

# UNOFFICIAL COPY

11/11/1992

11/11/92

1. Lessee's interest in the Lease, and all rights of Lessee thereunder, shall be and hereby are declared to be subject and subordinate to the Contract, subject to the provisions hereof.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt whereof is hereby acknowledged, the parties hereto do hereby covenant and agree as follows:

WHEREAS, Contract Buyer, Lessor and Lessee have agreed to the following with respect to their mutual rights and obligations pursuant to and under the Lease and the Contract.

WHEREAS, Lessee has required the execution of this agreement as a condition to the Lease; and

WHEREAS, Lessor now holds the interest of Contract Purchase by virtue of an Assignment of Contract for Deed dated October 28, 1992 by and between Western, as Assignor, and Lessor, as Assignee (said contract and Assignment are hereinafter collectively referred to as the "Contract"); and

WHEREAS, the premises are now owned by the Contract Buyer who entered into a contract for sale and purchase of the premises with Western Holdings, Ltd. (hereinafter referred to as "Western") as Contract Purchaser, which contract is evidenced by a Memorandum of Sale dated May 15, 1992 and recorded as Document No. 92-341660 in Cook County, Illinois; and

WHEREAS, by Lease by and between Lessor and Lessee, dated November 11, 1992 (hereinafter referred to as the "Lease"), Lessee has leased certain space within a building located upon land situated in the City of Chicago, State of Illinois, more particularly described in Exhibit "A" attached hereto and hereby made a part hereof (said land and building being herein referred to as the "Premises"). The Lessor's interest under the Lease is now owned by Lessor; and

## WITNESSETH

THIS AGREEMENT, made and entered into as of the day of November, 1992, by and between THE UNITED STATES OF AMERICA, acting by and through the Administrator of General Services (hereinafter referred to as the "Contract Buyer"), LINCOLN BUSINESS CENTER PARTNERSHIP, an Illinois limited partnership (hereinafter referred to as "Lessor"); and SWEETHEART CUP COMPANY, INC., a Delaware corporation (hereinafter referred to as "Lessee").

SUBORDINATION, NON-DISTURBANCE AND ATTORNEY'S AGREEMENT

92-341660

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7. All notices, demands or documents which are required or permitted to be given or served hereunder shall be in writing, and shall be deemed given or served when sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

6. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

5. This Agreement may not be amended or modified in any manner other than by an agreement in writing signed by all of the parties hereto.

4. In the event Contract Seller remains, or any other person, party or entity subsequently becomes the owner of the premises, the Contract Seller, or such applicable party or entity, shall be bound by the Lease and shall return to Tenant.

3. In the event that: (1) the transaction contemplated by the Contract is not consummated; (2) the interest of Lessor in the premises or the Contract is terminated; or (3) in the event Contract Seller acquires the interest of Lessor in the premises, then in any such event and after the receipt by Lessor of written notice from Contract Seller of the occurrence of any such event, Lessor will return to and recognize Contract Seller, its successors and assigns, or any other subsequent purchaser, as its substitute Lessor under the Lease, and, having thus returned, Lessor's possession of the space covered by the Lease shall not thereafter be disturbed during the term of the Lease, or during any renewal or extension thereof in accordance with its terms, providing and as long as Lessor shall continue to pay the rental provided under the Lease in the manner provided therein and otherwise to observe and perform the covenants, terms and conditions of the Lease to be observed and performed by Lessor thereunder in all material respects. The parties shall execute and deliver, upon request, appropriate agreements of acknowledgment and recognition, but the agreement shall be deemed to be self-operative, and no such separate agreements shall be required to effectuate the foregoing acknowledgment and recognition. Any such acknowledgment and recognition of a substitute Lessor shall be upon all of the terms, covenants, conditions and agreements as are set forth in the Lease.

2. Contract Seller does hereby agree that the rights of Lessor under the Lease shall remain in full force and effect and its possession of the premises thereunder shall remain undisturbed during the term of the Lease, and during any renewal or extension thereof in accordance with its terms, provided Lessor shall have performed and shall continue to perform all of the covenants and conditions of the Lease to be by it performed pursuant to the Lease.

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By: [Signature]  
 Its: Vice President—Finance  
 SWEETHEART CUP COMPANY, INC.

LESSOR:

By: [Signature]  
 Its: [Signature]  
 LINCOLN BUSINESS CENTER LIMITED  
 PARTNERSHIP  
 BY: LAWRENCE HORNES, LTD., SUITCASE MANUFACTURER

LESSOR:

By: [Signature]  
 Its: Director, Chicago Real Estate Sales Field Office  
 UNITED STATES OF AMERICA, acting by and through the Administrator of General Services

CONTRACT SELLER:

IN WITNESS WHEREOF, this agreement has been duly executed as of the day and year first above written.

Each party hereto may change its above-stated address from time to time by serving written notice of the change upon the other party hereto as above provided at least ten (10) days prior to the effective date of said change.

Benjamin J. Randall  
 Katz Randall & Weinberg  
 200 North LaSalle Street  
 Suite 2300  
 Chicago, Illinois 60601

with a copy to:

Sweetheart Cup Company, Inc.  
 7575 S. Kostner Avenue  
 Chicago, Illinois 60651  
 Attn: General Counsel

If to Lessee:

Lincoln Business Center Limited Partnership  
 311 South Wacker Drive, Suite 5450  
 Chicago, Illinois 60606  
 Attn: Gerald J. Kostelny

If to Lessor:

General Services Administration  
 Chicago Real Estate Sales Field Office  
 230 S. Dearborn Street, Room 3804  
 Chicago, Illinois 60604  
 Dennis R. Spertman, Director

If to Contract Seller:

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Property of U.S. Government's Office

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STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )

I, Joel D. Malkin, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Douglas R. Spearman appeared before me this day in person and acknowledged that she signed and sealed the said instrument as her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 25th day of November, 1992.

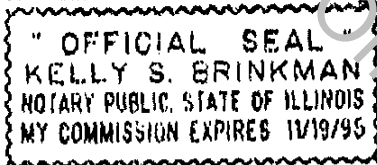


*Joel D. Malkin*  
 \_\_\_\_\_  
 Notary Public

STATE OF )  
 )  
 COUNTY OF )

I, Kelly Brinkman, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Herald T. Kostelny, General Partner of LINCOLN BUSINESS CENTER LIMITED PARTNERSHIP, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such General Partner of LINCOLN BUSINESS CENTER LIMITED PARTNERSHIP this day in person and acknowledged that he signed, sealed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 1st day of December, 1992.



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 Notary Public

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STATE OF ILLINOIS )  
 )  
COUNTY OF COOK )

I, Catherine T. Mourin, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Roger A. Gregg, as Vice President of SWEETHEART CUP COMPANY, who IS personally known to me to be the same person whose name are subscribed to the foregoing instrument as such Vice President of said Corporation, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 4th day of December, 1992.

NOTARIAL SEAL  
CATHERINE T. MOURIN  
NOTARY PUBLIC  
ILLINOIS

Catherine T. Mourin  
Notary Public

PREPARED BY AND RETURN TO  
  
BENJAMIN J. RANDALL,  
KATZ, RANDALL & WEINBERG  
200 N. LaSalle St.,  
Suite 2300  
Chicago, IL 60601  
KRW 06552.00100

RECORDER'S BOX 340

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## EXHIBIT A

### LEGAL DESCRIPTION

That part of the North 3/4 of Section 27, Township 38 North, Range 13 East of the Third Principal Meridian, described as follows: Commencing at the point of intersection of the East line of the West 3,536.00 feet (1,077.77 meters) of said Section 27 with a line hereinafter referred to as "Line A", which extends East from a point on the West line of said Section 27 which is 644.66 feet (196.49 meters) South from the Northwest corner of the South 1/2 of said Section to a point on the East line of said Section 27 which is 619.17 feet (188.72 meters) South from the Northeast corner of said South 1/2, said point being the POINT OF BEGINNING (POB); thence North 0°00'38"W, 2,643.55 feet (805.75 meters) along said East line of the West 3,536.00 feet (1,077.77 meters) of Section 27 to a point on a straight line extending Southeasterly from a point on the North and South center line of said Section 27 which is 401.70 feet (122.44 meters) (measured along said center line) South from the North line of said Section 27 to a point on the East line of said Section 27 which is 1,145.00 feet (349.00 meters) South from the Northeast corner thereof; thence South 73°57'16"E, along said straight line 751.83 feet (229.16 meters) to a 3/8 inch (0.95 centimeter) Bronze Rod set in corner; thence South 0°00'38"E, 840.06 feet (256.05 meters) along the East line of the West 4,258.50 feet (1,297.99 meters) of Section 27 to a point 1,595.68 feet (486.36 meters) North of said "Line A"; thence South 45°00'18"E, 56.57 feet (17.24 meters) to a point 4,298.50 feet (1,310.18 meters) East of the West line of Section 27; thence East 110.00 feet (33.53 meters) along a line 1,555.68 feet (474.17 meters) North of said "Line A" to a 3/8 inch (0.95 centimeters) Bronze Rod Monument set in concrete at corner; thence South 0°00'38"E, 1,555.68 feet (474.17 meters) along said East line of the West 4,408.50 feet (1,343.71 meters) of Section 27 to a point on said "Line A"; thence West 872.50 feet (265.94 meters) along said "Line A" to the designated POINT OF BEGINNING (POB), said property containing 47.50 acres (19.22 hectares) more or less all situated in Cook County, Illinois.

19-27-100-033-8001

19-27-100-033-8002

19-27-401-046-0000

4100 N. 76TH ST

CHICAGO, ILL

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