

SUBORDINATION, NON-DISTURBANCE & ATTORNMENT AGREEMENT

*SNS
BMR*

THIS AGREEMENT made this 25th day of May, 2000 by and among First Midwest Bank, having offices at _____ ("Lender"), Ames Realty II, Inc., a Delaware corporation having offices at 2418 Main Street, Rocky Hill, Connecticut 06067 ("Lessee"), and Firstar Bank, N.A., not personally, but as successor Trustee under Trust Agreement #999-C dated June 11, 1986 having offices at c/o Tri-Land Properties, Inc., One Westbrook Corporate Center, Suite 520, Westchester, Illinois 60154-5764 ("Lessor").



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WITNESSETH

WHEREAS, Lessor and Lessee are parties to a Lease dated April 4, 2000 as amended by a First Amendment to Lease dated May 24, 2000 (collectively, the "Lease") for a store consisting of 74,258 rentable square feet of floor area located in Canterbury Shopping Center, located at 159th Street and Kedzie Avenue in Markham, Illinois; and

WHEREAS, Lender is making a mortgage loan to Lessor in the principal sum of \$2,000,000 (the "Loan") and, as a condition to the making of the Loan, Lender is requiring that Lessor and Lessee enter into this Subordination, Non-Disturbance and Attornment Agreement with Lender; and

WHEREAS, Lessor and Lessee are willing to enter into this Subordination, Non-Disturbance and Attornment Agreement with Lender.

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to Lender by Lessor and Lessee, the receipt of which is hereby acknowledged, the parties do hereby covenant and agree to and with each other as follows:

1. The Lease and the entire estate evidenced thereby is and shall be junior and subject to the mortgage lien securing the Loan (the "Mortgage"). Lessee covenants not to subordinate the Lease to any other lien without first receiving Lender's written consent in each instance. This covenant shall be binding upon Lessee and its successors and assigns.

2. The Lender hereby assents to the Lease and agrees so long as Lessee is not in default (beyond any period of grace given to Lessee under the Lease) in either (a) the payment of rent or additional rent, or (b) the performance or observance of the other terms, covenants and conditions contained in the Lease on Lessee's part to be performed and observed, then:

- a. Lessee's possession and occupancy of the premises demised by the Lease and Lessee's rights and privileges under the Lease, or any extension or renewal thereof which may be effected in accordance with the terms of this Lease, shall not be disturbed by the Lender.
- b. Lender shall not join Lessee as a party in any action or proceeding brought as a result of a default under the Mortgage for the purposes of terminating Lessee's interest and

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estate under the Lease or of affecting or disturbing any of Lessee's rights under the Lease.

3. In the event that the interest of lessor shall vest in the Lender by reason of foreclosure or other proceedings brought by it, or in any other manner, Lender and Lessee agree to be directly bound to each other to perform the respective undischarged obligations of Lessor and Lessee under the Lease accruing after such foreclosure or other action, subject to all of the terms and conditions as set forth in the Lease.

4. Lessee agrees that it will attorn to and recognize Lender as Lessor under and for the unexpired balance of the term of the Lease and any extension or renewal thereof, upon the same terms and conditions as set forth in the Lease.

5. Lender agrees that, either before or after foreclosure, or other actions taken in the event that there is any insured loss to the premises demised to Lessee by the Lease, or if a portion of such premises shall have been taken by virtue of the exercise of the right of eminent domain, and if, as a result of such loss or taking the Lender comes into, or has the right to, possession of such insurance or taking proceeds, it will release such proceeds to Lessor, or to Lessee, as the case may be, in order to permit such person to perform its restoration obligations, in either such case, as set forth in the Lease.

6. This Agreement shall bind and enure to the benefit of the successors and assigns of each of the parties hereto and shall be construed in accordance with the laws of the State in which the premises demised by the Lease are located. The term "Lender" shall also mean any subsequent holder of the Mortgage, or any party acquiring title to the premises by virtue of foreclosure and their respective successors and assigns. The terms "lessor" and "lessee" shall also mean, in addition to the Lessor and Lessee named in the Lease, the holder from time to time of the Lessor's interest in the Lease, and the holder from time to time of the Lessee's interest in the Lease, respectively.

7. This Agreement shall become null and void if a completely executed original signed by all parties hereto is not returned to Lessee within sixty (60) days from the date on which Lessee affixes its signature hereto.

(signature page follows)

IN WITNESS WHEREOF, the parties hereto have executed these presents as of the day and year first above written.

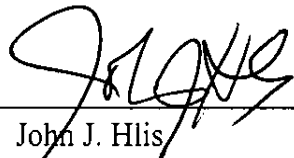
Lender:

FIRST MIDWEST BANK

By: _____
Its: _____
duly authorized agent

Lessee:


AMES REALTY II, INC.


By: John J. Hlis
Vice President

Lessor:

/N.A.

FIRSTAR BANK, not personally, but
solely as Trustee as aforesaid

By: 
Its: Land Trust Officer
duly authorized

SEE TRUSTEE EXONERATION ATTACHED
& MADE A PART HEREOF

Attest: 
Land Trust Officer

UNOFFICIAL COPY

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IN WITNESS WHEREOF, the parties hereto have executed these presents as of the day and year first above written.

Lender:

FIRST MIDWEST BANK

By: [Signature]
Its: S.V.P.
duly authorized agent

Lessee:

AMES REALTY II, INC.

By: [Signature]
John J. Hlis
Vice President

Lessor:

^{/N.A.}
FIRST STAR BANK, not personally, but
solely as Trustee as aforesaid

By: [Signature]
Its: Land Trust Officer
duly authorized

SEE TRUSTEE EXONERATION ATTACHED
& MADE A PART HEREOF

Attest: [Signature]
Land Trust Officer

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STATE OF Ill)
) SS:
COUNTY OF Will)

On this 7 day of June, 2000, personally appeared before me Frank Cikat, who being by me duly sworn, did depose and say that he has an office at U.P. of FIRST MIDWEST, the _____ described in and which executed the foregoing instrument and that he signed his name thereto as a free act and deed of the _____

Gail Freeland
Notary Public



STATE OF CONNECTICUT)
) SS: ROCKY HILL
COUNTY OF HARTFORD)

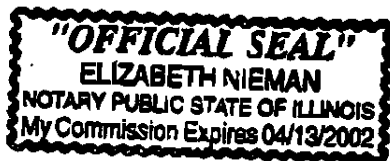
On this 25th day of May, 2000, personally appeared before me John J. Hlis, who being by me duly sworn, did depose and say that he has an office at 2418 Main Street, Rocky Hill, Connecticut and that he is the Vice President of Ames Realty II, Inc. the corporation described in and which executed the foregoing instrument.

Andrea L. Kelsey
Notary Public

ANDREA L. KELSEY
Notary Public
My Commission Expires: 11-30-03

STATE OF IL)
) SS:
COUNTY OF Cook)

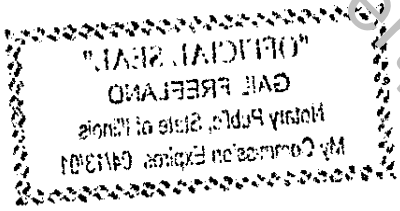
On this 5th day of June, 2000, personally appeared before me Angela McClain & Norma J. Haworth, who being by me duly sworn, did depose and say that he has an office at Firststar Bank, N.A., and that he is the Land Trust Officers of Firststar Bank, N.A., the _____ described in and which executed the foregoing instrument and that he signed his name thereto as a free act and deed of the _____



Elizabeth Nieman
Notary Public

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STATE OF _____)
) SS:
COUNTY OF _____)

On this ____ day of _____, 2000, personally appeared before me _____, who being by me duly sworn, did depose and say that he has an office at _____, and that he is the _____ of _____, the _____ described in and which executed the foregoing instrument and that he signed his name thereto as a free act and deed of the _____.

Notary Public

STATE OF CONNECTICUT)
) SS: ROCKY HILL
COUNTY OF HARTFORD)

On this 25th day of May, 2000, personally appeared before me John J. Hlis, who being by me duly sworn, did depose and say that he has an office at 2418 Main Street, Rocky Hill, Connecticut and that he is the Vice President of Ames Realty II, Inc. the corporation described in and which executed the foregoing instrument.

Andrea L. Kelsey
Notary Public

ANDREA L. KELSEY
Notary Public

My Commission Expires: 11/30/03

STATE OF IL)
) SS:
COUNTY OF Cook)

On this 5th day of June, 2000, personally appeared before me _____ Angela McClain & Norma J. Haworth, who being by me duly sworn, did depose and say that he has an office at Firststar Bank, N.A., and that he is the Land Trust Officers of Firststar Bank, N.A., the _____ described in and which executed the foregoing instrument and that he signed his name thereto as a free act and deed of the _____.



Elizabeth Nieman
Notary Public

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TRUSTEE EXONERATION ATTACHED TO: SUBORDINATION, NON-DISTURBANCE & ATTORNMENT AGREEMENT

This document is executed by FIRSTAR BANK, N.A., not personally but as Trustee, as aforesaid, in the exercise of power and authority conferred upon and vested in said Trustee as such and it is expressly understood and agreed that nothing in said document contained shall be construed as creating any liability on said Trustee personally to pay any indebtedness accruing thereunder, or to perform any covenants, either expressed or implied, including but not limited to warranties, indemnifications, and hold harmless representations in said document (all such liability if any, being expressly waived by the parties hereto and their respective successors and assigns) and that so far as said Trustee is concerned, the owner of any indebtedness or right accruing under said document shall look solely to the premises described therein for the payment or enforcement thereof, it being understood that said Trustee merely holds legal title to the premises described therein and has no control over the management thereof or the income therefrom, and has no knowledge respecting any factual matter with respect to said premises, except as represented to it by the beneficiary or beneficiaries of said trust. In event of conflict between the terms of this rider and of the agreement to which it is attached, on any questions of apparent liability or obligation resting upon said trustee, the provisions of this rider shall be controlling.

County of Cook County Clerk's Office

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EXHIBIT "A"

LEGAL DESCRIPTION

OUT-LOT "A" IN CANTERBURY GARDENS UNIT NO. 1, A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 36, NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 16, 1955 AS DOCUMENT 16271151, IN COOK COUNTY, ILLINOIS.

Permanent Index Nos. 28-24-101-042-0000
28-24-101-033-0000
28-24-101-035-0000
28-24-101-037-0000
28-24-101-039-0000
28-24-101-043-0000
28-24-101-044-0000

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