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LANDLORD'S AGREEMENT

DEPT-01 RECORDING	\$43.50
T:0008 TRAN 6107 04/23/96 13:49:00	
43997 # B.J * -96-303130	
COOK COUNTY RECORDER	
DEPT-10 PENALTY	\$40.00

THIS LANDLORD'S AGREEMENT ("Agreement") is executed as of the 21st day of March, 1996, by and among NATIONS BANK, N.A., as Administrative Lender for the benefit of the Lenders defined below ("Administrative Lender"), CST OFFICE PRODUCTS, INC., a Delaware corporation together with its predecessors and successors, ("CST") and GORDON STRONG AND COMPANY, an Illinois Corporation ("Landlord").

WITNESSETH:

WHEREAS, Landlord and CST, have entered into that certain Lease Agreement, dated November 14, 1978 (as amended, modified and supplemented, the "Lease"), covering certain real property situated in Cook County, Illinois, more particularly described in Exhibit A attached to this Agreement (the "Property"); and

WHEREAS, Lee-CST Holding Corporation, the parent corporation of CST ("Parent"), is being acquired by CST Holding Corp. and, in connection therewith, CST will be merged with and into CST Acquisition Corp. (to be known from and after such merger as CST Office Products, Inc., "Lessee"), following which, Lessee will become, and will succeed to all of the rights and obligations of, CST;

WHEREAS, Lessee is a party to that certain Credit Agreement, among Lessee, certain lenders party thereto (the "Lenders"), and Administrative Lender (said Credit Agreement, as amended, modified, supplemented, renewed, extended or restated, the "Credit Agreement"), pursuant to which Lenders have agreed, among other things, to make loans ("Advances") to Lessee;

WHEREAS, Lessee, in consideration of, among other things, the Advances made or to be made to Lessee by Lenders pursuant to the Credit Agreement, has executed an agreement in favor of a trustee or other person or entity (collectively, the "Trustee") or the Administrative Lender covering Lessee's interest in the Lease and the Property (such agreement, as amended, modified, supplemented, renewed or extended, whether titled as a mortgage, a deed of trust or other agreement shall be referred to herein as the "Deed of Trust") and a Security Agreement in favor of Administrative Lender on behalf of Lenders covering Lessee's interest in certain assets of Lessee (as amended, modified, supplemented, the "Security Agreement"); and

WHEREAS, Administrative Lender and Lessee desire that Landlord acknowledge the Lease and the Deed of Trust and Lessee's Administrative Lender's and Lenders' rights under the Lease, the Deed of Trust and the Security Agreement;

ILLINOIS/GORDON STRONG LEASE

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NOW, THEREFORE, in consideration of the premises, the covenants, conditions, provisions and agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrative Lender, Lessee and Landlord hereby represent, acknowledge, covenant and agree as follows:

1. Non-Disturbance. Landlord hereby agrees that (a) as long as no default exists under the Lease which has not been cured or waived and (b) as long as no event has occurred which, with the lapse of time or the giving of notice or both, would entitle Landlord to dispossess Lessee, the Lease shall not be terminated prior to the expiration date of the term thereof, nor shall Lessee's possession or enjoyment of the Property be interfered with in the event that Trustee or Administrative Lender or any successor-in-interest thereto takes possession of any part of the Property or Excluded Property (as herein defined) pursuant to the Deed of Trust, Security Agreement or otherwise, provided that such Trustee, Administrative Lender or successor-in-interest agrees to assume, without offsets, claims and defenses that may accrue to Tenant, all obligations thereafter accruing under and be bound by the terms of the Lease. If any part of the Property is acquired by Trustee, Administrative Lender or any successor-in-interest thereto by foreclosure or otherwise, Trustee, Administrative Lender or such successor shall take title to Lessee's interest in the Property or any part thereof subject to the terms of the Lease and this Agreement and Lessee's or Administrative Lender's occupancy of the Property in accordance with the terms of the Lease shall not be disturbed or otherwise affected except in accordance with the terms of the Lease and this Agreement provided that such Trustee, Administrative Lender or successor-in-interest agrees to assume all obligations thereafter accruing under and be bound by the terms of the Lease, without offsets, claims and defenses that may accrue to

in writing

Lessee

and this Agreement

Lessee/Tenant

in writing

2. Attornment. If any proceedings are brought for the foreclosure of Trustee's or Administrative Lender's deed of trust lien, mortgage lien, security interest or other encumbrance upon the Lease or Property, Landlord agrees that the substitution as lessee under the Lease of Trustee, Administrative Lender, any successor-in-interest to Trustee or Administrative Lender, or purchaser at the foreclosure sale, shall not constitute a default or event of default under the Lease, and Landlord further agrees to recognize Trustee, Administrative Lender, or any successor-in-interest to Trustee or Administrative Lender as purchaser at the foreclosure sale, and as the lessee under the Lease with all rights and privileges as are held by Lessee, provided that (i) such Trustee, Administrative Lender or successor-in-interest agrees to assume all obligations thereafter accruing under and be bound by the terms of the Lease, without offsets, claims and defenses that may accrue to Tenant, (ii) that such purchaser's use of the Property shall be lawful and reasonably acceptable to Landlord, which acceptance shall not be unreasonably withheld or delayed and (iii) that such purchaser agrees in writing at the time of such foreclosure sale that the Property shall be used and occupied and that if the Property is not used and occupied for a period of 6 months after such foreclosure sale Landlord may terminate the Lease. Such attornment shall be effective and self-operative without the execution of any further instrument on the part of any of the parties hereto. Landlord agrees, however, to execute and deliver at any time, and from time to time, upon the request of Trustee, Administrative Lender or of any other holder(s) of any of the indebtedness or any such nominee

as

in writing

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or purchaser, any instrument or certificate which, in its sole judgment, Trustee, Administrative Lender, such other holder(s), or such nominee or purchaser, as the case may be, deems to be necessary or appropriate in any such foreclosure proceeding or conveyance in lieu of foreclosure or otherwise to evidence such attornment, provided that the rights of Lessee under the Lease shall not be impaired or Lessee's obligations increased, as a result thereof.

3. Acknowledgment and Agreement by Landlord. Landlord acknowledges and agrees that:

(a) From and after the date hereof, Lessee, as the successor-in-interest to CST, shall be the tenant under the Lease, with all of the rights and obligations of the original tenant thereunder for the remainder of the term thereof;

(b) This Agreement shall constitute written consent of the Landlord to the encumbrance of the Lease to Administrative Lender and Lenders under the Deed of Trust and Security Agreement and shall constitute a waiver of (i) all restrictions to such encumbrance, including notice requirements, and (ii) events of default created by such assignment under the terms of the Lease.

(c) From and after the date hereof, in the event of any non-monetary act or omission by Lessee which would give Landlord the right, either immediately or after the lapse of time or the giving of notice, to terminate the Lease or to claim a partial or total eviction, Landlord will not exercise any such right;

(i) Until it has given written notice of such act or omission to Administrative Lender; and

(ii) Until the same period of time as is given to Lessee under the Lease to cure such act or omission, shall have elapsed following receipt of such notice by Administrative Lender;

(d) From and after the date hereof, Landlord will not materially modify or amend the Lease without the prior written consent of Administrative Lender, which consent will not be unreasonably withheld or delayed, and, in the event of any material modification or amendment of the Lease without the prior written consent of Administrative Lender, such modification or amendment shall be voidable at any time at the option of Administrative Lender, in its reasonable discretion;

(e) It has notice that the Lease and all sums, if any, due to Lessee thereunder have been assigned or are to be assigned to Administrative Lender as security for the obligations secured by the Deed of Trust and Security Agreement. In the event that Administrative Lender notifies Landlord of a default under the Deed of Trust or Security Agreement and demands that Landlord pay all sums due Lessee under the Lease (if any) to Administrative Lender, Landlord shall honor such demand and pay all sums due Lessee under the Lease (if any) directly to Administrative Lender or as otherwise required pursuant to such notice;

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(f) It shall use its reasonable efforts to send a copy of any notice or statement under the Lease to Administrative Lender at the same time such notice or statement is sent to Lessee, provided that failure to send such notice shall not impair Landlord's rights under the Lease; and

(g) This Agreement satisfies any condition or requirement in the Lease relating to the granting of a non-disturbance agreement.

4. No Obligation of Administrative Lender. Administrative Lender and Lenders have no obligation and will not incur any liability hereunder or under the Lease until such time as Administrative Lender takes possession of the Property or otherwise acquires Lessee's interest in the Lease, whereupon Administrative Lender and the Lenders shall be deemed to have assumed all obligations of Lessee thereafter accruing or arising under the Lease, without offsets, claims and defenses that may accrue to ~~Forant~~ Lessee.

5. Landlord's Agreement. Landlord hereby:

(a) Waives each and every right which Landlord now has, or may hereafter have, under Illinois law or otherwise, or by virtue of the Lease now in effect or any other lease related to the Property hereafter executed by Lessee, to levy or distrain upon for rent, in arrears, in advance, or both, or for any other claim of Landlord against Lessee or to claim or assert any title or interest or lien in and to the following described property (hereinafter called the "Excluded Property"):

All of Lessee's property now or hereafter located on or in the Property, including but not limited to, all inventory now owned or hereafter acquired by Lessee including all goods, merchandise, raw materials, goods in process, supplies or other personal property held for sale or lease or furnished or to be furnished under contracts of service or used or consumed in Lessee's business, all fixtures, all furnishings, all general intangibles, all equipment (wherever located) and all substitutions and accessions thereto, now or hereafter existing, all parts thereof and all accessions and all proceeds and products thereof

which are already on the Property, or may hereafter be delivered or installed thereon, and are or may hereafter become subject to the Security Agreement or the Deed of Trust granting any interest in the Excluded Property, or any of same, in favor of Trustee or Administrative Lender;

(b) Recognizes and acknowledges that any claim or claims that Trustee or Administrative Lender or any Lender has or may hereafter have against the Excluded Property by virtue of the Security Agreement or the Deed of Trust is senior and superior to any lien or claim of any nature which the Landlord now has or may hereafter have to the Excluded Property by constitution, statute, agreement or otherwise;

(c) Agrees that in the event of default by Lessee in the payment of any indebtedness or other obligation to Administrative Lender or any Lender, or in the performance of any of the

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terms and conditions of the Credit Agreement, the Security Agreement, the Deed of Trust, Trustee or Administrative Lender or its agent may remove the Excluded Property or any part thereof from the Property, in accordance with the terms and conditions of the Security Agreement or the Deed of Trust and Landlord covenants and agrees that Landlord will make no claim whatsoever to the Excluded Property and will not attempt in any way to impede such removal of the Excluded Property by Trustee, Administrative Lender or their agent; and

(d) Agrees that Lenders at any time and from time to time, may, without affecting the validity of this Agreement, renew, extend or otherwise modify the terms of payment of any indebtedness of Lessee to Lenders or the performance of any of the terms and conditions of the Security Agreement, Deed of Trust, or other agreement with Lessee or Lenders or any other person or entity now or hereinafter liable for or whose property secure the obligation of Lessor to Lenders, without the consent of Landlord and without giving notice thereof to Landlord.

6. Inconsistent Provisions. This Agreement supersedes any inconsistent provision of the Lease.

7. Notices. Any notice, demand or request permitted, required or desired to be given in connection with this Agreement shall be in writing and shall be deemed effective if hand delivered, or if sent by United States certified or registered mail, return receipt requested, postage prepaid, or if sent by private receipted courier guaranteeing same-day or next-day deliver, addressed to the respective part at its address provided below.

If sent by U.S. certified mail in accordance with this Section 7, such notices shall be deemed given and received on the earlier of (a) actual receipt at the above specified address of the named addressee, or (b) on the third business day after deposit with the United States Postal Service. Notice given by any other means shall be deemed given and received only upon actual receipt at the herein specified address of the named addressee.

8. Time. Time is of the essence in all matters pertaining to the performance of this Agreement.

9. Authority. The parties to this Agreement warrant and represent to one another that they have the power and authority to enter into and perform their respective obligations under this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such person, and that all formal requirements necessary or required by any state and/or federal law or private agreement in order for the parties to enter into and perform their respective obligations under this Agreement have been fully complied with.

10. Entire Agreement. This Agreement represents the entire agreement among Administrative Lender, Lessee and Landlord regarding the subject matter dealt with herein, and it may not be modified, amended or discharged except by written amendment executed by the party against whom enforcement of such modification, amendment or discharge is sought.

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11. Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, administrators, successors and assigns.
12. Governing Law. The terms, provisions and conditions of this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without reference to principles of conflicts of laws.
13. Attorneys' Fees. Should any litigation, administrative proceeding or arbitration be commenced by any of the parties hereto or their representatives, or should any party institute any proceeding in a court which has jurisdiction over any other party hereto or any or all of its property or assets, or should any litigation or proceeding be commenced concerning any provision of this Agreement or the rights and duties of any person or entity in relation thereto, then the party or parties prevailing in such litigation or proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for such prevailing party's attorneys' fees and court costs in such litigation or proceeding, which shall be determined by the court (or presiding official) in such litigation or proceeding or in a separate action brought for that purpose.
14. Severability. If any provision of this Agreement shall, for any reason, be held to be violative of any applicable law, and so much of this Agreement is held to be unenforceable, then the invalidity of such specific provision shall not be held to invalidate any other provision of this Agreement, all of which other provisions shall remain in full force and effect.
15. Headings; Construction. The headings contained in this Agreement are for reference purposes only and shall not modify or affect this Agreement in any manner whatsoever. Wherever required by this context, any gender shall include any other gender, the singular shall include the plural, and the plural shall include the singular.
16. Counterparts. This Agreement may be executed in any number of counterparts each of which, when so executed, shall be deemed an original and all of which taken together shall constitute the Agreement.

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EXECUTED as of the date first written above.

ADMINISTRATIVE LENDER:

NATIONSBANK, N.A.

By: *Harold R. Beattie, Jr.*
Name: Harold R. Beattie, Jr.
Title: Attorney-in-Fact

LANDLORD:

GORDON STRONG AND COMPANY

By: _____
Name: _____
Title: _____

LESSEE and CST:

CST OFFICE PRODUCTS, INC.

By: *Kevin B. Skelander*
Name: Kevin B. Skelander
Title: Chief Financial Officer

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EXECUTED as of the date first written above.


ADMINISTRATIVE LENDER:

NATIONSBANK, N.A.

By: _____
Name: _____
Title: _____

LANDLORD:

GORDON STRONG AND COMPANY

By: 
Name: Charles H. [unclear]
Title: Vice President

LESSEE and CST:

CST OFFICE PRODUCTS, INC.

By: _____
Name: _____
Title: _____

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THE STATE OF Illinois §

COUNTY OF Cook §

This instrument was acknowledged before me on the 20th day of March, 1996, by Harold Beattie, Jr., Attorney-in-Fact of NationsBank of Texas, N.A., a national banking association.

Susan Jacobson
Notary Public, State of Texas Illinois

My Commission Expires:
"OFFICIAL SEAL"
SUSAN JACOBSON
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES 7/22/96

THE STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 1996, by _____ of Gordon Strong and Company., an Illinois corporation, on behalf of said corporation.

Notary Public, State of _____

My Commission Expires:

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THE STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 1996, by _____ of NationsBank of Texas, N.A., a national banking association.

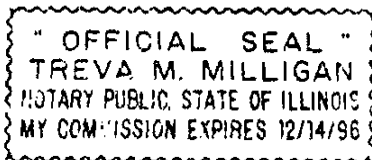
Notary Public, State of Texas

My Commission Expires:

THE STATE OF ILLINOIS §

COUNTY OF COOK §

This instrument was acknowledged before me on the 21st day of March, 1996, by Treva M. Milligan of Gordon Strong and Company., an Illinois corporation, on behalf of said corporation.



Treva M. Milligan
Notary Public, State of Illinois

My Commission Expires:

Dec. 14, 1996

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THE STATE OF Illinois §

COUNTY OF Cook §

This instrument was acknowledged before me on the 21st day of March, 1996, by Kevin R. Stelmaske, Chief Executive Officer of CST Office Products, Inc., a Delaware corporation, on behalf of said corporation.

Mary E. Garner
Notary Public, State of Illinois

My Commission Expires:
11/20/99



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Exhibit A

Lots 75 to 84, both inclusive,
in Northgate Industrial Center, being a subdivision in part of Sections 2
and 3, Township 42 North, Range 11 East of the third Principal Meridian,
according to the Plat thereof recorded February 16, 1978 as Document
24329400, in Cook County, Illinois.

The record owner of the property is: Gordon Strong and Company

M. Suzanne Behtel
Donohoe, Jameson & Carroll, P.C.
3400 RENAISSANCE TOWER
1201 Elm Street
DALLAS, TEXAS 75270



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