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Attention: Reuben H. Asia

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DATE: 6/10/2024 2:23 PM

PAGE: 1 OF 7

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement") is by and between Capital Grille Holdings, Inc., a North Carolina corporation, as "TENANT", Jackson National Life Insurance Company, a Michigan corporation, and its successors and assigns, as "MORTGAGEE", and LCO Hotel, LLC, as "LANDLORD".

RECITALS:

A. On September 18, 2006, TENANT, successor in interest to RARE Hospitality Management, LLC, and LANDLORD, successor in interest to River Road Restaurant Pads, LLC, successor in interest to River Road Hotel Partners, LLC, entered into a Lease, as amended, for certain Premises located in the City of Rosemont, County of Cook, and State of Illinois on the land more particularly described in Exhibit "A", attached to this Agreement and incorporated into this Agreement by reference with the same force and effect as if set forth at length (the "LEASE").

B. MORTGAGEE may become a holder of a lien and encumbrance on the PREMISES as security for the obligation of LANDLORD pursuant to certain documents to be recorded in the public records of Cook County, Illinois ("MORTGAGE"); and

C. The parties desire to acknowledge TENANT'S interest in the PREMISES and its rights under the LEASE so long as TENANT is not in default under the LEASE.

THEREFORE, in consideration of the mutual covenants contained in this Agreement, TENANT, MORTGAGEE and LANDLORD agree as follows:

1. Non-disturbance and Subordination. MORTGAGEE recognizes and agrees to honor all of TENANT'S rights under the LEASE and all of LANDLORD'S obligations under the LEASE, including without limitation, the use and distribution of insurance and condemnation proceeds. So long as TENANT is not in default, past the applicable cure period, in the performance of any of the terms of the LEASE, TENANT'S possession of the PREMISES and TENANT'S rights and privileges under the LEASE, including any renewal options, will not be disturbed, diminished or interfered with by MORTGAGEE, MORTGAGEE will continue to honor LANDLORD'S obligations under the LEASE and TENANT will not be made a party defendant

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to any foreclosure proceeding. Subject to the terms of this Agreement, TENANT hereby subordinates its right, title and interest in the LEASE to the lien of the MORTGAGE, including all renewals, modifications, consolidations and extensions thereof. For the avoidance of doubt, the "ROFO" set forth in Article XXI of the LEASE shall be inapplicable with respect to the exercise or enforcement of MORTGAGEE'S rights and remedies under the loan secured by the MORTGAGE, including without limitation, any foreclosure of the MORTGAGE or transfer by deed in lieu of foreclosure.

2. Attornment. In the event MORTGAGEE succeeds to the interest of the LANDLORD under the LEASE, through foreclosure of the MORTGAGE, deed in lieu of foreclosure, or other means, TENANT will be bound to MORTGAGEE under all of the terms of the LEASE for the balance of the term with the same force and effect as if MORTGAGEE were the landlord named in the LEASE, and TENANT will attorn to MORTGAGEE as its landlord, the attornment to be effective and self-operative, without the execution of any further instruments, immediately upon MORTGAGEE succeeding to the interest of the landlord under the LEASE. The respective rights and obligations of TENANT and MORTGAGEE upon such attornment will, for the balance of the term of the LEASE, be the same as now set forth in the LEASE, it being the intention of the parties for this purpose to incorporate the LEASE into this Agreement by reference with the same force and effect as if set forth at length.

3. Landlord's Obligations. In the event that the MORTGAGE is foreclosed for any reason and MORTGAGEE succeeds to the interest of the LANDLORD under the LEASE, MORTGAGEE will be bound to TENANT under all of the terms of the LEASE, and TENANT will, from and after such event, have the same remedies against MORTGAGEE for the breach of an agreement contained in the LEASE that TENANT might have had under the LEASE against the prior LANDLORD.

4. Tenant's Obligations. Notwithstanding anything herein to the contrary, TENANT shall not be deemed to be in default under any of the terms or conditions of this Agreement, until TENANT has received a fully executed original copy of this Agreement.

5. Binding Effect. The rights and obligations of TENANT and MORTGAGEE will bind and inure to the benefit of their respective successors and assigns.

6. Payment Demand. LANDLORD authorizes and directs TENANT to honor any written demand or notice from MORTGAGEE instructing TENANT to pay rent or other sums to MORTGAGEE 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, MORTGAGEE 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 MORTGAGEE or in response to a PAYMENT DEMAND shall be deemed proper payment by TENANT of such sum pursuant to the LEASE.

7. MORTGAGEE as Owner. If MORTGAGEE shall become the owner of the property described on Exhibit "A" (the "PROPERTY") or the PROPERTY shall be sold by reason

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of foreclosure or other proceedings brought to enforce the MORTGAGE or if the PROPERTY shall be transferred by deed in lieu of foreclosure, MORTGAGEE or any person so succeeding to the rights of LANDLORD under the LEASE (herein sometimes called "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 MORTGAGEE succeeded to any prior landlord (including LANDLORD); or

(b) 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

(c) bound by any payment of rent or additional rent intentionally or knowingly made by TENANT to any prior landlord (including LANDLORD) for more than one month in advance that has not been consented to by MORTGAGEE; or

(d) bound by any material amendment, modification, termination or surrender of the LEASE made without the written consent of MORTGAGEE; or

(e) 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 MORTGAGEE 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).

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TENANT:

CAPITAL GRILLE HOLDINGS, INC.,
a North Carolina corporation

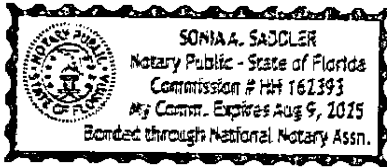
By: *Chenicqua T. Williams*
Name: Chenicqua "Nikki" Williams
Title: Senior Counsel

STATE OF FLORIDA)
) SS
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 5th of June, 2024, by Chenicqua "Nikki" Williams, Senior Counsel of Capital Grille Holdings, Inc., a North Carolina corporation on behalf of the corporation. She is personally known to me and did not take an oath.

Sonia A. Sadler (Signature)
Sonia Sadler (Print or Type Name)
Notary Public (Title or Rank)
_____ (Serial/Commission Number)

My Commission Expires:



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Exhibit "A"

Legal Description of PREMISES

LOT 3 IN THE FINAL PLAT OF SUBDIVISION OF LE MERIDIEN, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 17, 2007 AS DOCUMENT NUMBER 0713715054 IN COOK COUNTY, ILLINOIS.

Street Address: 5300 – 5312 River Road, Rosemont, Illinois
Tax Parcel No.: 12-10-100-011-0000 and 12-10-100-072-0000