



RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

New Century Bank
Attn: Loan Administration
363 W. Ontario
Chicago, IL. 60610



.....SPACE ABOVE THIS LINE FOR RECORDERS ONLY.....

01-1304

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT, made and entered into as of the ~~28~~²⁸th day of ~~June~~^{August} 2002, by and between Lincoln, Ashland & Belmont, L.L.C., a Delaware corporation ("Landlord"); Whole Foods Market Group, Inc., a Delaware corporation ("Tenant"), and New Century Bank ("Mortgagee") is made and entered into with reference to the following:

A. Tenant (as successor in interest to Whole Foods Market Southwest, Inc.) has heretofore entered into a Lease dated July 28, 1994, between Landlord, as Lessor, and Tenant, as Lessee, as amended by letter agreement dated September 1, 1994, as further amended by letter agreement dated September 15, 1994, as further amended by First Amendment to Lease dated as of February 19, 1996 (collectively, the "Lease"), relating to certain real property (the "Demised Premises") located at 3300 N. Ashland Avenue, Chicago, Illinois and as more particularly described on Exhibit "A" attached hereto and made a part hereof.

B. Mortgagee has made a loan to Landlord which is evidenced by, a Note Secured by Mortgage of even date herewith ("the Note"), payable to the order of Mortgagee in the original principal amount of One Million Dollars (\$1,000,000.00) and secured by, among other things, a Mortgage and Security Agreement of even date herewith ("the Mortgage"), made by Landlord to Mortgagee, covering Landlord's interest in the Demised Premises, being recorded concurrently herewith.

C. In connection with the loan referred to above, Mortgagee has required that Tenant subordinate Tenant's interests in the Demised Premises under the Lease to the Mortgage and agree to attorn to the purchaser at any foreclosure sale of the Demised Premises held under the Mortgage.

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D. Tenant has agreed to subordinate Tenant's interests in the Demised Premises under the Lease to the Mortgagee and to attorn to any purchaser at a foreclosure sale of the Demised Premises held under the Mortgage, provided that Mortgagee agrees, on behalf of itself and any purchaser of the Demised Premises at such a foreclosure sale, not to disturb Tenant's possession of the Demised Premises under the Lease upon such foreclosure so long as Tenant is not in default under the Lease at that time.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Tenant and Mortgagee hereby agree as follows:

1. The Lease and all of Tenant's right, title and interest in and to the Demised Premises thereunder shall be, and hereby are, expressly made subject and subordinate to the lien of Mortgage, and to any renewal, extension or modification thereof. The Mortgage shall not cover or encumber and shall not be construed as subjecting in any manner any of Tenant's improvements or trade fixtures, furniture, equipment or other personal property at any time placed or installed in the Demised Premises other than as provided under the Lease and other than to the extent Landlord acquires any interest therein.

2. In the event that the Mortgage is foreclosed for any reason whatsoever, Tenant shall attorn to and accept the person or persons purchasing Landlord's interest in the Demised Premises at the foreclosure sale as Lessor under the Lease for the balance then remaining of the term thereof, subject to all of the terms and conditions of the Lease, and the provisions of this Agreement. Tenant shall execute and deliver, at any time and from time to time, whether upon the request of Landlord or upon the request of Mortgagee or the purchaser at such foreclosure sale, any instrument, which, in the reasonable opinion of the requesting party, is necessary to evidence such attornment. Notwithstanding any contrary provision, from and after any foreclosure (or deed in lieu of foreclosure) of the Mortgage, Tenant shall, within twenty (20) days after written request by Landlord's successor, execute and deliver an estoppel certificate with respect to such factual information pertaining to the Lease as Landlord's successor may reasonably request; the foregoing may be conclusively relied upon by Landlord's successor or any prospective purchaser or lender on the project of which the Demised Premises are a part.

Notwithstanding anything to the contrary contained herein or in the Lease, Mortgagee or the purchaser at such foreclosure sale shall not be (a) liable for any act or omission of any prior landlord (including Landlord); provided, however, nothing herein shall relieve Mortgagee or the purchaser at such foreclosure sale of its obligation as the landlord under the Lease to cure any default which continues after the date Mortgagee or the purchaser as such foreclosure succeeds to the interest of Landlord under the Lease.; (b) liable for the return of any security deposit not actually received by Mortgagee or such purchaser; (c) subject to any defenses which Tenant might have against any prior landlord (including Landlord); provided however, nothing herein shall constitute a waiver by Tenant of any offset rights that may have accrued to Tenant under the Lease prior to the date of foreclosure (or the giving of a deed in lieu thereof) to the extent such offset rights arose from an expenditure made by Tenant to maintain, repair or replace any portion of the Development (as that term is defined in the Lease);

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(d) bound by any advance payment of rent or additional rent made by Tenant to Landlord more than one (1) month in advance, or (e) bound by an amendment or modification of the Lease made without the written consent of Mortgagee.

Notwithstanding anything to the contrary contained herein or in the Lease, in the event Mortgagee or any of Mortgagee's affiliates or subsidiaries (a "Mortgage Entity") shall acquire title to the Demised Premises, the liability of Mortgagee and any Mortgage Entity under the Lease shall be limited to such entity's interest in the Demised Premises, and Tenant shall look exclusively to such interests, if any, for payment and discharge of any liability imposed upon Mortgagee or any Mortgage Entity with respect to any money judgment which may be obtained or secured by Tenant against Mortgagee or any Mortgage Entity other than claims relating to such Mortgagee or Mortgage Entity's willful misconduct or gross negligence. Tenant agrees that it may not collect or attempt to collect any such judgment out of any other assets, of Mortgagee or any Mortgage Entity.

3. In the event of a foreclosure of the Mortgage for any reason whatsoever, the person or persons purchasing Landlord's interest in the Demised Premises at the foreclosure sale shall accept the attornment of Tenant and accept Tenant as lessee of the Demised Premises under the terms and conditions of the Lease for the balance then remaining of the term of the Lease and upon the same terms and conditions as are then contained in the Lease. The obligation of the purchaser at such foreclosure sale to accept the attornment of Tenant and not to disturb Tenant's possession of the Demised Premises under the Lease, as set forth above in this Paragraph 3, is expressly subject to the satisfaction of the following conditions at the time of such foreclosure sale.

(a) Tenant shall not then be in default in the performance of any of Tenant's obligations under the Lease beyond any applicable notice and cure period;

(b) Tenant shall pay to such purchaser all rental payments payable by Tenant under the Lease from and after the date Tenant receives written notice of the foreclosure sale in the amounts and at the times set forth in the Lease, notwithstanding any prepayment of rent theretofore made by Tenant to Landlord under the Lease more than one (1) month in advance. Landlord hereby directs Tenant to make such payment and indemnifies and holds Tenant harmless from claims relating to Tenant's compliance with such written direction from such purchaser; and

(c) Tenant shall duly confirm its attornment to such purchaser by an appropriate written instrument.

4. Tenant shall promptly deliver to Mortgagee, at the address set forth above, a copy of any notice, which Tenant elects to serve upon Landlord as a result of any default, by Landlord in the performance of Landlord's obligations under the Lease. Tenant shall also give a copy of such notice to any successor to Mortgagee's interest under the Mortgage, provided that prior to any such default of Landlord either Mortgagee or such successor in interest shall have given written notice to Tenant at the address set forth above (or at such other address of which Tenant gives Mortgagee written notice), of the assignment of Mortgagee's interest under the Mortgage

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and shall have designated the address to which such notice of default is to be transmitted by Tenant. Notwithstanding any contrary provision of the Lease, Tenant shall not be entitled to terminate the Lease as a result of Landlord's default under the Lease unless Mortgagee has received the notice aforesaid and has failed within thirty (30) days thereafter to cure or, if the default is a non-monetary default which cannot reasonably be cured within such thirty (30)-day period, Mortgagee has failed to commence such cure within such period or to thereafter diligently pursues same to completion.

5. Tenant hereby represents and warrants to Mortgagee as follows:

(a) Except as set forth above, the Lease is in full force and effect and has not been modified, supplemented, altered or superseded in any way.

(b) To Tenant's knowledge, Landlord is not in default in any respect under any of the provisions of the Lease;

(c) To Tenant's knowledge, Tenant has no existing defenses or offsets or credits against any monies due under the Lease or against the enforcement of the Lease by Landlord except as set forth below. _____

6. Tenant hereby agrees that during the term of the Lease, it shall execute and deliver to Lender, within twenty (20) days following Lender's written request, an estoppel certificate in compliance with Section 16.06 of the Lease.

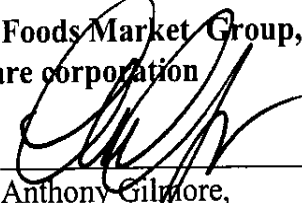
7. The covenants and agreements herein contained shall bind and inure to the benefit of the successors and assigns of the parties hereto and, without limiting the generality of the foregoing, the covenants and agreements of Mortgagee herein contained shall specifically be binding upon any purchaser of Landlord's interest in the Demised Premises at a foreclosure sale held under the Mortgage.

8. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute but one and the same instrument.

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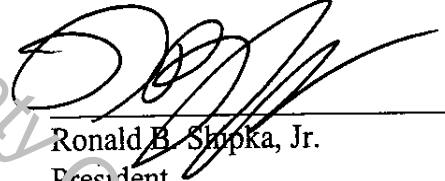
IN WITNESS WHEREOF, the parties hereto have caused this Subordination, Non-Disturbance and Attornment Agreement to be executed as of the day and year first above written.

Tenant: Whole Foods Market Group, Inc., a Delaware corporation

By: 
Anthony Gilmore,
Attorney-in-fact and Regional
President

Landlord: Lincoln, Ashland & Belmont, L.L.C., a Delaware corporation

By: EDC Management, Inc., an Illinois corporation
Its: Managing Member

By: 
Ronald B. Shipka, Jr.
Its: President

Mortgagee: New Century Bank

By: 
Janel Jamison
Its: Vice President

Property of Cook County Clerk's Office

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LANDLORD'S ACKNOWLEDGEMENT

STATE OF ILLINOIS)

)SS

COUNTY OF COOK)

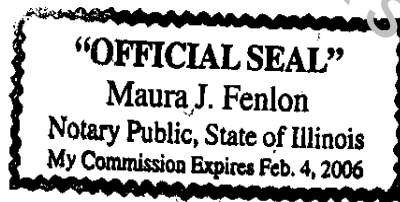
I, Maura J Fenlon, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY that Ronald B Shephard, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16 day of Sept ~~June~~ 2002

My commission expires:

02-04-06

Maura J Fenlon
Notary Public



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TENANT'S ACKNOWLEDGEMENT

STATE OF ILLINOIS)

)SS.

COUNTY OF COOK)

I, Amée S. Langlade a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT ANTHONY GILMORE, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ANTHONY GILMORE and appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 28th day of August ~~June~~ 2002

My commission expires:

Amée S. Langlade
Notary Public

CLERK OF COOK COUNTY CLERK'S OFFICE

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BANK'S ACKNOWLEDGEMENT

STATE OF ILLINOIS)

)SS

COUNTY OF COOK)

I, MARIA B. FLORES, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY that JANEL JAMISON, the VICE PRESIDENT of New Century Bank, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such JANEL JAMISON, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 17 day of ^{SEPT.} ~~June~~ 2002

My commission expires: 4/23/05

Maria B. Flores.
Notary Public



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EXHIBIT

LEGAL DESCRIPTION

LOT 4 IN LINCOLN, ASHLAND, BELMONT SUBDIVISION BEING A RESUBDIVISION OF LAND PROPERTY AND SPACE IN THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN: 14-19-426-040
14-19-425-041

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