

Document Prepared by, and When Recorded,  
Return To:

King & Spalding LLP  
1185 Avenue of the Americas  
New York, New York 10036  
Attention: Christine O'Connell, Esq.

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Karen A. Yarbrough  
Cook County Clerk  
Date: 05/26/2023 02:21 PM Pg: 1 of 24

Permanent Tax Identification Number:  
19-02-100-027-0000;  
19-02-100-028-0000; and  
Portion of 19-02-100-031-0000

Street Address: 3900 W. 43rd Street  
Chicago, Illinois, 60632

[Above space reserved for recording information.]

This **SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT** (the "**Agreement**") is dated as of May 19, 2023 and is by and among **DBR INVESTMENTS CO. LIMITED**, a Cayman Islands corporation, having an address at 1 Columbus Circle, 15th Floor, New York, New York 10019 ("**DB**"), and **GOLDMAN SACHS BANK USA**, a New York State-chartered bank, having an address at 200 West Street, New York, New York 10282 ("**Goldman**"; together with **DB** and each of their respective successors and assigns, collectively, "**Lender**"), **NM NVLX, L.P.**, a Delaware limited partnership, having an office at 1633 Broadway, 48th Floor, New York, New York 10019 ("**Landlord**"), and **BURROWS PAPER CORPORATION**, a New York corporation, **DURO HILEX POLY, LLC**, a Delaware limited liability company, **NOVOLEX BAGCRAFT, INC.**, a Delaware corporation, **NOVOLEX HERITAGE BAG, LLC**, a Texas limited liability company, **HILEX POLY CO. LLC**, a Delaware limited liability company, **WNA AMERICAN PLASTIC INDUSTRIES, INC.**, a Delaware corporation, **ACCUTECH FILMS, INC.**, an Ohio corporation, **PRECISION PACKAGING PRODUCTS, INC.**, a New York corporation, **WISCONSIN FILM & BAG, INC.**, a Wisconsin corporation, and **INTERNATIONAL CONVERTER, LLC**, a Delaware limited liability company, each having an office at 3436 Toringdon Way, Suite 100, Charlotte, North Carolina 28277 (jointly and severally, and individually and collectively as the context may require, "**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, one or more mortgages (as the same may be amended, restated, replaced, severed, split, supplemented or otherwise modified from time to time, collectively, the "**Mortgage**") encumbering the real properties more particularly described on **Exhibit A** annexed hereto and made a part hereof (the "**Property**");

WHEREAS, by a lease agreement (the "**Lease**") dated February 14, 2023, between Landlord (or Landlord's predecessor in title) and Tenant, as amended by that certain Termination of Lease, First Amendment of Lease Agreement and Reaffirmation of Guaranty Agreement dated

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March 7, 2023, 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. 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 Tenant's purchase option contained in Article XXX of the Lease), are 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 in this Agreement. 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 purchase, right of first refusal to purchase or right of first offer to purchase the Property (or any portion thereof) in the Lease, including that certain purchase option right contained in Article XXX of the Lease, 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.

2. 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, power of sale, deed in lieu of foreclosure 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, (such person so succeeding to the rights of Landlord under the Lease herein sometimes called "*Successor Landlord*"), such Successor Landlord will recognize all of Tenant's rights under the Lease (including but not limited to Tenant's purchase option contained in Article XXX of the Lease) and will not disturb Tenant's right to use, occupy and possess the Premises under the terms of the Lease so long as Tenant is not in default beyond any applicable grace period under any term, covenant or condition of the Lease.

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3. If, at any time any Successor Landlord shall succeed to the rights of Landlord under the Lease as a result of a default or event of default under the Mortgage, Tenant shall attorn to and recognize such 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.

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.

5. If a Successor Landlord shall become the owner of the Property such Successor Landlord shall not be:

(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); 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; 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); provided, that, the foregoing shall not limit (i) Tenant's right to exercise against Lender or any Successor Landlord any offsets or defenses otherwise available to Tenant because of events occurring after the date of attornment, (ii) Lender or any Successor Landlord's obligation to correct any conditions that existed as of or prior to the date of attornment and for which Tenant gave notice to Lender pursuant to the terms of this Agreement and violate Successor Landlord's continuing obligations as landlord under the Lease or (iii) any defense of Tenant arising from actual payment and performance, which payment and performance would bind Lender or any Successor Landlord pursuant to this Agreement; 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

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(f) bound by any amendment, modification, termination or surrender of the Lease without the written consent of Lender (if such consent is required under the Mortgage); 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. 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 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 (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;

(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 of New York (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

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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 shall be in writing and shall be deemed served upon receipt by the addressee if (a) personally delivered; or (b) sent by commercial overnight carrier, 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.

Lender's Address: DBR Investments Co. Limited  
1 Columbus Circle, 15th Floor  
New York, New York 10019  
Attention: Peter DiConza and Jeremy Crystal

with a copy to: King & Spalding LLP  
1155 Avenue of the Americas  
New York, New York 10036  
Attention: Christine O'Connell, Esq.

with a copy to: Goldman Sachs Bank USA  
2001 Ross Avenue, 30<sup>th</sup> Floor  
Dallas, Texas 75201  
Attention: Structured Finance Legal (REFG)  
Email: [gs-refglegal@gs.com](mailto:gs-refglegal@gs.com)

with a copy to: Goldman Sachs Bank USA  
2001 Ross Avenue, 30<sup>th</sup> Floor  
Dallas, Texas 75201  
Attention: Servicing Liaison (REFG)  
Email: [gs-refgservicing@gs.com](mailto:gs-refgservicing@gs.com)

Tenant's Address: Novolex Holdings, LLC  
3436 Toringdon Way, Suite 100  
Charlotte, North Carolina 28277  
Attention: Dennis Norman  
Phone: (980) 498 4056  
Email: [dennis.norman@novolex.com](mailto:dennis.norman@novolex.com)

With a copy to: Paul, Weiss, Rifkind, Wharton & Garrison LLP  
1285 Avenue of the Americas  
New York, New York 10019  
Attention: Peter Fisch  
Phone: (212) 373 3424  
Email: [pfisch@paulweiss.com](mailto:pfisch@paulweiss.com)



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Landlord's Address: NM NVLX, L.P.  
 c/o New Mountain Net Lease Acquisition Corporation  
 1633 Broadway, 48th Floor  
 New York, New York 10019  
 Attn: Kellie Steele  
 Phone: (212) 655-0127  
 Email: KSteele@newmountaincapital.com

With a copy to: Bass, Berry & Sims PLC  
 1201 Pennsylvania Ave., NW, Suite 300  
 Washington, District of Columbia 20004  
 Attn: Michael Gibson  
 Phone: (202) 827-2972  
 Email: mike.gibson@bassberry.com

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 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. EACH OF TENANT, LENDER AND LANDLORD HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

15. 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.

16. Landlord Indemnitees (as defined in the Lease) shall include any successor owner of the Property including, but not limited to, any person, party or entity which shall become

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the owner of the Property by reason of a foreclosure of the Mortgage or the acceptance of a deed or assignment in lieu of foreclosure or otherwise and Section 17.2 and Section 20 of the Lease shall run to any such successor owner of the Property.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

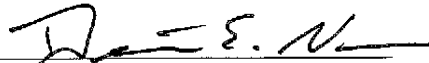
Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

**TENANT:**

**BURROWS PAPER CORPORATION**, a New York corporation

By: 

Name: Dennis E. Norman

Title: Chief Financial Officer, Vice President and Treasurer

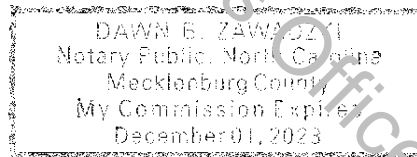
STATE OF NORTH CAROLINA )  
 )  
COUNTY OF MECKLENBURG )

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Dennis E. Norman, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Chief Financial Officer, Vice President and Treasurer of Burrows Paper Corporation, the within named party, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the bargainer by himself as such officer.

WITNESS my hand and seal at office on this, the 4th day of April, 2023.

  
NOTARY PUBLIC

My Commission Expires: 12/01/2023





# UNOFFICIAL COPY

**TENANT:**

**DURO HILEX POLY, LLC**, a Delaware limited liability company

By: *[Signature]*

Name: Dennis E. Norman

Title: Chief Financial Officer, Vice President and Treasurer

STATE OF NORTH CAROLINA )  
 )  
COUNTY OF MECKLENBURG )

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Dennis E. Norman, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Chief Financial Officer, Vice President and Treasurer of Duro Hilex Poly, LLC, the within named party, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the bargainer by himself as such officer.

WITNESS my hand and seal at office on this, the 4th day of April, 2023.

*[Signature]*  
NOTARY PUBLIC

My Commission Expires: 12/01/2023

DAWN B. SAWADZKI  
Notary Public, North Carolina  
Mecklenburg County  
My Commission Expires  
December 01, 2023

# UNOFFICIAL COPY

**TENANT:**

**NOVOLEX BAGCRAFT, INC.**, a Delaware corporation

By: 

Name: Dennis E. Norman

Title: Chief Financial Officer, Vice President and Treasurer

STATE OF NORTH CAROLINA )

COUNTY OF MECKLENBURG )

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Dennis E. Norman, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Chief Financial Officer, Vice President and Treasurer of Novolex Bagcraft, Inc., the within named party, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the bargainer by himself as such officer.

WITNESS my hand and seal at office on this, the 4th day of April, 2023.

  
NOTARY PUBLIC

My Commission Expires: 12/01/2023

DAWN B. ZAWADZKI  
Notary Public, North Carolina  
Mecklenburg County  
My Commission Expires  
December 01, 2023

# UNOFFICIAL COPY

**TENANT:**

**NOVOLEX HERITAGE BAG, LLC**, a  
Texas limited liability company

By: 

Name: Dennis E. Norman

Title: Chief Financial Officer, Vice President  
and Treasurer

STATE OF NORTH CAROLINA )

COUNTY OF MECKLENBURG )

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Dennis E. Norman, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Chief Financial Officer, Vice President and Treasurer of Novolex Heritage Bag, LLC, the within named party, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the bargainer by himself as such officer.

WITNESS my hand and seal at office on this, the 4th day of April, 2023.

  
NOTARY PUBLIC

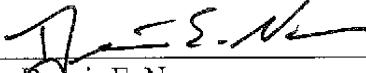
My Commission Expires: 12/01/2023

DAWN E. ZAWADZKI  
Notary Public, North Carolina  
Mecklenburg County  
My Commission Expires  
December 01, 2023

# UNOFFICIAL COPY

**TENANT:**

**HILEX POLY CO. LLC**, a Delaware limited liability company

By: 


Name: Dennis E. Norman

Title: Chief Financial Officer, Vice President and Treasurer

STATE OF NORTH CAROLINA )  
 )  
COUNTY OF MECKLENBURG )

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Dennis E. Norman, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Chief Financial Officer, Vice President and Treasurer of Hilex Poly Co. LLC, the within named party, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the bargainor by himself as such officer.

WITNESS my hand and seal at office on this, the 4th day of April, 2023.

  
NOTARY PUBLIC

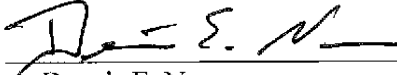
My Commission Expires:  
12/01/2023

DAWN B. ZASADZKI  
Notary Public, North Carolina  
Mecklenburg County  
My Commission Expires  
December 01, 2023

# UNOFFICIAL COPY

**TENANT:**

**WNA AMERICAN PLASTIC INDUSTRIES, INC.**, a Delaware corporation

By: 

Name: Dennis E. Norman

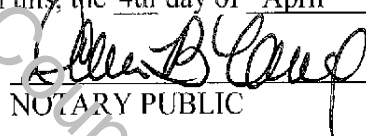
Title: Chief Financial Officer, Vice President and Treasurer

STATE OF NORTH CAROLINA )

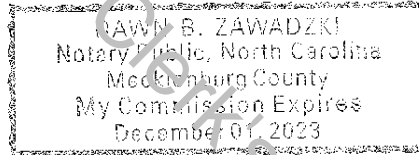
COUNTY OF MECKLENBURG )

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Dennis E. Norman, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Chief Financial Officer, Vice President and Treasurer of WNA American Plastic Industries, Inc., the within named party, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the bargainer by himself as such officer.

WITNESS my hand and seal at office on this, the 4th day of April, 2023.

  
NOTARY PUBLIC

My Commission Expires:  
12/01/2023



# UNOFFICIAL COPY

**TENANT:**

**ACCUTECH FILMS, INC.**, an Ohio corporation

By: *Dennis E. Norman*

Name: Dennis E. Norman

Title: Chief Financial Officer, Vice President and Treasurer

STATE OF NORTH CAROLINA )

COUNTY OF MECKLENBURG )

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Dennis E. Norman, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the Chief Financial Officer, Vice President and Treasurer of Accutech Films, Inc., the within named party, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the bargainer by himself as such officer.

WITNESS my hand and seal at office on this, the 4th day of April, 2023.

*Dawn B. Zawadzki*  
NOTARY PUBLIC

My Commission Expires:  
12/01/2023

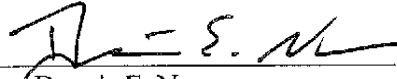
DAWN B. ZAWADZKI  
Notary Public, North Carolina  
Mecklenburg County  
My Commission Expires  
December 01, 2023



# UNOFFICIAL COPY

**TENANT:**

**PRECISION PACKAGING PRODUCTS, INC.**, a New York corporation

By: 

Name: Dennis E. Norman

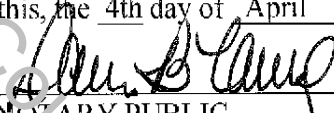
Title: Chief Financial Officer, Vice President and Treasurer

STATE OF NORTH CAROLINA )

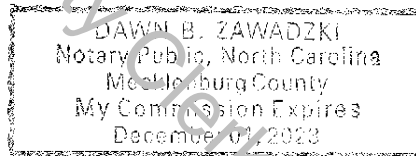
COUNTY OF MECKLENBURG )

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Dennis E. Norman, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Chief Financial Officer, Vice President and Treasurer of Precision Packaging Products, Inc., the within named party, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the bargainer by himself as such officer.

WITNESS my hand and seal at office on this, the 4th day of April, 2023.

  
NOTARY PUBLIC

My Commission Expires:  
12/01/2023



# UNOFFICIAL COPY

**TENANT:**

**WISCONSIN FILM & BAG, INC.,** a  
Wisconsin corporation

By: *Dennis E. Norman*

Name: Dennis E. Norman

Title: Chief Financial Officer, Vice President  
and Treasurer

STATE OF NORTH CAROLINA )  
 )  
COUNTY OF MECKLENBURG )

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Dennis E. Norman, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the Chief Financial Officer, Vice President and Treasurer of Wisconsin Film & Bag, Inc., the within named party, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the bargainer by himself as such officer.

WITNESS my hand and seal at office on this, the 4<sup>th</sup> day of April, 2023.

*Dawn B. Zawadzki*  
NOTARY PUBLIC

My Commission Expires:  
12/01/2023

DAWN B. ZAWADZKI  
Notary Public, North Carolina  
Mecklenburg County  
My Commission Expires  
December 01, 2023

# UNOFFICIAL COPY

**TENANT:**

**INTERNATIONAL CONVERTER, LLC**, a  
Delaware limited liability company

By: *Dennis E. Norman*

Name: Dennis E. Norman

Title: Chief Financial Officer, Vice President  
and Treasurer

STATE OF NORTH CAROLINA )

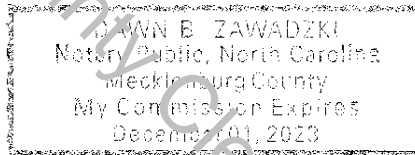
COUNTY OF MECKLENBURG )

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Dennis E. Norman, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Chief Financial Officer, Vice President and Treasurer of International Converter, LLC, the within named party, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the bargainer by himself as such officer.

WITNESS my hand and seal at office on this, the 4th day of April, 2023.

*Dawn B. Zawadzki*  
NOTARY PUBLIC

My Commission Expires:  
12/01/2023

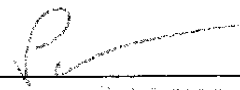


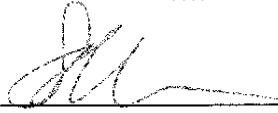


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**LENDER:**

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

By:   
Name: PAUL RICHARDSON  
Title: Director

By:   
Name: STEPHEN D. CHOE  
Title: MANAGING DIRECTOR

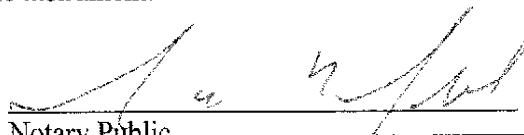
Property of Cook County Clerk's Office

**ACKNOWLEDGMENT**


STATE OF New York  
COUNTY OF New York

SS:

On the 19<sup>th</sup> day of May, 2023, before me, the undersigned, personally appeared Paul Richardson, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Notary Public  
My commission expires:

	Saskia A. Labriel
	Notary Public - State of New York
	No. 01LA6274940
	Qualified in Kings County My Commission Expires 01/14/2025

[Signatures continue on following page]

# UNOFFICIAL COPY

## ACKNOWLEDGMENT

STATE OF New York  
COUNTY OF New York

SS:

On the 19<sup>th</sup> day of May, 2023, before me, the undersigned, personally appeared Stephen H. Choe, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
Notary Public



Saskia A. Labriel  
Notary Public - State of New York  
No. C1LA6274940  
Qualified in Kings County  
My Commission Expires 01/14/2025

[Signatures continue on following page]





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## Exhibit A

### Legal Description of Property

Real property in the City of Chicago, County of Cook, State of Illinois, described as follows:

#### PARCEL 1:

AN IRREGULAR SHAPED PARCEL OF LAND IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF PRIVATE WEST 43RD STREET (A PRIVATE STREET), SAID NORTH LINE OF PRIVATE WEST 43RD STREET BEING 33.0 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 2, AND A LINE 299.07 FEET (MEASURED PARALLEL TO AFORESAID SOUTH LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 2), WEST OF AND PARALLEL TO THE EAST LINE OF SAID WEST HALF OF THE NORTHWEST QUARTER OF SECTION 2, SAID LAST DESCRIBED PARALLEL LINE BEING THE EASTERLY BOUNDARY LINE OF THE PREMISES CONVEYED BY THE FIRST NATIONAL BANK OF CHICAGO TO THE THEN TRUSTEES OF THE CENTRAL MANUFACTURING DISTRICT BY DEED DATED APRIL 9, 1957 AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON MAY 27, 1957 IN BOOK 54908, AT PAGE 226 AS DOCUMENT 16915322; THENCE NORTH ALONG THE LAST DESCRIBED PARALLEL LINE, 308.29 FEET TO A POINT, SAID POINT BEING ALSO THE NORTHEAST CORNER OF THE SAID PREMISES CONVEYED BY DEED AFOREMENTIONED; THENCE NORTHEASTERLY ALONG A CURVE CONVEX TO THE SOUTHEAST, HAVING A RADIUS OF 295.12 FEET, AN ARC DISTANCE OF 229.84 FEET, MORE OR LESS, TO ITS INTERSECTION WITH A LINE 519.27 FEET, BY RECTANGULAR MEASUREMENT, NORTH OF AND PARALLEL TO SAID SOUTH LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 2, SAID POINT OF INTERSECTION BEING 160.16 FEET (MEASURED PARALLEL TO AFORESAID SOUTH LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 2) WEST OF SAID EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 2; THENCE EAST ALONG THE LAST DESCRIBED PARALLEL LINE TO A POINT 158.0 FEET, BY RECTANGULAR MEASUREMENT, WEST OF AND PARALLEL TO SAID EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 2; THENCE SOUTHEASTERLY ALONG A CURVED LINE CONVEX TO THE SOUTHWEST, HAVING A RADIUS OF 584.21 FEET, AN ARC DISTANCE OF 209.93 FEET, MORE OR LESS, TO A POINT WHICH IS 314.32 FEET, BY RECTANGULAR MEASUREMENT, NORTH OF SAID SOUTH LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 2 AND 120.7 FEET WEST OF THE EAST LINE OF SAID WEST HALF OF THE NORTHWEST QUARTER OF SECTION 2, MEASURED ALONG A LINE PARALLEL TO THE SOUTH LINE THEREOF; THENCE SOUTHEASTERLY ON A STRAIGHT LINE TO A POINT WHICH IS 212.9 FEET, BY RECTANGULAR MEASUREMENT, NORTH OF THE SAID SOUTH LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 2, AND 82.41 FEET WEST OF THE EAST LINE OF SAID WEST HALF OF THE NORTHWEST QUARTER OF SECTION 2, MEASURED ALONG A LINE PARALLEL TO THE SOUTH LINE THEREOF; THENCE SOUTHEASTERLY ON A CURVE CONVEX TO THE NORTHEAST, HAVING A RADIUS OF 562.19 FEET, AN ARC DISTANCE OF 19.0 FEET, MORE OR LESS, TO A POINT WHICH IS 195.08 FEET, BY RECTANGULAR MEASUREMENT, NORTH OF THE SOUTH LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 2 AND 76.02 FEET WEST OF THE EAST LINE OF SAID WEST HALF OF THE NORTHWEST QUARTER OF SECTION 2, MEASURED ALONG A LINE PARALLEL WITH THE SOUTH LINE THEREOF; THENCE SOUTHERLY ON A CURVE CONVEX TO THE EAST, HAVING A RADIUS OF 317.63 FEET, AN ARC DISTANCE OF 127.55 FEET, MORE

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OR LESS, TO A POINT WHICH IS 69.58 FEET, BY RECTANGULAR MEASUREMENT, NORTH OF SAID SOUTH LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 2, AND 60.26 FEET WEST OF THE EAST LINE OF SAID WEST HALF OF THE NORTHWEST QUARTER OF SECTION 2, MEASURED ALONG A LINE PARALLEL WITH THE SOUTH LINE THEREOF; THENCE SOUTHERLY ALONG A STRAIGHT LINE TO A POINT IN THE NORTH LINE OF WEST 43RD STREET, AFOREMENTIONED, SAID POINT BEING 63.05 FEET WEST OF THE EAST LINE OF SAID WEST HALF OF THE NORTHWEST QUARTER OF SECTION 2, MEASURED ALONG A LINE PARALLEL WITH THE SOUTH LINE THEREOF; THENCE WEST ALONG SAID NORTH LINE OF WEST 43RD STREET, A DISTANCE OF 236.01 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## PARCEL 2:

THAT PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF WEST 43RD STREET (A PRIVATE STREET), SAID NORTH LINE OF WEST 43RD STREET BEING 33.0 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 2, AND A LINE 299.07 FEET (MEASURED PARALLEL TO AFORESAID SOUTH LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 2) WEST OF AND PARALLEL TO THE EAST LINE OF SAID WEST HALF OF THE NORTHWEST QUARTER OF SECTION 2, SAID LAST DESCRIBED PARALLEL LINE BEING THE EASTERLY BOUNDARY LINE OF THE PREMISES CONVEYED BY THE FIRST NATIONAL BANK OF CHICAGO TO THE THEN TRUSTEES OF THE CENTRAL MANUFACTURING DISTRICT BY DEED DATED APRIL 9, 1957 AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON MAY 27, 1957 IN BOOK 54908, AT PAGE 226 AS DOCUMENT 16915322; THENCE NORTH ALONG THE LAST DESCRIBED PARALLEL LINE, 182.0 FEET; THENCE WEST ALONG A LINE PARALLEL TO THE NORTH LINE OF AFORESAID WEST 43RD STREET, 57.75 FEET TO AN EXISTING BRICK WALL OF A ONE STORY BUILDING; THENCE SOUTHERLY ALONG THE SAID BRICK WALL AND ITS SOUTHERLY EXTENSION, 182.0 FEET TO THE NORTH LINE OF SAID WEST 43RD STREET; THENCE EAST ALONG SAID NORTH LINE OF SAID WEST 43RD STREET, 60.05 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## PARCEL 3:

THAT PART LYING WEST OF A STRAIGHT LINE PARALLEL TO AND 299.07 FEET (MEASURED PARALLEL TO THE SOUTH LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 2, WEST OF THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 2 OF THE FOLLOWING DESCRIBED PREMISES: AN IRREGULAR SHAPED PARCEL OF LAND IN THE WEST HALF OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF PRIVATE WEST 43RD STREET (A PRIVATE STREET), SAID NORTH LINE OF PRIVATE WEST 43RD STREET BEING 33.0 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 2, AND A LINE 784.07 FEET, (MEASURED PARALLEL TO AFORESAID SOUTH LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 2), WEST OF AND PARALLEL TO THE EAST LINE OF SAID WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 2, SAID LAST DESCRIBED PARALLEL LINE BEING THE EASTERLY BOUNDARY LINE OF THE PREMISES CONVEYED BY THE FIRST NATIONAL BANK OF CHICAGO TO THE THEN TRUSTEES OF CENTRAL MANUFACTURING DISTRICT BY DEED DATED JULY 18, 1951 AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON JULY 26, 1951

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IN BOOK 47027, AT PAGE 156 AS DOCUMENT 15132507; THENCE NORTH ALONG THE LAST DESCRIBED PARALLEL LINE, 248.02 FEET TO A POINT; THENCE NORTHEASTERLY ON A STRAIGHT LINE 131.28 FEET, MORE OR LESS, TO ITS INTERSECTION WITH A LINE 301.0 FEET, BY RECTANGULAR MEASUREMENT, NORTH OF AND PARALLEL TO SAID SOUTH LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 2, SAID POINT OF INTERSECTION BEING 654.07 FEET (MEASURED PARALLEL TO AFORESAID SOUTH LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 2), WEST OF SAID EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 2; THENCE EAST ALONG THE LAST DESCRIBED LINE TO A POINT OF CURVE, SAID POINT OF CURVE BEING 447.89 FEET (MEASURED TO AFORESAID SOUTH LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 2), WEST OF THE SOUTHEAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 2; THENCE NORTHEASTERLY ALONG A CURVE, CONVEX TO THE SOUTHEAST, HAVING A RADIUS OF 295.12 FEET, AN ARC DISTANCE OF 385.82 FEET, MORE OR LESS, TO ITS INTERSECTION WITH A LINE 519.27 FEET, BY RECTANGULAR MEASUREMENT, NORTH OF AND PARALLEL TO SAID SOUTH LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 2, SAID POINT OF INTERSECTION BEING 169.16 FEET (MEASURED PARALLEL TO AFORESAID SOUTH LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 2) WEST OF SAID EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 2; THENCE EAST ALONG THE LAST DESCRIBED PARALLEL LINE TO ITS INTERSECTION WITH A LINE 158.0 FEET, BY RECTANGULAR MEASUREMENT WEST OF AND PARALLEL TO THE SAID EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 2, SAID LAST DESCRIBED PARALLEL LINE BEING THE EASTERLY BOUNDARY LINE OF THE PREMISES CONVEYED BY THE CHICAGO RIVER AND INDIANA RAILROAD COMPANY TO THE FIRST NATIONAL BANK OF CHICAGO BY DEED DATED MAY 23, 1951 AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON JUNE 7, 1951 IN BOOK 46794, AT PAGE 526 AS DOCUMENT 15094225; THENCE SOUTH ALONG THE LAST DESCRIBED PARALLEL LINE TO THE SAID NORTH LINE OF PRIVATE WEST 43RD STREET; THENCE WEST ALONG SAID NORTH LINE OF PRIVATE WEST 43RD STREET TO THE POINT OF BEGINNING, (EXCEPTING THEREFROM THAT PART THEREOF DESCRIBED ABOVE AS PARCEL 2), IN COOK COUNTY, ILLINOIS.

Record & Return to: SM-11  
 First American Title Insurance Company  
 1850 K Street NW, Suite 1050  
 Washington DC 20006  
 File No. NCS- 1 FRWPA 12-01-DA 72