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Karen A. Yarbrough
Cook County Clerk
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Prepared by and when recorded return to:

Robert J. Taylor, Esq.
Roetzel & Andress, LPA
30 N. LaSalle Street
Suite 2800
Chicago, Illinois 60602

SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT

THIS SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT ("Agreement"), is made as of this 17th day of February, 2022, by and between **VALLEY NATIONAL BANK, successor by merger to Bank Leumi USA**, a national banking association organized and existing under the laws of the United States, with a place of business and address at 1 N. LaSalle Street, Suite 2000, Chicago, Illinois 60602 (hereinafter referred to as "Mortgagee"), **NOVASPECT, INC.**, a Delaware corporation with a place of business and address at 1555-1559 Basswood Road, Schaumburg, Illinois 60173 (hereinafter referred to as "Tenant"), and **CLI BASSWOOD LLC**, a Delaware limited liability company, with a place of business and address at 2625 Butterfield Road, Suite 213W, Oak Brook, Illinois 60521 (hereinafter referred to as "Landlord") (each a "Party" and collectively, the "Parties").

WHEREAS, Tenant and Landlord have entered into that certain Building Lease dated December 18, 2014 (as amended from time to time), for the real property described on Exhibit A, attached hereto and made a part hereof (hereinafter referred to as the "Premises"), having a street address of 1555-1559 Basswood Road, Schaumburg, Illinois 60173 (the said lease being hereinafter referred to as the "Lease"); and

WHEREAS, Mortgagee is the holder of that certain Mortgage and Security Agreement dated on or about February 17, 2022, which covers the Premises (hereafter, together with any other mortgage now or hereafter executed by Landlord in favor of Mortgagee, as the same may be amended or modified, the "Mortgage"); and

WHEREAS, Mortgagee has requested that Tenant subordinate the Lease to the lien of the Mortgage; and

WHEREAS, Tenant has requested that Mortgagee agree not to disturb Tenant's possessory rights in the Premises in the event Mortgagee should foreclose on the Mortgage, provided that Tenant is not in default under the Lease and provided that Tenant attorns to Mortgagee or the purchaser at the foreclosure sale; and

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WHEREAS, Tenant and Mortgagee are willing to so agree on the terms and conditions hereafter provided:

NOW, THEREFORE, in consideration of the Premises, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Lease is and shall be subject and subordinate in all respects to the lien of the Mortgage and to any renewal, modification, replacement or extension of the same.

2. Provided Tenant complies with this Agreement and is not in default under the terms of the Lease beyond the expiration of any notice and cure periods provided for therein, in the payment of rent or additional rent or any other payment to be made under the Lease or the performance of any of the terms, conditions, covenants, clauses or agreements on its part to be performed under the Lease, no default under the Mortgage, as modified, extended or increased, and no proceeding to foreclose or sell the same will disturb Tenant's possession under the Lease and the Lease will not be affected or cut off thereby and notwithstanding any such foreclosure, deed in lieu of foreclosure, sale or other acquisition of the Premises by Mortgagee, the Lease will be recognized as a direct lease from Mortgagee or any other party acquiring the Premises upon the foreclosure or other sale, except that the Mortgagee, or any subsequent owner, upon its written assumption of the interest of Landlord under the Lease, shall not (a) be liable for any previous act, omission, neglect or default of any prior Landlord under the Lease except to the extent (and for the time period) that such act, omission, neglect or default continues after such subsequent owners assumption of the Lease, (b) be subject to any credits, offsets, defense or claims which shall theretofore have accrued to Tenant against such prior Landlord except (i) to the extent (and for the time period) that such prior act, omission, neglect or default that gives rise to such credit, offset, defense or claim continues after subsequent owner's assumption of the Lease, or (ii) if such credit, offset or defense is expressly permitted under the Lease, (c) be bound by any modification or amendment of the Lease made after the date of this Agreement without the written consent of Mortgagee, (d) be bound by any previous prepayment of fixed rent for a period greater than one (1) month except prepayment in the nature of security for the performance by Tenant of its obligations under the Lease or unless approved in writing by Mortgagee or unless such prepayments have been physically delivered to such successor in interest, or (e) be required to make any capital improvements to the Building or the Premises which Landlord may have agreed to make but had not completed, except to the extent expressly called for or required by the terms of the Lease.

3. Tenant will, upon acquisition of the Premises by Mortgagee or any other subsequent owner and such subsequent owner's written assumption of the obligations of Landlord under the Lease, attorn to Mortgagee or any subsequent owner of the Premises; and Tenant will, upon request by Mortgagee or any subsequent owner, execute a written agreement whereunder Tenant does attorn to Mortgagee or any such subsequent owner and affirm Tenant's obligations under the Lease and agree to pay all rentals and charges then due or to become due as they become due to Mortgagee or such subsequent owner.

4. Tenant from and after the date hereof shall send a copy of any notice of default or similar statement under the Lease to Mortgagee at the same time such notice or statement is sent to the Landlord under the Lease.

5. Tenant hereby agrees that from and after the date hereof in the event of any act or omission by Landlord under the Lease (other than any such act or omission which is not capable of being remedied by Landlord under the Lease within a reasonable period) which would give Tenant the right, either

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immediately or after the lapse of the period of time, to terminate the Lease, or to claim a partial or total eviction, Tenant will not exercise any such right until (i) it has given written notice of such act or omission to the Mortgagee by delivering such notice of such act or omission, by certified mail, return receipt requested, or recognized overnight carrier addressed to Mortgagee, at the Mortgagee's address as given herein, or at the last address of Mortgagee furnished to Tenant in writing and (ii) provided that such act or omission by Landlord does not result in the inability of Tenant to operate its business in the Premises, thirty (30) days following such giving of notice during which time Mortgagee may at its option (but is not obligated so to do) remedy such act or omission or cause the same to be remedied, or such longer period of time as is reasonable under the circumstances provided Mortgagee has elected to commence, and is diligently attempting, to remedy such act or omission or to cause the same to be remedied, but in no event shall any such time period extend beyond time periods provided in the Lease.

6. Tenant will neither offer nor make prepayment of rent (for a period in excess of one month) without the express consent in writing of the Mortgagee, which consent will not be unreasonably withheld or conditioned.

7. Nothing contained in this Agreement shall in any way impair or affect the lien created by the Mortgage, except as specifically set forth herein.

8. No modification, amendment, waiver or release of any provision of this Agreement or of any right, obligation, claim or cause of action arising hereunder shall be valid or binding for any purpose whatsoever unless in writing and duly executed by the Party against whom the same is sought to be asserted.

9. This Agreement shall inure to the benefit of the Parties hereto, their successors and assigns; provided, however, that in the event of the assignment or transfer of the interest of the Mortgagee, all obligations and liabilities of the Mortgagee under this Agreement shall terminate from and after such assignment or transfer and thereupon all such obligations and liabilities shall be the responsibility of the party to whom the Mortgagee's interest is assigned or transferred; and provided further that the interest of Tenant under this Agreement may not be assigned or transferred except to an assignee of all of Tenant's interest under the Lease to the extent permitted under the Lease.

10. Tenant agrees that this Agreement satisfies any condition or requirement in the Lease relating to the granting of a non-disturbance agreement.

11. Tenant acknowledges that it has notice that the Lease and the rent and all other sums due thereunder have been assigned to the Mortgagee as part of the security for the note secured by the Mortgage. In the event that Mortgagee notifies Tenant of a default under the Mortgage and demands that Tenant pays its rent and all other sums due under the Lease to Mortgagee, Tenant agrees that it will honor such demand and pay its rent and all other sums due under the Lease directly to the Mortgagee as directed by Mortgagee. Landlord has executed this Agreement solely to evidence (a) its agreement that Tenant shall have the right to rely upon such notification from Mortgagee and shall not be obligated to inquire as to whether a default actually has occurred, and (b) its consent to any such payments made by Tenant to Mortgagee.

12. This Agreement may be executed in two or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one instrument. To facilitate execution of this Agreement, the parties may exchange signatures by facsimile transmission,

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electronic delivery of a PDF copy of this executed Agreement, or by any other means permitted under the Electronic Signatures in Global and National Commerce Act (the ESIGN Act), including, without limitation, through use of DocuSign or similar electronic signature software, which facsimile and PDF copies and electronic signatures shall be deemed valid and binding to the same extent as originals.

13. Mortgagee acknowledges and agrees that Tenant has or will cause certain furnishings, fixtures, equipment and other property to be placed on the Premises ("Tenant's Property") and Mortgagee acknowledges and agrees that Tenant's Property is the sole and exclusive property of Tenant, may (subject to the Lease) be removed by Tenant at any time, and is not subject to any lien, whether statutory or otherwise, on the Premises.

[SIGNATURE PAGES FOLLOW]

Property of Cook County Clerk's Office

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Exhibit A

Legal Description of Property

PARCEL 1:

LOT 18 IN WOODFIELD BUSINESS CENTER UNIT 7, BEING A RESUBDIVISION OF PART OF LOTS 1, 8, 11 AND 12 AND ALL OF LOT 14 IN WOODFIELD BUSINESS CENTER A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, RECORDED MAY 18, 1980 AS DOCUMENT 25460445, EXCEPTING THAT PART DEDICATED FOR PUBLIC STREET DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE SAID LOT 18, THENCE NORTH 86 DEGREES, 22 MINUTES, 42 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 18 A DISTANCE OF 33.07 FEET; THENCE SOUTH 0 DEGREES, 08 MINUTES, 16 SECONDS WEST 245.89 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF BASSWOOD ROAD AS DEDICATED FOR PUBLIC STREET PER PLAT OF WOODFIELD BUSINESS CENTER, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED NOVEMBER 9, 1979 AS DOCUMENT 25234483, AS CORRECTED BY CERTIFICATE OF CORRECTION RECORDED MARCH 14, 1980, AS DOCUMENT 25391836; THENCE IN A WESTERLY DIRECTION ALONG SAID NORTHERLY RIGHT OF WAY LINE, SAID LINE BEING A CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 60.00 FEET, AN ARC DISTANCE OF 34.94 FEET TO A SOUTHWEST CORNER OF SAID LOT 18, THE CHORD OF SAID ARC HAVING A LENGTH OF 34.45 FEET AND A BEARING OF NORTH 73 DEGREES, 10 MINUTES, 44 SECONDS WEST; THENCE NORTH 0 DEGREES, 08 MINUTES, 16 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 18, A DISTANCE OF 233.84 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2

THAT PART OF THE CUL-DE-SAC AT THE NORTH END OF BASSWOOD ROAD LYING EAST OF A LINE DRAWN 33.00 FEET EAST OF THE CENTER LINE OF BASSWOOD ROAD, AND LYING NORTH OF THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 18 IN WOODFIELD BUSINESS CENTER UNIT 7, SAID BASSWOOD ROAD CUL-DE-SAC BEING HERETOFORE DEDICATED FOR PUBLIC STREET PER PLAT OF WOODFIELD BUSINESS CENTER, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, RECORDED NOVEMBER 9, 1979 AS DOCUMENT 25234483, AS CORRECTED BY CERTIFICATE OF CORRECTION RECORDED MARCH 14, 1980, AS DOCUMENT 25391836, SAID WOODFIELD BUSINESS CENTER UNIT 7, BEING A RESUBDIVISION OF PART OF LOTS 1, 8, 11 AND 12 AND ALL OF LOT 14 IN WOODFIELD BUSINESS CENTER, A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 1555-1559 Basswood Road, Schaumburg, Illinois 60173

PIN: 07-11-300-010-0000