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SHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

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Justin Newman
Thompson Coburn LLP
55 East Monroe Street
37th Floor
Chicago, IL 60603

Address of Property:
400 North Noble Street
Chicago, IL 60642

Permanent Index Nos.:
17-08-136-025-0000
17-08-137-005-0000
17-08-137-006-0000
17-08-137-014-0000
17-08-137-022-0000
17-08-137-023-0000

**SUBORDINATION, ATTORNMENT AND
NON-DISTURBANCE AGREEMENT**

THIS SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT (this "Agreement") made and entered into as of this 30th day of March 2023, by and between **Barstool Sports, Inc., a Delaware corporation** (hereinafter called "Tenant"), and **CIBC Bank USA, an Illinois state-chartered bank** (hereinafter, together with its successors and assigns called the "Mortgagee").

WITNESSETH

WHEREAS, Tenant entered into a lease dated March 30, 2023 (herein called the "Lease") with **BIXBY OWNER LLC, a Delaware limited liability company**, as the landlord thereunder (said landlord, together with its predecessors and successors in interest under the Lease, the "Landlord") for the Premises (defined below) ("Leased Premises"); and

WHEREAS, the property of which the Leased Premises is a part is situated upon real estate described on Exhibit A attached hereto (the "Premises"); and

WHEREAS, Mortgagee, as a condition to making a mortgage loan on the Premises has requested the execution of this Agreement; and

WHEREAS, the loan is evidenced by that certain Promissory Note and secured, among other things, by a Mortgage (the "Mortgage"), Assignment of Rents and Leases (the "Assignment"), and a Uniform Commercial Code Financing Statement (the "UCC"), all of which

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are collectively referred to herein as the "Loan Documents" and are dated January 30, 2019, as amended, restated and/or modified from time to time; and

WHEREAS, the Loan Documents other than the Promissory Note are collectively referred to as the "Security Documents"; and

WHEREAS, the Security Documents have been or will be recorded in the office of the Recorder of Deeds of Cook County, Illinois; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and to induce Mortgagee to make said mortgage loan upon said Premises and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby covenant and agree as follows:

i) The Lease is and shall be subject and subordinate to the Mortgage insofar as it affects the real property of which the Leased Premises forms a part, and to all renewals, modifications, consolidations, replacements and extensions thereof.

ii) In the event it should become necessary to foreclose the Mortgage, the Mortgagee thereunder will not join the Tenant under the Lease in summary or foreclosure proceedings so long as the Tenant is not in default under any of the terms, covenants or conditions of the Lease after notice and applicable cure periods.

iii) In the event that the Mortgagee shall, by foreclosure, conveyance in lieu of foreclosure, or otherwise, succeed to the interest of the Landlord under the Lease, the Mortgagee (and any purchaser at the foreclosure sale) agrees to be bound to the Tenant under all of the terms, covenants and conditions of the Lease, and the Tenant agrees, from and after such event, to attorn to the Mortgagee and/or purchaser at any foreclosure sale of the Premises, all rights and obligations under the Lease to continue as though the interest of Landlord had not terminated or such foreclosure proceedings had not been brought, and the Tenant shall have the same remedies against the Mortgagee (or purchaser) for the breach of an agreement contained in the Lease that the Tenant might have had against the Landlord if the Mortgagee (or purchaser) had not succeeded to the interest of the Landlord; provided, however, that the Mortgagee (or purchaser) shall not be:

(1) liable for any act or omission of any prior or subsequent landlord (including the Landlord) other than for matters of a continuing nature for which liability may be asserted under the Lease and which are curable by Mortgagee (or such purchaser at the foreclosure sale), and of which Mortgagee received written notice from Tenant at least fifteen (15) days prior to taking title to the Property, and only with respect to the period such act or omission continues after Mortgagee or such other owner succeeds to the interest of Landlord, provided that any such liability may be satisfied solely by offset against rents coming due under the Lease; or

(2) subject to any offsets or defenses which the Tenant might have against any prior landlord (including the Landlord) other than offsets specifically provided for in the Lease, and only with respect to matters of a continuing nature of which Mortgagee received written notice from Tenant at least fifteen (15) days prior to taking title to the

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Property and only with respect to the period after Mortgagee or other owner acquires title to the Property; or

(3) bound by any rent or additional rent which the Tenant might have paid for more than the current month to any prior landlord (including the Landlord); or

(4) bound by any amendment or modification of the Lease made without its consent other than with respect to the exercise of rights, options or elections presently contained in the Lease, including without limitation, options to extend the term of the Lease.

iv) Mortgagee does not intend hereby to waive or negate any covenant or agreement in said Lease which provides Landlord an option to cancel independently of any default by Tenant.

v) It is understood and agreed that this instrument may be dated, executed and delivered prior to the execution, delivery and/or recordation of the Security Documents but, nonetheless, this instrument shall be and remain effective for the uses and purposes herein set forth.

vi) In the event the Mortgage shall be assigned, the named Mortgagee shall be relieved of further responsibility hereunder and the benefits and burdens hereunder shall inure to the benefit of and be binding upon each successor owner of the Mortgage.

7. This Agreement shall be governed by and construed under the laws of the State of Illinois.

8. This Agreement may not be modified in any manner or terminated except by an instrument in writing executed by the parties hereto.

9. Any notice or election to be given hereunder shall be in writing, addressed to the party at the address stated below that party's signature on this Agreement and shall be: (a) delivered in person to the receiving party by the other party, its agent or a professional courier service; (b) sent United States certified or registered mail, postage prepaid, return receipt requested; or (c) sent by electronic mail to the receiving party at the email address stated below the receiving party's signature on this Agreement. Any such notice or election shall be deemed effective upon the earlier of the actual receipt of the notice or election or: (i) if delivered in person, then when such notice or election is delivered to an individual at the receiving party's address who is apparently authorized to accept deliveries; (ii) if sent by United States certified or registered mail, then one day after such notice or election is deposited with the United States Postal Service; or (iii) if sent by email, then at the time sent provided that the sender has received confirmation of such transmission such notice or election.

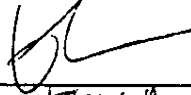
[Remainder of page intentionally left blank; signature page follows]

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IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

BARSTOOL SPORTS, INC.,
a Delaware corporation

CIBC BANK USA

By: 
Name: EMMA AYERS
Its: CEO

By: _____
Name: _____
Its: _____

Address:
333 7th Avenue, 2nd Floor, New York,
NY 10038
Attn: Paul Anderson, Esq.

Address:

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IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

BARSTOOL SPORTS, INC.,
a Delaware corporation

CIBC BANK USA

By: _____
Name: _____
Its: _____

By: Caroline Lake
Name: Caroline Lake
Its: Officer

Address:
333 7th Avenue, 2nd Floor, New York,
NY 10038
Attn: Paul Anderson, Esc.

Address:
120 S. LaSalle St.
Chicago, IL
60603

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STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Caroline Lake, the Officer of **CIBC BANK USA** personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that, he/she signed and delivered such instrument, as his/her free and voluntary act and deed, and as the free and voluntary act and deed of **CIBC BANK USA**, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 20 day of March 2023.





Notary Public

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EXHIBIT A

LEGAL DESCRIPTION

Parcel 1:

Lot 13 and the North 1.0 foot of Lot 16 in Block 2 in Armour's Subdivision in the Southeast corner of the West 1/2 of the Northwest 1/4 of Section 8, Township 39 North, range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

Lots 11, 14 and the North 1.0 foot of Lot 15 in Block 2 in Block 2 in Armour's Subdivision in the Southeast corner of the West 1/2 of the Northwest 1/4 of Section 8, Township 39 North, range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3:

Lot 16 (except the North 20.0 feet thereof), all of Lots 17, 20 and 21 and those parts of Lots 24 and 25 bounded and described as follows: Beginning at the Northeast corner of said Lot 24; thence West along the North line of said Lot 24 to the Northwest corner thereof; thence South along the West line of said Lots 24 and 25 to a point 5.0 feet South of the Northwest corner of said lot 25; thence East parallel with the North Line of Said Lot 25, a distance of 55.0 feet; thence Northeasterly along a straight line to a point in the East line of said lot 24; a distance 5.0 feet North of the Southeast corner thereof; thence North along the East line of said Lot 24 to the Point of beginning, all of the foregoing lying and being in Block 2 of George Armour's Subdivision of part of the West 1/2 of the Northwest 1/4 of Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, as shown on the map of said subdivision recorded November 14, 1853 in recorder's office of Cook County, Illinois in Book 49 of Plats page 101.

Also

Lot 15 (except the North 20.0 feet thereof), all of Lots 18, 19, 22 and 23 and Lot 26 (except, that part of the Lot 26 described as beginning at the Southeast corner thereof; thence North along the East line of said Lot 4.8 feet; thence Southwesterly to a point on the South line of said Lot 29.59 feet West of the Southeast corner thereof; thence East to the point of beginning) all in Block 2 in Armour's Subdivision in the Southeast corner of the West 1/2 of the Northwest 1/4 of Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Also

Lots 1 to 6 inclusive: in Block 3 in Armour's Subdivision in the Southeast corner of the West 1/2 of the Northwest 1/4 of Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, in County, Illinois.

Also

All that part of vacated North Bishop Street lying West of and adjoining the West line of Lots 15, 18, 19, 22, 23 and 26 in Block 2 lying East of and adjoining the East line of Lots 1 to 6, both inclusive in Block 3 and lying South of and adjoining the South line of the North 20.0 feet of said Lot 15 in Block 2 produced West 60.0 feet.

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Also

All that part of vacated North and South 10.0 foot alley lying West of and adjoining the West line of Lots 16 and 17, 20, 21, 24 and 25 lying East of and adjoining the East line of Lots 15, 18, 19, 22, 23 and 26 lying South of and adjoining the South line of the North 20.0 feet of said Lot 16 produced West 10.0 feet, in Block 2 (except that part of the East 1/2 of said vacated North and South 10.0 foot alley lying South of the South line of the North 5.0 feet of said Lot 25 produced West to its intersection with the center line of said vacated 10.0 foot alley) and except that part of the West 1/2 of said vacated North and South 10.0 foot alley accruing to the following described property; that of Lot 26 described as beginning at the Southeast corner thereof; thence North along the East line of said Lot 26, 4.8 feet thence Southwesterly to a point on the South line of said Lot 26, 29.59 feet West of the Southeast corner thereof; thence East to the point of beginning.

Also

That part of the East 1/2 of the North and South vacated alley lying West of and adjacent to Lot 25 in Block 2 described as follows: Beginning at a point on the West line of said Lot 25, said point being 6.42 feet North of the Southwest corner of said Lot 25; thence North along the West line of said Lot 25 to a point 5.0 feet South of the North line of said Lot 25; thence West along a Line parallel to the North line of said Lot 25, extended West 5.0 feet to the center line of said vacated alley; thence South along the center line of said vacated alley to a point which is 5.61 feet North of the South Line of said Lot 25, extended West as measured along said center line; thence Easterly along a straight line 5.07 feet to the point of beginning.

Also

The East 1/2 of the vacated North and South 10 foot alley lying West of and adjoining the West line of Lots 1 to 6, lying East of and adjoining the East line of Lot 19 and lying South of and adjoining the North line of said Lot 6, produced West 10.0 feet in Block 3, all in Armour's Subdivision in the Southeast corner of the West 1/2 of the Northwest 1/4 of Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 4:

Perpetual exclusive easement for the benefit of parcels 1, 2 and 3 as created by the Easement Agreement recorded May 15, 2013 as document number 1313512048 for vehicular and pedestrian ingress and egress, parking, loading and unloading and uses incidental to the use, from time to time, over and upon the following: That part of the South 25 feet of Lots 2, 3, 6 and 7 in the subdivision of Lots 2, 3, 6, 7 and 10 in Block 2 and Lots 9 to 13 in Block 3 in Armour's Subdivision in the Southeast corner of the West 1/2 of the Northwest 1/4 of Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, lying below a horizontal plane having an elevation of +31.91 feet Chicago City Datum and lying above a horizontal plane having an elevation of +16.91 feet Chicago City Datum and lying within its horizontal boundary projected vertically, in Cook County, Illinois.

Parcel 5:

The West 1/2 of that part of the vacated North and South 10 foot alley lying East of and adjoining Lot 19 aforesaid which lies South of the North Line of Lot 6 in said Block 3, produced West 10 feet, in Armour's Subdivision in the Southeast corner of the West 1/2 of the Northwest 1/4 of Section 8, Township 39 North, Range 14 East of the Third Principal Meridian, all in Cook County, Illinois

Address of Property:

Permanent Index Nos.:

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400 North Noble Street
Chicago, IL 60642

17-08-136-025-0000
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Property of Cook County Clerk's Office

**COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387**

**COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387**