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Approved By: [Signature]
Date: 3/11/02

SUBORDINATION NON-DISTURBANCE
AND ATTORNMENT AGREEMENT

THIS AGREEMENT, dated ^{effective as of} the 28th day of MARCH 2002, by and between Column Financial, Inc., a Delaware Corporation, whose address is: 3414 Peachtree Road, N.E., Suite 1140, Atlanta, GA 30326-1113 ("Lender"), Arlington, LLC, an Illinois limited liability company, whose address is: c/o M&J Wilkow, Ltd., 180 North Michigan Avenue, Suite 200, Chicago, IL 60601 ("Landlord") and PETSMART, INC., a Delaware corporation, whose address is 19601 N. 27th Avenue, Phoenix, Arizona 85027, Attention: Senior Vice President of Real Estate ("Tenant").

777671, 60792, 6079

WITNESSETH:

- A. WHEREAS, Landlord and Tenant have entered into a Shopping Center Lease dated September 15, 1993, as amended by that certain First Amendment to Shopping Center Lease dated October 15, 1993, and as amended by that certain Second Amendment to Shopping Center Lease dated June 8, 1994, and as amended by that certain Third Amendment to Shopping Center Lease dated December 8, 1999, and as amended by that certain Letter Agreement dated July 5, 2001 (collectively the "Lease") pertaining to certain premises (the "Premises") at Annex of Arlington, in Arlington Heights, Illinois (the "Shopping Center"); and
- B. WHEREAS, Lender has made or agreed to make a loan in the amount of Fifty Thousand and No/100 Dollars (\$50,000.00) secured by a mortgage or security deed ("Mortgage") upon the real property ("Property") described in EXHIBIT A attached hereto (which includes the Premises); and
- C. WHEREAS, Tenant wishes to be assured of the continued use and occupancy of the Premises and related Common Area (as such terms are defined in the Lease) and pylon or other signage of the Shopping Center under the terms of the Lease, notwithstanding any breach or default by Landlord or the exercise of any remedies under the Mortgage; and
- D. WHEREAS, Lender wishes for Tenant to recognize and attorn to Lender in the event that Lender succeeds to the rights of the Landlord under the Lease as a result of foreclosure or otherwise.

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NOW, THEREFORE, in consideration of the foregoing, and for valuable consideration, the sufficiency of which upon full execution hereof are hereby acknowledged, and the undertakings hereinafter set forth, the parties hereby covenant and agree as follows:

1. SUBORDINATION. As set forth in this Agreement, the Lease is and shall be subordinate to the lien of the Mortgage and to all renewals, modifications, consolidations, replacements and extensions of the Mortgage, to the full extent of amounts secured by the interest thereon. The foregoing notwithstanding, in no event shall any of Tenant's trade inventory, equipment, furniture and furnishings, accounts, books or records or other assets be or



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become subject or subordinate to the lien in favor of Lender.

2. NON-DISTURBANCE. So long as the Lease has not been terminated as a result of a default by Tenant, or any assignee or sublessee (hereinafter referred to collectively as "Tenant"), beyond any applicable grace, notice and cure period, Tenant's possession, use and enjoyment of the Premises and the related Common Area, including but not limited to related signage, shall not be interfered with, disturbed or diminished, or otherwise affected in any manner as a result of any act or omission of Landlord, and all rights and privileges of Tenant under the Lease, and any renewals, modifications, or extensions thereof, shall be recognized by Lender and any Successor Landlord (as defined in paragraph 3 below). If any action or proceeding is commenced by Lender for the foreclosure of the Mortgage or the sale of the Premises, Tenant shall not be named as a party therein unless such joinder shall be required by law and Tenant shall not thereby be subjected or exposed to any liability, cost or expense, and such joinder shall not result in the termination of the Lease or disturb Tenant's possession, use or enjoyment of the Premises, and the foreclosure or sale in any such action or proceeding shall be made subject to all rights of Tenant under the Lease. Compliance by Landlord with any of the terms or provisions of the Lease shall not constitute a breach of or a default under or with respect to the Mortgage or any obligation secured thereby.

3. ATTORNMEN. In the event that title to, possession of or control of the Premises or any other interest therein, which includes the right to receive payment of rent or to enforce the performance of other obligations under the Lease, is transferred as a result of any trustee's sale, judicial foreclosure, deed in lieu of foreclosure or other proceedings pursuant to the Mortgage, Tenant will attorn to the purchaser or transferee who acquires such title or other interest ("Successor Landlord") and will recognize such Successor Landlord as landlord under and subject to the terms and conditions of the Lease. Tenant hereby waives the provisions of any statute or rule of law now or hereafter in effect which might give it any right or election to terminate the Lease by reason of any such foreclosure proceeding.

4. PERFORMANCE BY TENANT. In the event that Tenant receives any notice from Lender or any Successor Landlord to pay rent or other sums or render any other performance under the Lease to such Lender or Successor Landlord, Tenant may render performance in accordance with such notice without any duty of inquiry and despite any knowledge or notice to the contrary with the same force and effect as if such payment or performance were rendered to Landlord, and Landlord hereby releases and discharges Tenant of and from any liability to Landlord resulting from Tenant's payment of such rent to Lender or any Successor Landlord in accordance with this Agreement or Lender's or any Successor Landlord's notice or instructions from Lender or any Successor Landlord.

5. SUCCESSOR LANDLORD LIABILITY. Upon transfer of the Shopping Center to the Successor Landlord, including Lender, the Successor Landlord shall have the same rights and obligations under the Lease as the Landlord and Tenant shall have the same rights and remedies under the Lease against the Successor Landlord as existed against Landlord, including for a breach of the Lease; provided, however, that Lender or any Successor Landlord shall not:

(a) be subject to any offsets or defenses which Tenant might have against any prior landlord (including the Landlord), except for offsets arising under the Lease with respect to costs

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and expenses (but not damages) incurred by Tenant after Tenant has notified Lender and given Lender an opportunity to cure as provided in this Agreement, and/or offsets arising from (i) a reconciliation or year-end adjustment of an estimated rental or other charge under the Lease or (ii) an audit of Landlord's business records, as provided in the Lease; or

(b) be bound by any Base Rent which Tenant might have paid for more than one (1) month in advance; or

(c) be obligated to reimburse Tenant for any security deposit, unless said security deposited is received by Lender; or

(d) be bound by any amendment or modification of the Lease made after the date hereof without Lender's consent, which consent shall not be unreasonably withheld, conditioned or delayed and it being agreed by Lender that consent shall be deemed given unless Lender makes objection in writing and properly noticed to Tenant within thirty (30) days from the date of Tenant's notice to Lender.

Provided however, that nothing herein shall excuse Lender or any Successor Landlord from liability or responsibility for, or limit any right or remedy of Tenant with respect to, any breach or default which continues from and after the date when Lender or such Successor Landlord obtains title to or takes possession or control of the Premises.

6. NOTICE OF LANDLORD DEFAULT. Each of the Lender and Tenant shall give to the other, by certified or registered mail, a copy of any notice of default served upon Landlord under the Mortgage or the Lease, respectively, at the address set forth above, and the other shall have the same right, but shall have no obligation, to cure any such default on behalf of the Landlord as is provided in the Mortgage or the Lease, respectively.

7. LEASE TERMINATION. In the event Tenant notifies Lender that Tenant elects to terminate the Lease as a result of Landlord's default, the Lease shall not terminate until Lender has had a reasonable period of time after such notice in which to cure said default, not to exceed thirty (30) days ("Initial Cure Period"), which period may run concurrently with any notice or cure period given to Landlord; provided, however, that if due to the nature of the default Lender is unable to complete such cure within the Initial Cure Period, Lender shall be entitled to such additional time as may be necessary to cure such default, not to exceed thirty (30) days following the expiration of the Initial Cure Period, only if and so long as the following conditions are satisfied: (i) Lender has notified Tenant in writing of its intent to cure Landlord's default; (ii) Lender has commenced such cure within the Initial Cure Period; and (iii) Lender diligently pursues such cure to completion.

8. OTHER DOCUMENTS. Each of Lender, Landlord and Tenant agrees to reasonably execute and deliver to the others such further documents and assurances confirming the foregoing as any of such parties may reasonably request.

9. SUCCESSORS AND ASSIGNS. The terms "Lender", "Successor Landlord" and "Landlord" shall include such parties and any successors or assigns, including any successors in title to the Premises. The term "Tenant" shall include any assignee or sublessee.

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10. CONDITION. The parties agree that this Agreement shall be valid only once fully executed, acknowledged and delivered by all of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed as of the date first referenced above.

TENANT:

PETSMART, Inc.,
a Delaware corporation

By: 

Name: Mary Horton

Title: Director of Real Estate, Legal Services and Administration

LANDLORD:

ARLINGTON, LLC

By: 

Name: M&J Wilkow, Ltd.

Title: M&J Wilkow, Ltd., Agent for Landlord

LENDER:

COLUMN FINANCIAL, INC.

By: 

Name: Timothy J. Meyer

Title: Senior Vice President

Property of Cook County Clerk's Office

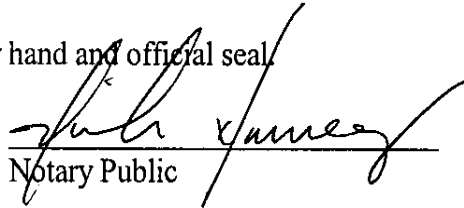
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STATE OF ARIZONA)
COUNTY OF MARICOPA) SS:

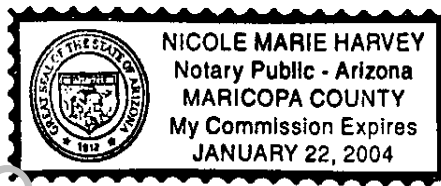
On this 7th day of MARCH, 2002, before me, the undersigned officer, personally appeared MARY Z. HORTON, who acknowledged herself to be the ~~DIRECTOR OF LEGAL REAL ESTATE SERVICES & ADMIN.~~ of PETSMART, Inc., a Delaware corporation, and that she, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing such instrument in such capacity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public

My Commission Expires:

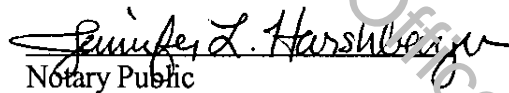
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STATE OF IL)
COUNTY OF COOK) SS.

On this 11th day of MARCH, 2002, before me, the undersigned officer, personally appeared Marc R. Wilkow, who acknowledged himself to be the President of M&J Wilkow, Ltd. a IL corp, and that he, as such President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing such instrument in such capacity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public

My Commission Expires:

11/18/02



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STATE OF ILLINOIS)
COUNTY OF COOK) SS.

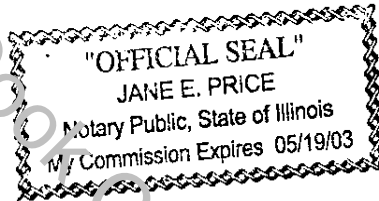
On this 20 day of MAY, 2002, before me, the undersigned officer, personally appeared TIMOTHY J. MEYER, who acknowledged himself to be the Senior Vice President of COVANTH FINANCIAL, INC. a DELAWARE CORPORATION, and that he, as such Senior Vice President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing such instrument in such capacity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Jane E. Price
Notary Public

My Commission Expires:

5/19/03



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EXHIBIT A

Legal Description

Street Address: 1-115 West Rand Road, Arlington Heights, Illinois 60004

Permanent Tax Identification Numbers: 03-17-302-074-000
03-17-302-075-000
03-17-302-077-000

PARCEL 1:

That part of Lot 2 in Hardee's Rand Road Subdivision, being a subdivision of parts of the West 1/2 of the Southwest 1/4 of Section 17, and the East 1/2 of the Southeast 1/4 of Section 18, lying southwesterly of the center line of Rand Road, all in Township 42 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded July 16, 1986 as Document 86297345, and a 0.019 acre parcel south of said Lot 2, described as follows:

Beginning at the easterly most corner of said Lot 2; thence South 42 degrees 02 minutes 44 seconds West, 568.13 feet to a Southerly line of said Lot 2; thence North 89 degrees 47 minutes 42 seconds West, 28.95 feet along the said Southerly line of said Lot 2, to a point 96.40 feet, as measured along said Southerly line, east of a corner of said Lot 2; thence North 47 degrees 49 minutes 39 seconds West, 186.71 feet to a South line of said Lot 2; thence North 89 degrees 47 minutes 42 seconds West, 27.62 feet along the last described South line to a point 373.47 feet, as measured on said South line, east of the West line of the Southwest 1/4 of Section 17, aforesaid; thence North 47 degrees 57 minutes 52 seconds West, 194.53 feet; thence North 31 degrees 32 minutes 09 seconds West, 157.43 feet to a Westerly line of said Lot 2; thence North 42 degrees 00 minutes 35 seconds East along said Westerly line, 10.81 feet to a Southwesterly line of said Lot 2; thence North 47 degrees 59 minutes 25 seconds West along said Southwesterly line, 325 feet to a Northwest line of said Lot 2; thence North 42 degrees 00 minutes 35 seconds East along said Northwest line, 550.00 feet to the South line of Rand Road (said South line also being the northeasterly line of said Lot 2); thence South 47 degrees 59 minutes 25 seconds East along said South line, 246.30 feet to a corner of Lot 1 in Hardee's Rand Road Subdivision, aforesaid; thence South 42 degrees 00 minutes 35 seconds West, 230.00 feet; thence South 47 degrees 59 minutes 25 seconds East, 175 feet; thence North 42 degrees 00 minutes 35 seconds East, 230 feet to the South line of Rand Road; thence South 47 degrees 59 minutes 25 seconds East, 478.67 feet to the place of beginning, all in Cook County, Illinois.

PARCEL 2:

A perpetual non-exclusive easement established pursuant to a grant of easement dated July 10, 1990 and recorded July 26, 1990 as Document 90359319 over, across and upon the following described property for use and maintenance of a storm water retention pond for the benefit of Parcel 1:

PARCEL 2A: (Arlington Grove Portion)

That part of the West 1/2 of the Southwest 1/4 of Section 17 and the East 1/2 of the Southeast 1/4 of Section 18, lying southwesterly of the center line of Rand Road, all in Township 42 North, Range 11, East of the Third Principal Meridian described as follows:

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Commencing at the most southwesterly corner of Lot 2 in Hardee's Subdivision, being a subdivision of parts of the West 1/2 of the Southwest 1/4 of said Section 17 and the East 1/2 of the Southeast 1/4 of said Section 18, lying southwesterly of the center line of Rand Road, according to the plat thereof recorded July 16, 1986 as Document 86297345, said point being on a line 900 feet north of and parallel with the South line of the East 1/2 of the Southeast 1/4 of said Section 18, a distance of 90.69 feet West of the East line of the Southeast 1/4 of said Section 18; thence North 42 degrees 02 minutes 18 seconds East along the West line of said Lot 2, a distance of 120 feet for a point of beginning; thence North 03 degrees 44 minutes 40 seconds West, 142 feet; thence North 02 degrees 08 minutes 16 seconds East, 127.88 feet; thence North 42 degrees 02 minutes 18 seconds East, 48 feet to a point on the West line of said Lot 2; thence South 47 degrees 57 minutes 42 seconds East along the West line of Lot 2 for a distance of 183.80 feet to a bend point of said Lot 2; thence South 42 degrees 02 minutes 18 seconds West along the West line of said Lot 2 for a distance of 245.13 feet to the point of beginning, in Cook County, Illinois; and

PARCEL 2B: (Southeast Portion)

That part of the Lot 2 in Hardee's Rand Road Subdivision, being a subdivision of parts of the West 1/2 of the Southwest 1/4 of Section 17 and the East 1/2 of the Southeast 1/4 of Section 18 lying southwesterly of the center line of Rand Road, all in Township 42 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded July 16, 1986 as Document 86297345, described as follows:

Beginning at the most southwesterly corner of said Lot 2, said point being on a line 900 feet north of and parallel with the South line of the East 1/2 of the Southeast 1/4 of said Section 18, 90.69 feet West of the East line of the Southeast 1/4 of said Section 18; thence North 42 degrees 02 minutes 18 seconds East along the Westerly line of said Lot 2 for a distance of 354.43 feet; thence South 31 degrees 32 minutes 09 seconds East, 157.43 feet; thence South 47 degrees 57 minutes 52 seconds East, 194.53 feet to a point on the Southerly line of said Lot 2; thence North 89 degrees 46 minutes 28 seconds West along the Southerly line of said Lot 2 for a distance of 373.47 feet to a bend point on the Southerly line of said Lot 2, said point being on the West line of the Southwest 1/4 of said Section 17; thence South 89 degrees 49 minutes 58 seconds West along the Southerly line of said Lot 2 for a distance of 90.69 feet to the point of beginning, in Cook County, Illinois.

PARCEL 3:

Lot 1 in the Annex of Arlington Phase II, being a subdivision in the West 1/2 of the Southwest 1/4 of Section 17, Township 42 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded June 23, 1999 as Document 99569378, in Cook County, Illinois (excepting therefrom that part conveyed to the State of Illinois, Department of Transportation by Warranty Deed dated December 13, 1999 and recorded January 25, 2000 as Document 00062458 and more particularly described as follows:

PARCEL A:

That part of Lot 1 in the Annex of Arlington Phase II, being a subdivision in the West 1/2 of the Southwest 1/4 of Section 17, Township 42 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded June 23, 1999 as Document 99569378, described as follows: Beginning at the most northerly corner of said Lot 1; thence South 47 degrees 57 minutes 52 seconds East along the Northeasterly line of said Lot 1, being also the Southwesterly line of Rand Road per Document 12592035, 428.04 feet to the northeast corner of

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said Lot 1; thence South 00 degrees 01 minutes 28 seconds West along the East line of said Lot 1, being also the West line of Arlington Heights Road, 20.19 feet to an intersection with a line 15.00 feet, as measured at right angles, southwesterly of and parallel with the Northeasterly line of said Lot 1; thence North 47 degrees 57 minutes 52 seconds West along said last described parallel line, 441.56 feet to the Northwesterly line of said Lot 1; thence North 42 degrees 03 minutes 40 seconds East along the Northwesterly line of said Lot 1, 15.00 feet to the point of beginning, in Cook County, Illinois.

PARCEL B:

That part of Lot 1 in the Annex of Arlington Phase II, being a subdivision in the West 1/2 of the Southwest 1/4 of Section 17, Township 42 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded June 23, 1999 as Document 99569378, described as follows: Commencing at the northeast corner of said Lot 1; thence South 00 degrees 01 minutes 28 seconds West along the East line of said Lot 1, being also the West line of Arlington Heights Road, 20.19 feet to an intersection with a line 15.00 feet, as measured at right angles, southwesterly of and parallel with the Northeasterly line of said Lot 1; thence North 47 degrees 57 minutes 52 seconds West along said last described parallel line, 13.46 feet to a point of beginning at the intersection of said last described parallel line with a line 10.00 feet, as measured at right angles, west of and parallel with the East line of said Lot 1; thence continuing North 47 degrees 57 minutes 52 seconds West parallel with the Northeasterly line of said Lot 1, 40.00 feet; thence South 23 degrees 58 minutes 12 seconds East, 73.09 feet to a point on a line 10.00 feet, as measured at right angles, west of and parallel with the East line of said Lot 1, said point being 40.00 feet south of the point of beginning; thence North 00 degrees 01 minutes 28 seconds East parallel with the East line of said Lot 1, 40.00 feet to the point of beginning, in Cook County, Illinois.

PARCEL 4:

An easement for the benefit of Parcel 1 as created by Easement Agreement dated April 1, 1999 and recorded April 5, 1999 as Document 99322489 from Cosmopolitan Bank and Trust Company, as Successor Trustee to First Bank of Oak Park, as Trustee under Trust Agreement dated June 19, 1973 and known as Trust Number 10095, to American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated July 20, 1994 and known as Trust Number 118561-01, and Arlington, LLC, an Illinois limited liability company, for the purpose of parking and for ingress and egress over the following described land:

The North 88 feet of the South 738.33 feet of the East 155.00 feet (except that part thereof taken for widening of Arlington Heights Road) of that part of the West 1/2 of the Southwest 1/4 of Section 17, Township 42 North, Range 11, East of the Third Principal Meridian, lying south of the center of Rand Road, in Cook County, Illinois.

PARCEL 5:

An easement for the benefit of Parcels 1 and 3 as created by Easement Agreement dated March 31, 1999, and recorded April 5, 1999, as Document 99322488 from American National Bank and Trust Company of Chicago as Trustee under Trust Agreement dated July 20, 1004, and known as Trust Number 118561-01 and Arlington, LLC., an Illinois limited liability company for the purpose of parking and for ingress and egress, over the property fully described therein.

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PARCEL 6:

An easement for Parcels 1 and 3 as created by Easement Agreement dated June 3, 1999, and recorded June 14, 1999, as Document 99569377 from American National Bank and Trust Company of Chicago as Trustee under Trust Agreement dated July 20, 1994, and known as Trust Number 118561-01 and Arlington, LLC, an Illinois limited liability company for the purpose of utility easements over the property fully described therein.

PARCEL 7:

Easements for the benefit of Parcels 1 and 3 as created by Declaration of Grant of Driveway, Utility and Cross Access Easements recorded July 7, 1994, as Document 94592544, made by the Travelers Insurance Company, a Corporation of Connecticut, to the owners of record of those certain adjoining parcels, and the terms, provisions and conditions contained therein.

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