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KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 12/20/2022 02:01 PM PG: 1 OF 10

THIS INSTRUMENT WAS PREPARED BY AND, WHEN RECORDED, SHOULD BE RETURNED TO:

Morris, Manning and Martin, LLP
1600 Atlanta Financial Center
3343 Peachtree Road NE
Atlanta, Georgia 30326
Attn: Tyler R. T. Wolf, Esq.

Store 2423 - 10335 S. Kedzie Avenue, Chicago, Illinois
60655 (Cook County)
PIN(s): 24-13-100-010-0000; 24-13-100-011-0000;
24-13-100-012-0000; 24-13-100-013-0000; and 24-
13-100-014-0000

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT (this "Agreement") is entered into as of December 14, 2022, by and between CITY NATIONAL BANK, as administrative agent (together with its successors and assigns, the "Secured Party") for itself and for the benefit of the other lenders (collectively, the "Lenders") from time to time parties to a certain credit agreement entered into with AP ILLINOIS DEV, LLC, an Illinois limited liability company (the "Landlord"), Revere Dev LLC, a Massachusetts limited liability company, Weymouth Development LLC, a Massachusetts limited liability company, North Providence Development, LLC, a Rhode Island limited liability company, and Newport Development, LLC, a Rhode Island limited liability company, (together with the Landlord, collectively, the "Borrowers") and AP ILLINOIS MANAGEMENT, LLC, an Illinois limited liability company (the "Tenant").

RECITALS:

A. Landlord owns fee simple title in the real property described in Exhibit A attached hereto (the "Property").

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B. Lenders have previously made or are about to make a loan to Borrowers evidenced by one or more promissory notes in the original principal amount of up to THIRTY-FIVE MILLION AND NO/100 DOLLARS (\$35,000,000.00) (the "Loan").

C. The Loan is secured by, among other things, a first priority mortgage, deed of trust or deed to secure debt (as may be amended, increased, renewed, extended, spread, consolidated, severed, restated, or otherwise changed from time to time, the "Mortgage") covering the Property.

D. Pursuant to that certain Amended and Restated Lease Agreement dated as of December 8, 2022 between Landlord and Tenant (the "Lease"), Landlord leased to Tenant the Property commonly known as Store No. 2423 and located at 10335 S. Kedzie Avenue, Chicago, Cook County, Illinois 60655 (the "Premises").

E. Tenant and Secured Party desire to agree upon the relative priorities of their interests in the Property and their rights and obligations if certain events occur.

NOW, THEREFORE, for good and sufficient consideration, Tenant and Secured Party agree:

1. Definitions. The following terms shall have the following meanings for purposes of this Agreement.

"Foreclosure Event" means: (a) foreclosure under the Mortgage; (b) any other exercise by Secured Party, on behalf of the Lenders, of rights and remedies (whether under the Mortgage or under applicable law, including bankruptcy law) as holder of the Loan and/or the Mortgage, as a result of which a Successor Landlord becomes owner of the Property; or (c) delivery by Landlord to Secured Party (or its designee or nominee), for the benefit of the Lenders, of a deed or other conveyance of Landlord's interest in the Property in lieu of any of the foregoing.

"Former Landlord" means Landlord and any other party that was landlord under the Lease at any time before the occurrence of any attornment under this Agreement.

"Offset Right" means any right or alleged right of Tenant to any offset, defense (other than one arising from actual payment and performance, which payment and performance would bind a Successor Landlord pursuant to this Agreement), claim, counterclaim, reduction, deduction, or abatement against Tenant's payment of Rent or performance of Tenant's other obligations under the Lease, arising (whether under the Lease or other applicable law) from Landlord's breach or default under the Lease.

"Rent" means any fixed rent, base rent or additional rent under the Lease.

"Successor Landlord" means any party that becomes owner of the Property as the result of a Foreclosure Event.

"Termination Right" means any right of Tenant to cancel or terminate the Lease or to claim a partial or total eviction arising (whether under the Lease or under applicable law) from Landlord's breach or default under the Lease.

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2. Subordination. The Lease, as the same may hereafter be modified, amended or extended, shall be, and shall at all times remain, subject and subordinate to the terms conditions and provisions of the Mortgage, the lien imposed by the Mortgage, and all advances made under or secured by the Mortgage.

3. Nondisturbance, Recognition and Attornment.

(a) No Exercise of Mortgage Remedies Against Tenant. So long as the Tenant is not in default under this Agreement or under the Lease beyond any applicable grace or cure periods (an "Event of Default"), Secured Party (i) shall not terminate or disturb Tenant's possession of the Premises under the Lease, except in accordance with the terms of the Lease and this Agreement and (ii) shall not name or join Tenant as a defendant in any exercise of Secured Party's rights and remedies arising upon a default under the Mortgage unless applicable law requires Tenant to be made a party thereto as a condition to proceeding against Landlord or prosecuting such rights and remedies. In the latter case, Secured Party may join Tenant as a defendant in such action only for such purpose and not to terminate the Lease or otherwise adversely affect Tenant's rights under the Lease or this Agreement in such action.

(b) Recognition and Attornment. Upon Successor Landlord taking title to the Property (i) Successor Landlord shall be bound to Tenant under all the terms and conditions of the Lease (except as provided in this Agreement); (ii) Tenant shall recognize and attorn to Successor Landlord as Tenant's direct landlord under the Lease as affected by this Agreement; and (iii) the Lease shall continue in full force and effect as a direct lease, in accordance with its terms (except as provided in this Agreement), between Successor Landlord and Tenant. Tenant hereby acknowledges notice that pursuant to the Mortgage and assignment of rents, leases and profits, Landlord has granted to the Secured Party, for the benefit of the Lenders, an absolute, present assignment of the Lease and Rent which provides that Tenant continue making payments of Rent and other amounts owed by Tenant under the Lease to the Landlord and to recognize the rights of Landlord under the Lease until notified otherwise in writing by the Secured Party. After receipt of such notice from Secured Party, the Tenant shall thereafter make all such payments directly to the Secured Party or as the Secured Party may otherwise direct, without any further inquiry on the part of the Tenant. Landlord consents to the foregoing and waives any right, claim or demand which Landlord may have against Tenant by reason of such payments to Secured Party or as Secured Party directs.

(c) Further Documentation. The provisions of this Article 3 shall be effective and self-operative without any need for Successor Landlord or Tenant to execute any further documents. Tenant and Successor Landlord shall, however, confirm the provisions of this Article 3 in writing upon request by either of them within ten (10) days of such request.

4. Protection of Successor Landlord. Notwithstanding anything to the contrary in the Lease or the Mortgage, Successor Landlord shall not be liable for or bound by any of the following matters:

(a) Claims Against Former Landlord. Any Offset Right that Tenant may have against any Former Landlord relating to any event or occurrence before the date Successor Landlord takes title to the Property, including any claim for damages of any kind whatsoever as the result of any

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breach by Former Landlord that occurred before the date Successor Landlord takes title to the Property. The foregoing shall not limit either (i) Tenant's right to exercise against Successor Landlord any Offset Right otherwise available to Tenant because of events occurring after the date Successor Landlord takes title to the Property or (ii) Successor Landlord's obligation to correct any conditions that (A) exist as of the date Successor Landlord takes title to the Property and (B) violate Successor Landlord's obligations as landlord under the Lease.

(b) Prepayments. Any payment of Rent that Tenant may have made to Former Landlord more than thirty (30) days before the date such Rent was first due and payable under the Lease with respect to any period after the date Successor Landlord takes title to the Property other than, and only to the extent that, the Lease expressly required such a prepayment.

(c) Payment; Security Deposit; Work. Any obligation: (i) to pay Tenant any sum(s) that any Former Landlord owed to Tenant unless such sums, if any, shall have been actually delivered to Secured Party by way of an assumption of escrow accounts or otherwise; (ii) with respect to any security deposited with Former Landlord, unless such security was actually delivered to Secured Party; (iii) to commence or complete any initial construction of improvements in the Premises or any expansion or rehabilitation of existing improvements thereon; (iv) to reconstruct or repair improvement following a fire, casualty or condemnation; or (v) arising from representations and warranties related to Former Landlord.

(d) Modification, Amendment or Waiver. Any modification or amendment of the Lease, or any waiver of the terms of the Lease, made without Secured Party's written consent.

(e) Surrender, Etc. Any consensual or negotiated surrender, cancellation, or termination of the Lease, in whole or in part, agreed upon between Landlord and Tenant, unless effected unilaterally by Tenant pursuant to the express terms of the Lease.

5. Exculpation of Successor Landlord. Notwithstanding anything to the contrary in this Agreement or the Lease, Successor Landlord's obligations and liability under the Lease shall never extend beyond Successor Landlord's (or its successors' or assigns') interest, if any, in the Premises from time to time, including insurance and condemnation proceeds, security deposits, escrows, Successor Landlord's interest in the Lease, and the proceeds from any sale, lease or other disposition of the Property (or any portion thereof) by Successor Landlord (collectively, the "Successor Landlord's Interest"). Tenant shall look exclusively to Successor Landlord's Interest (or that of its successors and assigns) for payment or discharge of any obligations of Successor Landlord under the Lease as affected by this Agreement. If Tenant obtains any money judgment against Successor Landlord with respect to the Lease or the relationship between Successor Landlord and Tenant, then Tenant shall look solely to Successor Landlord's Interest (or that of its successors and assigns) to collect such judgment. Tenant shall not collect or attempt to collect any such judgment out of any other assets of Successor Landlord. Further, neither the Secured Party nor any Lender nor Successor Landlord shall have any liability or responsibility under or pursuant to the terms of the Lease and/or this Agreement after it ceases to own a fee interest in or to the Property.

6. Secured Party's Right to Cure. Notwithstanding anything to the contrary in the Lease or this Agreement, before exercising any Offset Right or Termination Right:

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(a) Notice to Secured Party. Tenant shall provide Secured Party with notice of the breach or default by Landlord giving rise to same (the “Default Notice”) concurrently with delivery of such notice to Landlord and, thereafter, the opportunity to cure such breach or default as provided for below.

(b) Secured Party’s Cure Period. After Secured Party receives a Default Notice, Secured Party shall have a period of thirty (30) days beyond the time available to Landlord under the Lease in which to cure the breach or default by Landlord. Secured Party shall have no obligation to cure (and shall have no liability or obligation for not curing) any breach or default by Landlord, except to the extent that Secured Party agrees or undertakes otherwise in writing. In addition, as to any breach or default by Landlord the cure of which requires possession and control of the Property, provided that Secured Party undertakes by written notice to Tenant to exercise reasonable efforts to cure or cause to be cured by a receiver such breach or default within the period permitted by this paragraph, Secured Party’s cure period shall continue for such additional time (the “Extended Cure Period”) as Secured Party may reasonably require to either: (i) obtain possession and control of the Property with due diligence and thereafter cure the breach or default with reasonable diligence and continuity; or (ii) obtain the appointment of a receiver and give such receiver a reasonable period of time in which to cure the default.

7. Miscellaneous.

(a) Notices. Any notice or request given or demand made under this Agreement by one party to the other shall be in writing, and may be given or be served by hand delivered personal service, or by depositing the same with a reliable overnight courier service or by deposit in the United States mail, postpaid, registered or certified mail, and addressed to the party to be notified, with return receipt requested, with the original machine-generated transmit confirmation report as evidence of transmission. Notice deposited in the mail in the manner hereinabove described shall be effective from and after the expiration of three (3) days after it is so deposited; however, delivery by overnight courier service shall be deemed effective on the next succeeding business day after it is so deposited and notice by personal service shall be deemed effective when delivered to its addressee unless given after 3:00 p.m. on a business day, in which case it shall be deemed effective at 9:00 a.m. on the next business day. For purposes of notice, the addresses of the parties shall, until changed as herein provided, be as follows:

If to the Secured Party, at:

City National Bank
10900 NE 4th St
Suite 1910
Bellevue, WA 98004
Attn: Kim Sokoloski

If to the Tenant, at:

AP Illinois Management, LLC
301 Route 17 North

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Suite 802
Rutherford, NJ 07070
Attn: Ashish P. Parikh

(b) Successors and Assigns. This Agreement shall bind and benefit the parties, their successors and assigns, any Successor Landlord, and its successors and assigns. If Secured Party assigns the Mortgage, then upon delivery to Tenant of written notice thereof accompanied by the assignee's written assumption of all obligations under this Agreement, all liability of the assignor shall terminate.

(c) Entire Agreement. This Agreement constitutes the entire agreement between Secured Party and Tenant regarding the subordination of the Lease to the Mortgage and the rights and obligations of Tenant and Secured Party as to the subject matter of this Agreement.

(d) Interaction with Lease and with Mortgage. 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.

(e) Secured Party's Rights and Obligations. Except as expressly provided for in this Agreement, Secured Party shall have no obligations to Tenant with respect to the Lease. If an attornment occurs pursuant to this Agreement then all rights and obligations of Secured Party under this Agreement shall terminate, without hereby affecting in any way the rights and obligations of Successor Landlord provided for in this Agreement.

(f) Interpretation; Governing Law. The interpretation, validity and enforcement of this Agreement shall be governed by and construed under the internal laws of the State in which the Property is located (without giving effect to rules regarding conflict of laws).

(g) Amendments. This Agreement may be amended, discharged or terminated, or any of its provisions waived, only by a written instrument executed by the party to be charged.

(h) Due Authorization. Tenant represents to Secured Party that it has full authority to enter into this Agreement, which has been duly authorized by all necessary actions. Secured Party represents to Tenant that it has full authority to enter into this Agreement, which has been duly authorized by all necessary actions.

(i) Execution. 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.

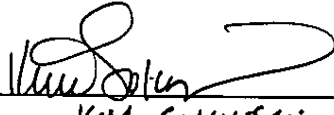
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IN WITNESS WHEREOF, the Secured Party and Tenant have caused this Agreement to be executed as of the date first above written.

SECURED PARTY:

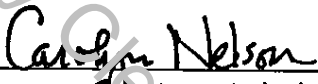
CITY NATIONAL BANK, as Administrative Agent

By: 
 Name: KIM SOLIMON
 Title: SVP

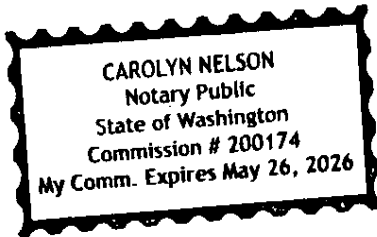
STATE OF Washington)
) ss.
 COUNTY OF King)

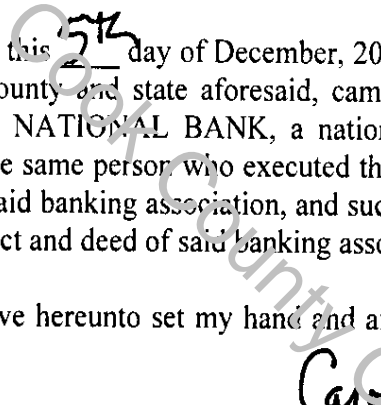
BE IT REMEMBERED, that on this 5th day of December, 2022, before me the undersigned, a Notary Public in and for the county and state aforesaid, came Kim Solimons, the SVP of CITY NATIONAL BANK, a national banking association, who is personally known to me to be the same person who executed the within instrument of writing in such capacity and on behalf of said banking association, and such person duly acknowledged the execution of the same to be the act and deed of said banking association.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal, the day and year last above written.


 Printed Name: Carolyn Nelson
 Notary Public

My commission expires:
5-26-2026

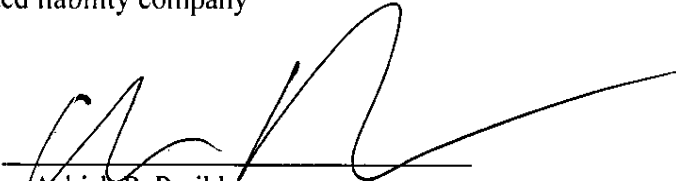


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TENANT:


AP ILLINOIS MANAGEMENT, LLC, an Illinois limited liability company

By: 
Name: Ashish P. Parikh
Title: Co-Manager

STATE OF NY)
) ss.
COUNTY OF Bergen)

BE IT REMEMBERED, that on this 2 day of December, 2022, before me the undersigned, a Notary Public in and for the county and state aforesaid, came Ashish P. Parikh, the Co-Manager of AP ILLINOIS MANAGEMENT, LLC, an Illinois limited liability company, who is personally known to me to be the same person who executed the within instrument of writing in such capacity and on behalf of said limited liability company, and such person duly acknowledged the execution of the same to be the act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal, the day and year last above written.


Printed Name: Emily Soto
Notary Public

My commission expires: _____



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LANDLORD'S CONSENT

Landlord consents and agrees to the foregoing Agreement, which was entered into at Landlord's request. The foregoing Agreement shall not alter, waive or diminish any of Landlord's obligations under the Mortgage or the Lease. The above Agreement discharges any obligations of Secured Party under the Mortgage and related loan documents to enter into a non-disturbance agreement with Tenant. Landlord is not a party to the above Agreement. Landlord hereby authorizes and directs Tenant to abide by any written notice from Secured Party or Successor Landlord to pay the rents and all other sums due under the Lease directly to Secured Party or Successor Landlord. Landlord waives all claims against Tenant for any sums so paid at Secured Party or Successor Landlord's direction. Tenant may conclusively rely upon any written notice Tenant receives from Secured Party or Successor Landlord notwithstanding any claims by Landlord contesting the validity of any term or condition of such notice, including any default claimed by Secured Party or Successor Landlord, and Tenant shall have no duty to inquire into the validity or appropriateness of any such notice.

LANDLORD:

AP ILLINOIS DEV, LLC, an Illinois limited liability company

By: _____

Name: Ashish P. Parikh

Title: Co-Manager

Dated: December 2, 2022

STATE OF NJ)
) ss.
 COUNTY OF Bergen)

BE IT REMEMBERED, that on this 2 day of December, 2022, before me the undersigned, a Notary Public in and for the county and state aforesaid, came Ashish P. Parikh, the Co-Manager of AP ILLINOIS DEV, LLC, an Illinois limited liability company, who is personally known to me to be the same person who executed the within instrument of writing in such capacity and on behalf of said limited liability company, and such person duly acknowledged the execution of the same to be the act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal, the day and year last above written.

 Printed Name: Emily Soto
 Notary Public

My commission expires:



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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOTS 742, 743, 744 AND 745 IN FRANK DELUGACH'S KEDZIE BEVERLY HILLS SUBDIVISION, BEING A SUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WEST RIGHT OF WAY LINE OF THE GRAND TRUNK RAILROAD IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A TRACT OF LAND COMPRISING PART OF LOT 746 IN FRANK DELUGACH'S KEDZIE BEVERLY HILLS SUBDIVISION, BEING A SUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 37, NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WEST RIGHT OF WAY LINE OF THE GRAND TRUNK RAILROAD IN COOK COUNTY, ILLINOIS, SAID TRACT BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 746 AND RUNNING THENCE NORTH ALONG THE WEST LINE OF SAID LOT, A DISTANCE OF 24 FEET 3 1/2 INCHES TO THE EXTENSION OF THE SOUTH FACE OF A ONE STORY BUILDING; THENCE EAST ALONG SAID FACE AND EXTENSION THEREOF OF SAID BUILDING, A DISTANCE OF 100 FEET TO THE EAST LINE OF SAID LOT 746; THENCE SOUTH ALONG SAID EAST LINE, A DISTANCE OF 24 FEET 7 1/2 INCHES TO THE SOUTHEAST CORNER OF SAID LOT 746; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT, A DISTANCE OF 100 FEET TO THE POINT OF BEGINNING.

Address (for information purposes only): 10335 S. Kedzie Avenue, Chicago, Illinois 60655 (Cook County)

Permanent Indexing Number(s): 24-13-100-010-0000; 24-13-100-011-0000; 24-13-100-012-0000; 24-13-100-013-0000; and 24-13-100-014-0000