

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

The Guardian Life Insurance Company
of America
7 Hanover Square
23rd Floor - B
New York, New York 10003

Attention: Rose Policastro
Legal Department



0010038587

BRU #9285 Niles, Illinois
(For Recorder's Use Only)

Subordination, Non-Disturbance and Attornment Agreement

THIS AGREEMENT, made as of the 9th day of November, 2000 between The Guardian Life Insurance Company of American, having an address at 7 Hanover Square, New York, New York (hereinafter called "Mortgagee") and Baby Superstore, Inc., a South Carolina corporation having an office at 461 From Road, Paramus, New Jersey 07652, (hereinafter called "Tenant").

WITNESSETH

WHEREAS, Mortgagee is the holder of a mortgage (hereinafter called the "Mortgage") covering a parcel of land in the City of Niles, County of Cook, State of Illinois, described on Exhibit A annexed hereto, owned by TDC Niles, L.L.C. an Illinois limited company (hereinafter called "Landlord") together with the improvements thereon (being hereinafter called the "Shopping Center"); and

WHEREAS, by a certain lease heretofore entered into between Landlord and Tenant dated as of July 27, 1999 as amended and modified as indicated on Exhibit B annexed hereto (hereinafter collectively referred to as the "Lease"), Landlord leased to Tenant a portion of the Shopping Center, described on Exhibit C annexed hereto, together with any improvements thereon (said premises and the improvements thereon being hereinafter called the "Demised Premises"); and

WHEREAS, a copy of the Lease has been delivered to Mortgagee, the receipt of which is hereby acknowledged; and

WHEREAS, Article XXVI of the Lease provides that the Lease shall become subject to and subordinate to a first mortgage of the fee interest of the Shopping Center if and when a non-disturbance agreement is entered into with respect to such mortgage; and

WHEREAS, the parties hereto desire to effect the subordination of the Lease to the Mortgage and to provide for the non-disturbance of Tenant by the holder of the Mortgage.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the parties hereto intending to be legally bound hereby agree as follows:

1. Mortgagee hereby consents and approves the Lease and the term thereof, including the options to extend the term as set forth in the Lease, and covenants and agrees that the exercise by Tenant of any of the rights, remedies and options therein contained shall not constitute a default under the Mortgage.

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M. Paul

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2. Tenant covenants and agrees with Mortgagee that the Lease hereby is made and shall continue hereafter to be subordinate to the lien of the Mortgage, and to all modifications and extensions thereof, subject, however, to the provisions of this Agreement.

3. Tenant certifies that the Lease is presently in full force and effect, except as amended, modified, superseded and supplemented as indicated in Exhibit B:

4. Mortgagee agrees that so long as the Lease shall be in full force and effect:

(a) Tenant shall not be named or joined as a party or otherwise in any suit, action or proceeding for the foreclosure of the Mortgage or to enforce any rights under the Mortgage or the bond or note or other obligation secured thereby:

(b) The possession by Tenant of the Demised Premises and Tenant's rights thereto shall not be disturbed, affected or impaired by, nor will the Lease or the term thereof be terminated or otherwise affected by (i) any suit, action or proceeding upon the Mortgage or the bond or note or other obligation secured thereby, or for the foreclosure of the Mortgage or the enforcement of any rights in connection therewith under the Mortgage, or by any judicial sale or execution or other sale of the Demised Premises, or any deed given in lieu of foreclosure, or by the exercise of any other rights given to any holder of the Mortgage or other documents as a matter of law, or (ii) any default under the Mortgage or the bond or note or other obligation secured thereby:

(c) Neither the Mortgage nor any other security instrument executed in connection therewith shall cover or be construed as subjecting in any manner to the lien thereof, any trade fixtures, signs or other personal property owned by Tenant and at any time furnished or installed by or for Tenant or its subtenants or licensees on the aforementioned property regardless of the manner or mode of attachment thereof.

5. If Mortgagee or any further holder of the Mortgage shall become the owner of the Shopping Center by reason of foreclosure of the Mortgage or otherwise, or if the Shopping Center shall be sold as a result of any action or proceeding to foreclose the Mortgage, or transfer of ownership by deed given in lieu of foreclosure, then so long as Tenant is not in default under the Lease, after all applicable cure periods, the Lease shall continue in full force and effect, without necessity for executing any new lease, as a direct lease between Tenant and the then owner of the Shopping Center, as "landlord", upon all of the same terms, covenants and provisions contained in the Lease, and in such event:

(a) Tenant shall be bound to such new owner under all of the terms, covenants and provision of the Lease for the remainder of the term thereof (including the Renewals Periods, if Tenant elects or has elected to exercise its options to extend the term) and Tenant hereby agrees to attorn to such new owner and to recognize such new owner as "landlord" under the Lease; and

(b) Such new owner shall be bound to Tenant under all of the terms, covenants and provisions of the Lease for the remainder of the term thereof (including the Renewals Periods, if Tenant elects or has elected to exercise its options to extend the term) which such new owner hereby agrees to assume and perform and Tenant shall, from and after the date such new owner succeeds to the interest of "landlord" under the Lease, have the same remedies against such new owner for the breach of any covenant contained in the Lease that Tenant might have had under the Lease against Landlord if such new owner had not succeeded to the interest of "landlord", provided, however, that such new owner shall not (i) be bound by any rent or additional rent which Tenant might have paid for more than one month in advance to any prior landlord (including

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landlord); or (ii) be bound by any amendment or modification of the Lease made without its consent; or be liable for any breach of the Lease or other act or omission by any prior landlord (including Landlord), except that Lender shall be obligated to cure any prior default that is continuing in nature and continues after the date Lender takes title to the Shopping Center; or (iv) be bound by any offset, defense or counterclaim that Tenant might have or be entitled to against any prior landlord (including Landlord;) or (v) bound by any security or other deposit made by Tenant that is not delivered to Lender; and

(c) Lender's liability under the Lease shall be limited to Lender's interest in the Shopping Center and Tenant shall have no recourse to any other assets of Lender.

6. Any notices or communications given under the agreement shall be in writing and shall be given by registered or certified mail, return receipt requested, postage prepaid, (a) if to Mortgagee, at the address of Mortgagee as hereinabove set forth or at such other address as Mortgagee may designate by notice, or (b) if to Tenant, then in duplicate, under separate cover, one copy attention of the Sr. Vice President - Real Estate of Tenant, at the address as Tenant may designate by notice. During the period of any postal strike or other interference with the mail, personal delivery shall be substituted for registered or certified mail. No default notice given by Tenant under the Lease shall be effective as against Mortgagee unless a duplicate copy thereof has been given to Mortgagee.

7. This Agreement shall bind and inure to the benefit of and be binding upon and enforceable by the parties hereto and their respective successors and assigns.

8. This Agreement contains the entire agreement between the parties and cannot be changed, modified, waived or canceled except by an agreement in writing executed by the party against whom enforcement of such modification, change, waiver, or cancellation is sought.

9. This Agreement and the covenants herein contained are intended to run with and bind all lands affected thereby.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

Attest:

By: 

Name: MICHAEL NOULAS
Title: Second Vice President, Real Estate

[Corporate Seal]

The Guardian Life Insurance
Company of America

By: 

CELESTE P. STINSON
Senior Vice President, Real Estate

(Mortgagee)

BABY SUPERSTORE, INC.
A South Carolina corporation

Attest:

By: 

Michael L. Tumolo
Assistant Secretary

[Corporate Seal]

By: 

David P. Picot
Vice President - Real Estate
Design & Construction
(Tenant)

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STATE OF NEW JERSEY)
) SS:
COUNTY OF BERGEN)

On November 9, 2000 before me, Gina Marie Ryan a Notary Public in and for said State, personally appeared David P. Picot and Michael L. Tumolo, personally known to me (or 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 on behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Gina Marie Ryan (Seal)

GINA MARIE RYAN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires December 28, 2001



STATE OF New York)
) SS:
COUNTY OF New York)

On January 2, 2001 before me, Maria Isabel Machado a Notary Public in and for said State, personally appeared Celente P. Stinson and Michael Nadeau, personally known to me (or 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 on behalf of which the person(s) acted, executed the instrument.

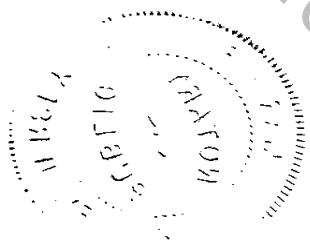
WITNESS my hand and official seal.

Maria Isabel Machado (Seal)

MARIA ISABEL MACHADO
Notary Public, State of New York
No. 4806179
Qualified in Kings County
Commission Expires July 31, 2002

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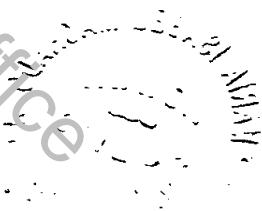
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Exhibit A

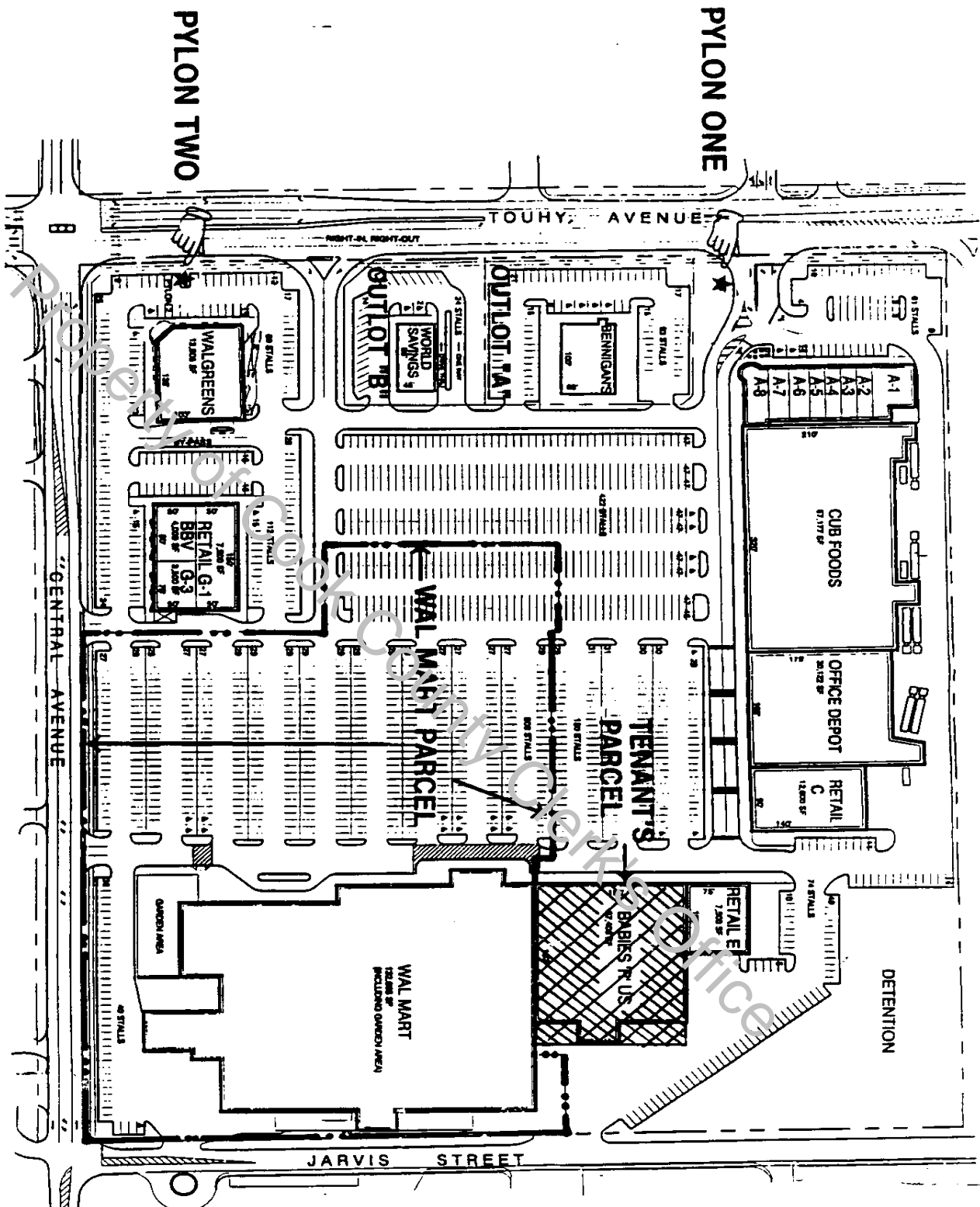
LEGAL DESCRIPTION

LOTS 2, 3, 4, 5, 6, 7, 9 AND 10 IN POINTE PLAZA SUBDIVISION, BEING A SUBDIVISION OF LOT 2 IN ANNIE MULLEN SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 22, 1999 AS DOCUMENT NUMBER 09188471, IN COOK COUNTY, ILLINOIS.

Pin #: 10-29-403-019-0000
10-29-403-021-0000
10-29-403-022-0000

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SHOPS

A-1	PANERA BREAD	3,818 SF
A-2		1,820 SF
A-3		1,520 SF
A-4		1,520 SF
A-5		1,520 SF
A-6		2,000 SF
A-7	WOLG CAMERA	2,000 SF
A-8	STARBUCKS COFFEE	1,825 SF

BBV Blockbuster Video

TENANT'S PARCEL

10038587

RETAIL

G.L.A.
- INCL. GREEN AREA
- INCL. OUTLOTS
PARKING PROVIDED

2	322,529 SF
2	150,000 SF
2	241,700 SF
	1,577



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November 9, 2000

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EXHIBIT B

1. Memorandum of Lease dated July 27, 1999; and
2. Commencement Agreement.

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