



**WHEN RECORDED MAIL TO:**

Blockbuster Inc.  
3000 Redbud Blvd,  
McKinney, TX 75069  
Attn: Tiffany Ramsey, Lease Administrator



**DEMISED PREMISES:**

Blockbuster Inc. #17086  
PIN# 17-16-408-028

**SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT**

THIS **SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT** (the "Agreement") is made and entered into this 8<sup>th</sup> day of March, 2001, by and between **BLOCKBUSTER INC.**, a Delaware corporation (the "Tenant") and **SMITH PROPERTY HOLDINGS SUPERIOR PLACE L.L.C.**(the "Landlord") and **COLUMBIA NATIONAL REAL ESTATE FINANCE, INC.** (the "Lender").

**RECITALS:**

**WHEREAS**, Landlord executed a Lease dated as of December 8, 1998 in favor of Tenant, a memorandum of which may be recorded simultaneously herewith, covering a certain Demised Premises therein described located on a parcel of real estate, a legal description of which is attached hereto and incorporated herein by this reference as Exhibit "A" (said parcel of real estate and the Demised Premises being sometimes collectively referred to herein as the "Property"); and

**WHEREAS**, Landlord has executed a Multifamily Mortgage, Assignment of Rents and Security Agreement (the "Mortgage") dated December 19, 2000, ~~2001~~ and recorded on December 28, 2000, ~~2001~~ as DOCUMENT 0001014850 in the Land Records of Cook County, State of Illinois in favor of Lender, payable upon the terms and conditions described therein; and

**WHEREAS**, it is a condition to said loan that said Mortgage shall unconditionally be and remain at all times a lien or charge upon the Property, prior and superior to the Lease and to the leasehold estate created thereby; and

**WHEREAS**, the parties hereto desire to assure Tenant's possession and control of the Property under the Lease upon the terms and conditions therein contained;

**NOW, THEREFORE**, for and in consideration of the mutual covenants and premises herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed by the parties hereto, the parties hereto do hereby agree as follows:

**AGREEMENT**

1. The Lease is and shall be subject and subordinate to the Mortgage, and to all renewals, modifications, consolidations, replacements and extensions thereof, and to all future advances made thereunder.

2. Should Lender become the owner of the Property, or should the Property be sold by reason of foreclosure, or other proceedings brought to enforce the Mortgage which encumbers the Property, or should the Property be transferred by deed in lieu of foreclosure, or should any portion of the Property be sold under a trustee's sale, the Lease shall continue in full force and effect as a direct lease between the then owner of the Property covered by the Mortgage and Tenant, upon, and subject to, all of the terms,

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covenants and conditions of the Lease for the balance of the term thereof remaining, including any extensions therein provided. Tenant does hereby agree to attorn to Lender or to any such owner as its landlord, and Lender hereby agrees that it will accept such attornment.

3. Notwithstanding any other provision of this Agreement, Lender shall not be (a) liable for any default of any landlord under the Lease (including Landlord), except that Lender agrees to cure any default of Landlord that is continuing as of the date Lender forecloses the Property within thirty (30) days from the date Tenant delivers written notice to Lender of such continuing default, unless such default is of such a nature to reasonably require more than thirty (30) days to cure and then Lender shall be permitted such additional time as is reasonably necessary to effect such cure, provided Lender diligently and continuously proceeds to cure such default; (b) subject to any offsets or defenses which have accrued prior to the date of foreclosure, unless Tenant shall have delivered to Lender written notice of the default which gave rise to such offset or defense and permitted Lender the same right to cure such default as permitted Landlord under the Lease; (c) bound by any Rent that Tenant may have paid under the Lease more than one month in advance; (d) bound by any amendment or modification of the Lease which reduces the term of the Lease or Tenant's monetary obligations thereunder hereafter made without Lender's prior written consent; (e) responsible for the return of any security deposit delivered to Landlord under the Lease and not subsequently received by Lender.

4. If Lender sends written notice to Tenant to direct its Rent payments under the Lease to Lender instead of Landlord, then Tenant agrees to follow the instructions set forth in such written instructions and deliver Rent payments to Lender; however, Landlord and Lender agree that Tenant shall be credited under the Lease for any Rent payments sent to Lender pursuant to such written notice.

5. All notices which may or are required to be sent under this Agreement shall be in writing and shall be sent by first-class certified U.S. mail, postage prepaid, return receipt requested, and sent to the party at the address appearing below or such other address as any party shall hereafter inform the other party by written notice given set forth above:

If to Tenant, then to: Blockbuster Inc. #17036  
The Renaissance Tower  
1201 Elm Street  
Dallas, TX 75270  
Attn: Real Estate/Legal

with a copy to: Blockbuster Inc. #17086  
3000 Redbud Blvd,  
McKinney, TX 75069  
Attn: Lease Administration

If to Landlord, then to: Smith Property Holdings Superior Place L.L.C.  
C/o Near North Properties  
875 North Dearborn, Suite 300  
Chicago, Illinois  
Attn: Mr. James Loewenberg

with a copy to: Charles E. Smith  
Residential Realty, Inc.  
2345 Crystal City  
Arlington, Virginia 22202  
Attn: General Counsel

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If to Lender, then to: Columbia National Real Estate Finance, Inc.  
1667 K Street NW  
Suite 510  
Washington, DC 20006  
Attn: Mr. Robert C. Baldwin

All notices delivered as set forth above shall be deemed effective three (3) days from the date deposited in the U.S. Mail.

6. Said Mortgage shall not cover or encumber and shall not be construed as subjecting in any manner to the lien thereof any of Tenant's improvements or trade fixtures, furniture, equipment or other personal property at any time placed or installed in the Premises. In the event the Property or any part thereof shall be taken for public purposes by condemnation or transfer in lieu thereof or the same are damaged or destroyed, the rights of the parties to any condemnation award or insurance proceeds shall be determined and controlled by the applicable provisions of the Lease.

7. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors in interest, heirs and assigns and any subsequent owner of the Property secured by the Mortgage.

8. Should any action or proceeding be commenced to enforce any provisions of this Agreement or in connection with its meaning, the prevailing party in such action shall be awarded, in addition to any other relief it may obtain, its reasonable costs and expenses, not limited to taxable costs and reasonable attorney's fees.

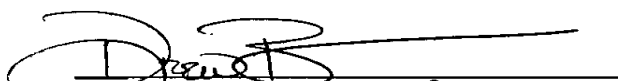
9. Tenant shall not be joined as a party/defendant in any action or proceeding which may be instituted or taken by reason or under any default by Landlord in the performance of the terms, covenants, conditions and agreements set forth in the Mortgage.

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

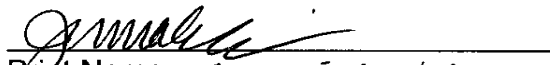
**WITNESSES:**

**LENDER:**

Columbia National Real Estate Finance, Inc.

  
Print Name: Drew Rinforsen

By: R. C. Baldwin  
Name: Robert C. Baldwin  
Title: Managing Director

  
Print Name: Jenna E. Cowles

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**WITNESSES:**

Jay Williams  
Print Name: Jay Williams

Patricia M. Davis  
Print Name: Patricia M. Davis

**LANDLORD:**

Smith Property Holdings Superior Place  
L.L.C., a Delaware limited liability  
company

By: G.R. Bell  
Name: Gerrit R. Bell  
Title: First General Counsel

**WITNESSES:**

Felicia R. McKnight  
Print Name: Felicia R. McKnight

April J. Nelson  
Print Name: April J. Nelson

**TENANT:**

**BLOCKBUSTER INC.,**  
a Delaware corporation

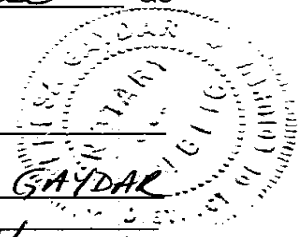
By: David Roskelley  
David Roskelley  
Senior Vice President

**[Acknowledgment of Lender]**

STATE OF District of Columbia  
COUNTY OF Columbia

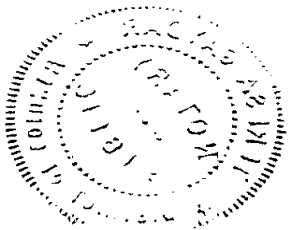
The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of March, 2001, by Robert C. Baldwin as Managing Director of **COLUMBIA NATIONAL REAL ESTATE FINANCE, INC.**, on behalf of the corporation. He/she is personally known to me or has produced a drivers license as identification and did/did not take an oath.

Teresa Gaydar  
Notary Public Signature  
Printed/Typed Name: TERESA GAYDAR  
Commission No.: \_\_\_\_\_  
My commission expires: 4/14/02



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### [Acknowledgment of Landlord]

STATE OF VIRGINIA )  
COUNTY OF ARLINGTON )

The foregoing instrument was acknowledged before me this 5 day of February, 2001, by Gemma R. Best, as Asst Gen Counsel of **SMITH PROPERTY HOLDINGS SUPERIOR PLACE L.L.C.**, a Delaware limited liability company on behalf of the limited liability company. He/she is personally known to me or has produced license as identification and ~~did~~ did not take an oath.

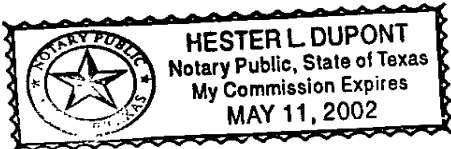
Patricia M. Davis  
Notary Public Signature  
Printed/Typed Name: Patricia M. Davis  
Commission No.: \_\_\_\_\_  
My commission expires: 6/30/02



### [Acknowledgment of Tenant]

STATE OF TEXAS )  
COUNTY OF DALLAS )

The foregoing instrument was acknowledged before me this 17 day of January, 2001, by DAVID ROSKELLEY, SENIOR VICE PRESIDENT of **BLOCKBUSTER INC.**, a Delaware corporation, on behalf of the corporation. He is personally known to me and did not take an oath.

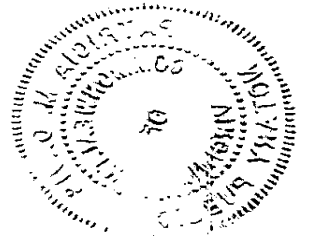


Hester L. Dupont  
Notary Public Signature  
Printed/Typed Name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

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HESTER L. DUBOIS  
County Clerk  
Cook County, Illinois



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## EXHIBIT "A"

### LEGAL DESCRIPTION

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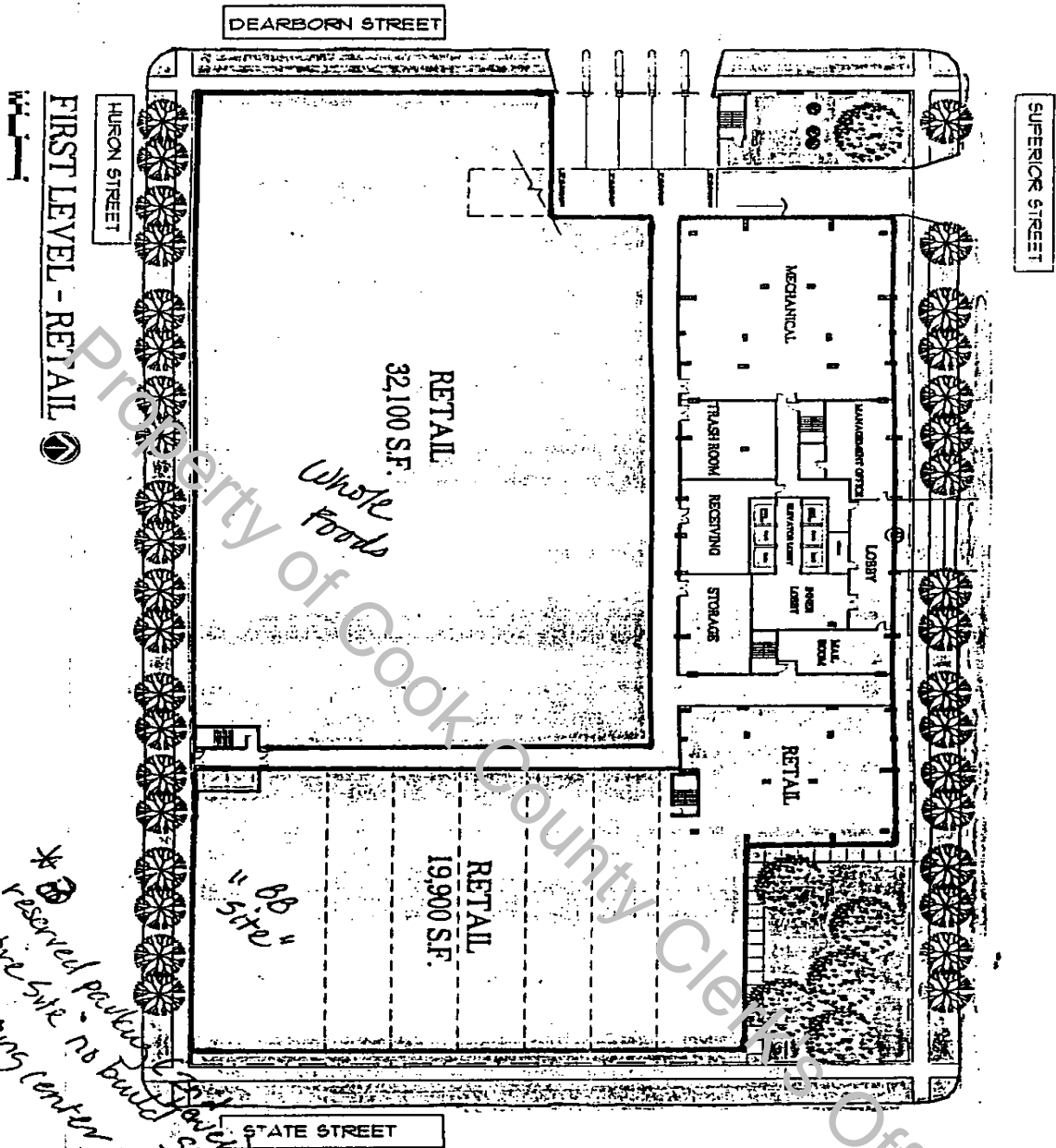
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EXHIBIT "A"

Site Plan of Demised Premises and/or Shopping Center

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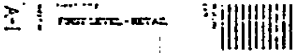
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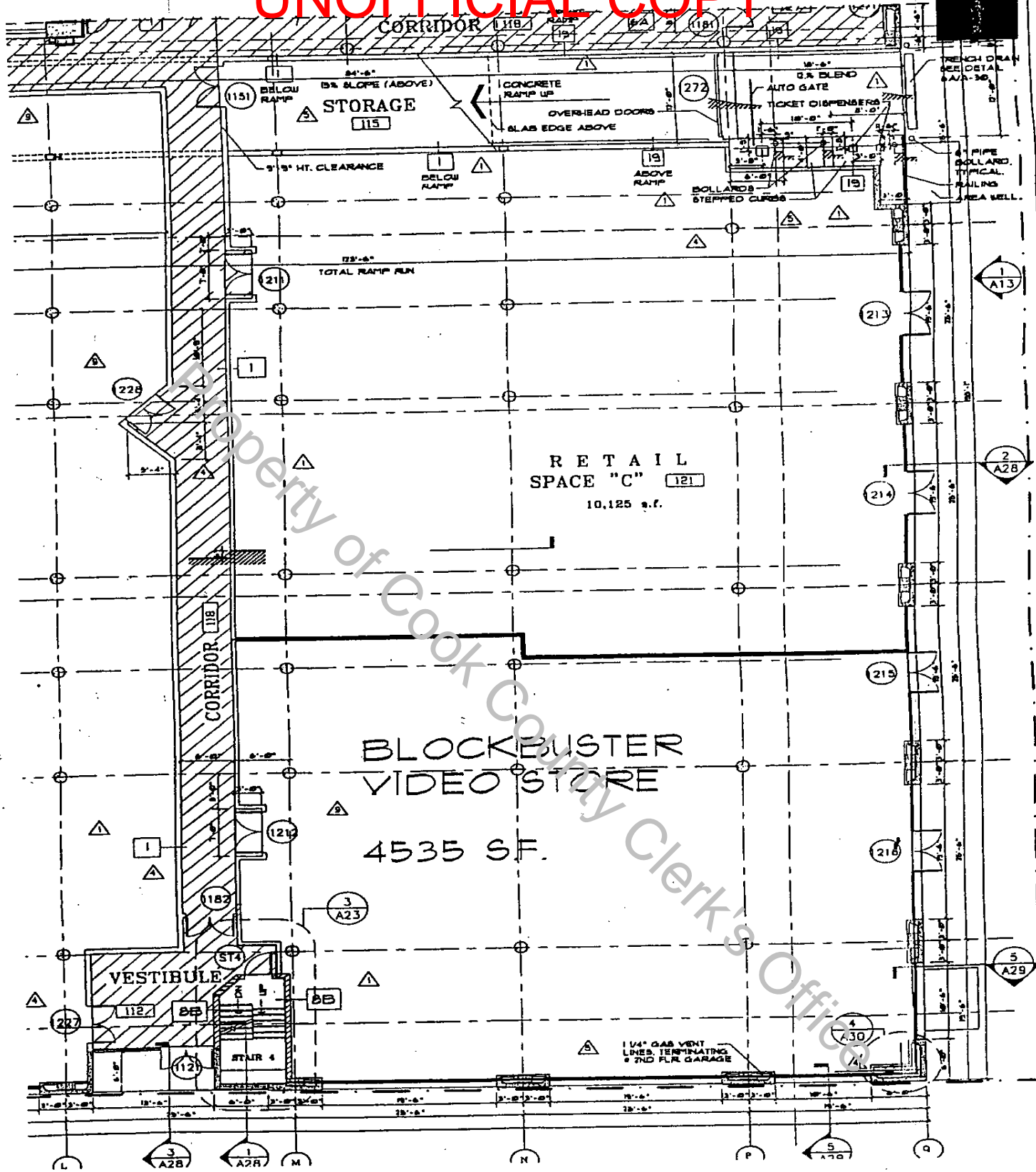
*\* reserved parking (BB site) no build garage*  
*\* entire site no build garage*  
*\* no shopping center pylon*

CATHEDRAL PLACE  
 430 N. LAKE STREET  
 CHICAGO, ILLINOIS

LOEWENBERG ASSOCIATES, INC.  
 100 N. DEARBORN STREET, CHICAGO, ILLINOIS 60610



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**EXHIBIT A**  
**Legal Description of Shopping Center**

AS PER PLAT RECORDED AS DOCUMENT NUMBER 52658 AND LOTS 1, 2, 3 AND 4 (EXCEPT THE NORTH 5.0 FEET OF THE WEST 76 FEET THEREOF) AND LOTS 5 AND 6 (EXCEPT THE WEST 76 FEET OF LOTS 5 AND 6) AND LOT 7 IN THE SUBDIVISION OF PART OF BLOCK 32 AS PER PLAT RECORDED AS DOCUMENT NUMBER 26207, ALSO ALL OF THE PUBLIC ALLEYS VACATED BY ORDINANCE RECORDED JANUARY 12, 1976 AS DOCUMENT NUMBER 23351728, ALL IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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