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**This Document Prepared By and  
When Recorded Return To:**

Matthew Brotschul  
Brotschul Potts LLC  
1 Tower Lane, Suite 2060  
Oakbrook Terrace, Illinois 60181

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PAGE: 1 OF 11

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**Subordination, Non-Disturbance and Attornment Agreement**

between

Vuori, Inc., a Delaware corporation ("**Tenant**");

Stone Street Partners, LLC, an Illinois limited liability company ("**Borrower**");

&

Libertyville Bank & Trust Company, N.A. ("**Lender**")

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*This Document Prepared By And  
When Recorded Return To:*

Matthew B. Brotschul  
BROTSCHUL POTTS LLC  
1 Tower Lane  
Suite 2060  
Oakbrook Terrace, Illinois 60126  
(312) 551-9003

**For Recorder's Use Only**

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

**THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT** (this "**Agreement**"), is made as of April 30, 2024, by and between VUORI, INC., a Delaware corporation ("**Tenant**"); STONE STREET PARTNERS, LLC, an Illinois limited liability company ("**Borrower**"); and LIBERTYVILLE BANK & TRUST COMPANY, N.A. ("**Lender**").

**WITNESSETH**

**WHEREAS**, Borrower (through its property manager G01NG PLACES, LLC) has executed and delivered to Lender that certain Mortgage, to be recorded with the Cook County Recorder of Deeds (such mortgage as the same may be amended, modified or restated from time to time being hereinafter referred to as the "**Mortgage**") encumbering, inter alia, that certain property legally described on **Exhibit A**, attached hereto and incorporated herein (the "**Property**") to secure the repayment of that certain indebtedness (all such indebtedness, collectively, the "**Loan**") advanced by Lender to, inter alia, Borrower pursuant to those certain Note, by Borrower in favor of Lender (collectively, the "**Note**," together with the Mortgage and all other documents which evidence and/or secure the Loan, collectively, the "**Loan Documents**"); and

**WHEREAS**, Borrower is (or upon assignment shall become) the "Landlord" under that certain Lease Agreement, dated July 1, 2022 (such Lease, together with all amendments and modifications thereto, being hereinafter referred to as the "**Lease**") under which Tenant leases the Property subject to the terms and provisions of the Lease; and

**WHEREAS**, prior to providing the Loan, Lender has required the execution of this Agreement and Lender intends to rely on the provisions hereof.

**NOW THEREFORE**, in consideration of the foregoing recitals and the mutual covenants and agreements herein contained, the receipt and legal sufficiency of which are hereby acknowledged, the parties do hereby covenant and agree as follows:

1. Subject to the terms and conditions of this Agreement, Tenant agrees that the Lease is and shall be subject and subordinate to the lien of the Mortgage and all renewals, amendments, modifications, consolidations, replacements and extensions of the secured obligations and the Loan Documents, to the full extent of all amounts secured by the Loan Documents from time to time. Said subordination is to have the same force and effect as if the Loan Documents and such renewals, modifications, consolidations, replacements and extensions thereof had been executed, acknowledged, delivered and recorded prior to the Lease, any amendments or modifications thereof and any notice thereof.
2. Lender agrees that if any action or proceeding is commenced by Lender for the foreclosure of the Mortgage or the sale of the Property, Tenant shall not be named as a party therein unless such joinder shall be required by law, provided, however, such joinder shall not result in the termination of the Lease or

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disturb the Tenant's possession or use of the premises demised thereunder ("Premises"), and the sale of the Property in any such action or proceeding and the exercise by Lender of any of its other rights under any of the Loan Documents shall be made subject to all rights of Tenant under the Lease, provided that at the time of the commencement of any such action or proceeding or at the time of any such sale or exercise of any such other rights (a) the Lease shall be in full force and effect and (b) Tenant shall not be in material default under any of the terms, covenants or conditions of the Lease or of this Agreement on Tenant's part to be observed or performed beyond the expiration of any applicable notice or grace periods. So long as Tenant shall not be in material default under any of the terms, covenants or conditions of the Lease or of this Agreement on Tenant's part to be observed or performed beyond the expiration of any applicable notice or grace periods, Tenant's possession of the Premises pursuant to the terms of the Lease shall not be diminished, disturbed or interfered with by Lender, and Lender agrees to honor the terms and conditions in the Lease for the remainder of the term thereof as if Lender were the landlord thereunder.

3. Tenant agrees that, in the event of a foreclosure of the Mortgage by Lender or the acceptance of a deed in lieu of foreclosure by Lender or any other succession of Lender to fee ownership, Tenant will attorn to and recognize Lender as its landlord under the Lease for the remainder of the term of the Lease (including all extension periods which have been or are hereafter exercised) upon the same terms and conditions as are set forth in the Lease, and Tenant hereby agrees to pay and perform all of the obligations of Tenant pursuant to the Lease, and Lender shall accept such attornment.

4. Tenant agrees that, in the event Lender succeeds to the interest of Landlord under the Lease, Lender shall not be:

- a. liable for any act or omission of any prior Landlord (including, without limitation, the then defaulting Landlord), subject to offset, abatement and self-help rights expressly set forth in the Lease, and provided Lender shall be obligated to cure any and all Lease defaults of a continuing nature within a reasonable time;
- b. subject to any defense or offsets which Tenant may have against any prior Landlord (including, without limitation, the then defaulting Landlord), except as expressly set forth in the Lease;
- c. bound by any payment of rent or additional rent which Tenant might have paid for more than one month in advance of the due date under the Lease to any prior Landlord (including, without limitation, the then defaulting Landlord), unless (i) such sums are actually received by Lender, or (ii) such prepayment shall have been expressly approved of by Lender;
- d. 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's interest, except if Tenant is not paid any improvement allowance pursuant to the Lease, Tenant shall have the right to offset all such unpaid amounts against base rent next due and payable under the Lease until such improvement allowance is fully paid;
- e. intentionally deleted; or
- f. bound by any surrender, termination, amendment or modification of the Lease made without the written consent of Lender (which consent shall not be unreasonably withheld, conditioned or delayed), provided the foregoing shall not apply to any surrender, termination, amendment or modification arising from Tenant's exercise of an express right under the Lease (e.g., an amendment memorializing Tenant's exercise of an extension option or Tenant's right to terminate in the event of a casualty or condemnation).

Nothing contained in this Agreement shall be deemed to limit or otherwise affect Tenant's remedies in the event the landlord under the Lease (whether Landlord or Lender or otherwise) fails to comply with its obligations in connection with the delivery condition of the Premises or any improvement allowance.

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5. Tenant agrees that, notwithstanding any provision hereof to the contrary, all of Tenant's right, title and interest in and to insurance proceeds and condemnation awards with respect to damage to or the condemnation of any portion of the Property, shall be subject to and subordinate to Lender's right, title and interest in and to such proceeds and awards.

6. Tenant hereby agrees to give to Lender copies of all notices of Landlord default(s) under the Lease in the same manner as, and whenever (or promptly thereafter), Tenant shall give any such notice of default to Landlord. Lender shall have the right to remedy any Landlord default under the Lease, or to cause any default of Landlord under the Lease to be remedied, and for such purpose Tenant hereby grants Lender a forty-five (45) day period of time to enable Lender to remedy, or cause to be remedied, any such default in addition to the period given to Landlord for remedying, or causing to be remedied, any such default; provided in no event shall Lender's cure period extend past the date that is seventy-five (75) days after Lender's receipt of the default notice. 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. No Landlord default under the Lease shall exist or shall be deemed to exist as long as Lender, in good faith, shall have cured such default within the above referenced time period. Tenant shall not pursue termination of the Lease as a result of any default by Landlord under the Lease unless Lender fails to cure such default as provided herein.

7. Tenant hereby acknowledges that existence (or future existence) of that certain Assignment of Rents to be recorded with the Cook County Recorder of Deeds, from Landlord to Lender in connection with the Loan. Tenant acknowledges that the interest of the Landlord under the Lease is to be assigned to Lender solely as security for the purposes specified in said assignments, and Lender shall have no duty, liability or obligation whatsoever under the Lease or any extension or renewal thereof, either by virtue of said assignments or by any subsequent receipt or collection of rents thereunder, unless Lender shall specifically undertake such liability in writing or unless Lender or its designee or nominee becomes, and then only with respect to periods in which Lender or its designee or nominee becomes, the fee owner of the Property, subject to the terms and conditions of this Agreement. Tenant agrees that upon receipt of a written notice from Lender of a default by Landlord under the Loan, Tenant will thereafter, if requested by Lender, pay rent to Lender in accordance with the terms of the Lease. Landlord hereby expressly authorizes Tenant to make such payments to Lender, agrees that any sums paid to Lender shall be in satisfaction of Tenant's obligations under the Lease and hereby releases and discharges Tenant from any liability to Landlord on account of any such payments. Tenant shall have no responsibility to ascertain whether such demand by Lender is permitted under any of the Loan Documents, or to inquire into the existence of a default.

8. Tenant represents and warrants to Lender that, to the best of its knowledge, neither Tenant nor Borrower are in default pursuant to the terms of the Lease.

9. Intentionally omitted.

10. Any notice, election, communication, request or other document or demand required or permitted under this Agreement shall be in writing and shall be deemed delivered on the earlier to occur of (a) receipt, or (b) one (1) business day after having been deposited for overnight delivery with any reputable overnight courier service, or (c) three (3) business days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, return receipt requested, addressed to Tenant or Landlord or Lender, as the case may be, at the following addresses:

**IF TO TENANT:**

VUORI LEASE ADMINISTRATION  
5600 AVENIDA ENCINAS, SUITE 100  
CARLSBAD, CA 92008

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Attn: Carol Kaufman

**IF TO LANDLORD:** G01NG PLACES, LLC  
d/b/a/ PMD  
1343 N. Wells Street, Rear Bldg.  
Chicago, IL 60610

**IF TO LENDER:** LIBERTYVILLE BANK & TRUST COMPANY, N.A.  
507 N. Milwaukee  
Libertyville, Illinois 60048  
Attn: Daniel Lawlor

**WITH A COPY TO:** BROTSCHUL POTTS LLC  
1 Tower Lane  
Suite 2060  
Oakbrook Terrace, Illinois 60126  
Attn: Matthew B. Brotschul

11. The term "Lender" as used herein includes any successor or assign of the named Lender herein, including without limitation, any co-lender at the time of making the Loan, any purchaser at a foreclosure sale and any transferee pursuant to a deed in lieu of foreclosure, and their successors and assigns, and the terms "Tenant" and "Landlord" as used herein include any successor and assign of the named Tenant and Landlord herein, respectively; provided, however, that such reference to Tenant's or Landlord's successors and assigns shall not be construed as Lender's consent to any assignment or other transfer by Tenant or Landlord.

12. 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.

13. Neither this Agreement nor any of the terms hereof may be terminated, amended, supplemented, waived or modified orally, but only by an instrument in writing executed by the party against which enforcement of the termination, amendment, supplement, waiver or modification is sought.

14. This Agreement shall be construed in accordance with the laws of the State of Illinois.

15. The person executing this Agreement on behalf of each party hereto is authorized by such party to do so and execution hereof is the binding act of such party enforceable against the applicable party. If any party hereto consists of two or more parties, each party shall be jointly and severally liable for the obligations contained herein of the applicable party.

16. THE UNDERSIGNED HEREBY CONSENTS TO THE JURISDICTION OF ANY COURT LOCATED WITHIN THE STATE OF ILLINOIS. EACH PARTY HERETO WAIVES TRIAL BY JURY AND WAIVES ANY OBJECTION BASED ON IMPROPER VENUE OR FORUM NON CONVENIENS IN ANY ACTION OR PROCEEDING TO WHICH TENANT, LANDLORD AND LENDER MAY BE PARTIES ARISING OUT OF, IN CONNECTION WITH, OR IN ANY WAY PERTAINING TO THIS AGREEMENT AND/OR ANY OTHER LOAN DOCUMENTS. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS AGREEMENT. THIS WAIVER IS KNOWINGLY, WILLINGLY

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AND VOLUNTARILY MADE BY EACH PARTY, AND EACH PARTY HEREBY REPRESENTS THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO, IN ANY WAY, MODIFY OR NULLIFY ITS EFFECT. EACH PARTY FURTHER REPRESENTS AND WARRANTS THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS AGREEMENT AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY INDEPENDENT LEGAL COUNSEL SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.

[remainder of page intentionally left blank]

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IN WITNESS WHEREOF, Lender, Landlord and Tenant have executed this Subordination, Non-Disturbance and Attornment Agreement as of the day and year first above written.

TENANT:

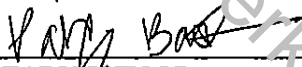
VUORI, INC.,  
a Delaware corporation

By:   
Name: Joe Vuori  
Its: CEO

STATE OF CA )  
  ) ss  
COUNTY OF San Diego )

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that Joe Vuori as the CEO of Vuori Inc., personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that they signed and delivered the said instrument as their own free and voluntary act and for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 3 day of MAY, 2024.

  
NOTARY PUBLIC

My Commission Expires:  
9 / 27

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## ACKNOWLEDGMENT

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

State of California  
County of San Diego

On May 3, 2024 before me, Paige Badstubner - Notary Public  
(insert name and title of the officer)

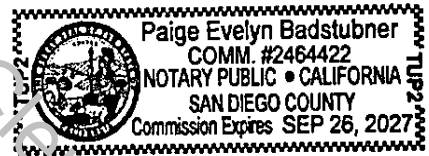
personally appeared Joe Kudla - CEO  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Paige Badstubner

(Seal)



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**STONE STREET PARTNERS, LLC,**  
an Illinois limited liability company

By: PBBS, Inc.,  
an Illinois corporation  
Its: Manager

By: *Brian Farley*  
Name: BRIAN FARLEY  
Its: AUTHORIZED REPRESENTATIVE

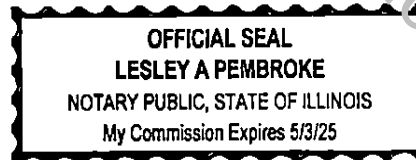
STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that Brian Farley as the Authorized Representative of PBBS, Inc., an Illinois corporation, the sole manager of STONE STREET PARTNERS, LLC, an Illinois limited liability company, 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 to me that he signed and delivered the said instrument as his own free and voluntary act and the free and voluntary act of said entity for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30 day of April, 2024.

*Lesley A. Pembroke*  
NOTARY PUBLIC

My Commission Expires  
5/3/2025



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**LENDER:**

**LIBERTYVILLE BANK & TRUST COMPANY, N.A.**

By: [Signature]  
Its: Senior Vice President

STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF Lake                    )

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that Daniel Lawlor, as the SVP of LIBERTYVILLE BANK & TRUST COMPANY, N.A., personally known to me to be the Lender as aforesaid, and is the same person whose name is subscribed to the foregoing instrument as such Lender appeared before me this day in person and acknowledged to me that he signed and delivered the said instrument as his own free and voluntary act and the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 20<sup>th</sup> day of May, 2024.



[Signature: Alejandro Frial Lopez]  
NOTARY PUBLIC

My Commission Expires:

6.6.2027

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## EXHIBIT A

### THE PROPERTY -- LEGAL DESCRIPTION

LOT 2 AND THE WEST 5 FEET OF THE PRIVATE ALLEY EAST AND ADJOINING LOT 2 IN COLLINS SUBDIVISION OF THE SOUTH 1/2 OF BLOCK 7 IN THE CANAL TRUSTEES' SUBDIVISION OF THE SOUTH FRACTIONAL 1/4 OF FRACTIONAL SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 1003 N Rush Street, Chicago, IL 60611

PIN # 17-03 204-008-0000

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