek to cure such default, prior to taking any action to terminate the Lease. If the Lease shall terminate for any reason, upon Lender's written request given within thirty (30) days after such termination, Tenant, within fifteen (15) days after such request, shall execute and deliver to Lender a new lease of the Premises for the remainder of the term of the Lease and upon all of the same terms, covenants and conditions of the Lease;

(b) that Tenant is the sole owner of the leasehold estate created by the Lease; and

(c) to promptly certify in writing to Lender, in connection with any proposed assignment of the Mortgage, whether or not any default on the part of Landlord then exists under the Lease and to deliver to Lender any tenant estoppel certificates required under the Lease.

7. Tenant acknowledges that the interest of Landlord under the Lease is assigned to Lender solely as security for the Promissory Note, and Lender shall have no duty, liability or obligation under the Lease or any extension or renewal thereof, unless Lender shall specifically undertake such liability in writing or Lender becomes and then only with respect to periods in which Lender becomes, the fee owner of the Property.

8. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Premises is located (excluding the choice of law rules thereof).

9. This Agreement and each and every covenant, agreement and other provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns (including, without limitation, any successor holder of the Promissory Note) and may be amended, supplemented, waived or modified only by an instrument in writing executed by the party against which enforcement of the termination, amendment, supplement, waiver or modification is sought.

10. All notices to be given under this Agreement (other than service of process to Tenant) shall be in writing and shall be deemed served upon receipt by the addressee if served personally or, if mailed, upon the first to occur of receipt or the refusal of delivery as shown on a return receipt, after deposit in the United States Postal Service certified mail, postage prepaid, addressed to the address of Landlord, Tenant or Lender appearing below. Such addresses may be changed by notice given in the same manner. If any party consists of multiple individuals or entities, then notice to any one of same shall be deemed notice to such party.

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Lender's Address: DBR Investments Co. Limited  
 US Commercial Real Estate  
 1 Columbus Circle, 15th Floor  
 Mail Stop: NYC01-1530  
 New York, New York 10019  
 Attention: Jonathan Jacobs

and to: DBR Investments Co. Limited  
 1999 Avenue of the Stars, Suite 3750  
 Los Angeles, California 90067  
 Attention: Bill Moyer

and to: DBR Investments Co. Limited  
 Legal Department  
 1 Columbus Circle, 19th Floor  
 Mail Stop: NYC01-1954  
 New York, New York 10019

Tenant's Address: Cenvex Worldwide Limited  
 200 First Stamford Place  
 Stamford, CT 06902  
 Attention: Legal Dept.

Landlord's Address: HC Rockwell Ave, LLC  
 c/o Hackman Capital Partners, LLC  
 4060 Ince Blvd.  
 Culver City, California 90232  
 Attention: Chief Executive Officer and General Counsel  
 Facsimile No. (310) 473-8827

with a copy to: Orrick Herrington & Sutcliffe LLP  
 355 S. Grand Ave., Suite 2700  
 Los Angeles, California 90071  
 Attention: Jonathan Roheim, Esq.  
 Facsimile No. (213) 612-2499

11. If this Agreement conflicts with the Lease, then this Agreement shall govern as between the parties and any Successor Landlord, including upon any attornment pursuant to this Agreement. This Agreement supersedes, and constitutes full compliance with, any provisions in the Lease that provide for subordination of the Lease to, or for delivery of nondisturbance agreements by the holder of, the Mortgage.

12. In the event Lender shall acquire Landlord's interest in the Premises, Tenant shall look only to the estate and interest, if any, of Lender in the Property for the satisfaction of Tenant's remedies for the collection of a judgment (or other judicial process) requiring the payment of money in the event of any default by Lender as a Successor Landlord under the Lease or under

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this Agreement, and no other property or assets of Lender shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under or with respect to the Lease, the relationship of the landlord and tenant under the Lease or Tenant's use or occupancy of the Premises or any claim arising under this Agreement.

13. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the extent necessary to be enforceable, or if such modification is not practicable, such provision shall be deemed deleted from this Agreement, and the other provisions of this Agreement shall remain in full force and effect, and shall be liberally construed in favor of Lender.

14. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*








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### LANDLORD:

**HC ROCKWELL AVE, LLC,**  
a Delaware limited liability company

By:   
Name: Brent Iloulian  
Title: Authorized Representative

Property of COOK COUNTY CLERK'S OFFICE

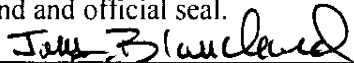
### ACKNOWLEDGMENT

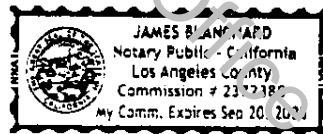
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA                     )  
   )  
COUNTY OF LOS ANGELES             )

On 29 September, 2022, before me, James Blanchard, Notary Public  
(insert name and title of the officer), personally appeared Brent Iloulian, 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.  
Signature  (Seal)

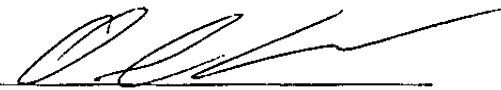


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**LENDER:**

**DBR INVESTMENTS CO. LIMITED,**  
a Cayman Islands corporation

By:   
Name: **MATT SMITH**  
Title: **DIRECTOR**

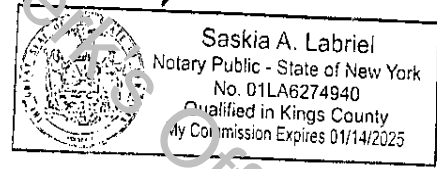
By:   
Name: Daniel Penn  
Title: Managing Director

STATE OF NEW YORK )  
 ) ss.  
COUNTY OF NEW YORK )

On the 3<sup>rd</sup> day of October in the year 2022, before me, the undersigned, personally appeared, Matt Smith, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

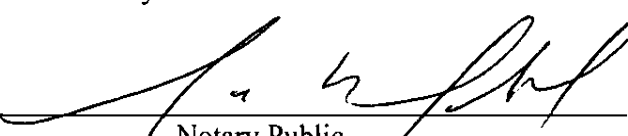
  
Notary Public

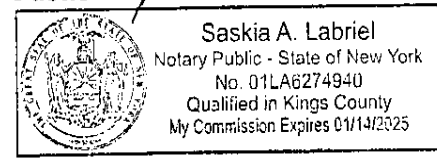


STATE OF NEW YORK )  
 ) ss.  
COUNTY OF NEW YORK )

On the 3<sup>rd</sup> day of October in the year 2022, before me, the undersigned, personally appeared, Daniel Penn, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

  
Notary Public



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## Exhibit A

### Legal Description of Property

The Land is described as follows:

Parcel 1:

Lots 1, 2, 3, 4, 5, 6, 7, 8 (Except the South 17 feet 11 inches of said Lot 8) in Sundmacher and Glades subdivision of that part of Lot 19 North of Wellington Street in snow estate subdivision lying in the northeast quarter of Section 25, Township 40 North, Range 13, East of The Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

Lots 44, 45, 46, 47, 48, 49, 50 and 51 in Sundmacher and Glades subdivision of that part of Lot 19 North of Wellington Street in snow estate subdivision lying in the northeast quarter of Section 25, Township 40 North, Range 13, East of The Third Principal Meridian, in Cook County, Illinois.

Parcel 3:

All of the North-South 16 foot vacated public alley lying West of and adjoining the West line of Lots 1-B, (Except the South 17 feet 11 inches of said Lot 8), both inclusive, lying North of the South line of Lot 8 (Except the 17 feet 11 inches of said Lot 8) extended West to a point on the East line of Lot 51, together with the North 14 feet of that part of the triangular shaped public alley lying South of and adjoining the South line of Lots 49, 50 and 51 lying westerly of the East line of Lot 51 extended South, as now vacated, all in Sundmacher and Glade's subdivision of that part of Lot 19 and a Strip of Land 33 feet in width North of and adjoining said Lot 19 in snow estates subdivision lying in the southeast 1/4 of the northeast 1/4 of Section 25, Township 40 North, Range 13, East of The Third Principal Meridian, in Cook County, Illinois.

Parcel 4:

The South 351 feet of Lot 2 (Except the West 150 feet of the North 201 feet thereof) in Sundmacher and glades subdivision of that part of Lot 19 North of Wellington Street in snow estate subdivision lying in the northeast quarter of Section 25, Township 40 North, Range 13, East of The Third Principal Meridian, in Cook County, Illinois.

Parcel 5:

That part of Lot 20 in the snow estate subdivision by the superior court partition of part of the East half of the northeast quarter of Section 25, Township 40 North, Range 13, East of The Third Principal Meridian in Cook County, Illinois, described as follows:

On the North by the North branch of the Chicago River, on the West by the West line of said Lot, on the South by the South line of the North Half of the northeast quarter of said section and on the southeast and east by a line commencing at a point on said South boundary line 33 feet East of the

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West line of said Lot and 60 feet North of said South Boundary line and thence North to the North Branch of the Chicago River (except that part if any dedicated for a waterway by instrument of plat recorded on February 6, 1890 as Document Number 1219138) (Except that part of Lot 20 in the superior court partition of the snow estate) in Section 25, Township 40 North, Range 13, East of the third principal meridian, bounded as follows:

That part commencing at a point 33 feet East of the West line of said Lot 20 on the South line of the North Half of the northeast Quarter of Section 25 aforesaid; thence North along a line 33 feet East of and parallel to the West line of said Lot 20 to the North line of Wellington Avenue and produced East; thence East along the said North line to the intersection of said line running between the point of origin and a point 60 feet East of the West line of said Lot 20 and 60 feet North of the South line of the North Half of the northeast quarter of section 25 aforesaid; thence southwest along said line to the point of origin, all in Cook County, Illinois.

Parcel 6:

Easement for the benefit of Parcel 4 as created by Easement Agreement dated February 27, 1987 and recorded April 16, 1987 as Document No. 87202044 for ingress and egress for maintenance of the building located on Parcel 4 over, under and across the land described as follows:

The East 237.02 feet of the West 387.02 feet of the North 3.00 feet of the South 354.00 feet of Lot 2 in Sundmacher and Glades Subdivision of that Part of Lot 19 North of Wellington Street in Snow Estate Subdivision lying in the Northeast Quarter of Section 25, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PINs: 13-25-219-062-0000; 13-25-213-012-0000; 13-25-213-014-0000; 13-25-213-016-0000; 13-25-213-018-0000; 13-25-213-019-0000; 13-25-222-011-0000

Common Addresses: 3001 North Rockwell & 2950 North Campbell Avenue, Chicago, Illinois 60618

Prepared For or By and Upon  
Recordation Return To:

Greenberg Traurig, LLP  
One Vanderbilt Avenue  
New York, New York 10017  
Attention: Corey A. Tessler, Esq.