



CONSENT TO LEASEHOLD MORTGAGE, NONDISTURBANCE AND ATTORNMENT AGREEMENT (Store #95)

THIS CONSENT TO LEASEHOLD MORTGAGE, NONDISTURBANCE AND ATTORNMENT AGREEMENT is made and entered into as of this 5th day of May, 2000, by and among KEYBANK NATIONAL ASSOCIATION ("Mortgagee"), SCHAUMBURG MCCONNOR, L.L.C., a Washington limited liability company ("Tenant"), SCHAUMBURG LAND COMPANY, L.L.C., a Washington limited liability company ("Landlord"), and U.S. BANK NATIONAL ASSOCIATION, as agent (in such capacity "Agent") for Lenders (as defined below) under the Credit Agreement (as defined below).

RECITALS

A. Mortgagee is the holder of a certain note (the "Note") and is the Lender under a mortgage (the "Mortgage") dated October 12, 1999, in which Landlord is named as the grantor, which Mortgage was recorded on November 10, 1999, in the Official Records of Cook County, State of Illinois, as Document No. 09059190. The Mortgage covers certain real property together with all appurtenances thereto and improvements thereon (the "Property") all as more particularly described in Exhibit A attached hereto and made a part hereof and which property is commonly known as Ram Restaurant and Brewery, in the City of Schaumburg, County of Cook, State of Illinois.

B. Landlord is the owner in fee simple of the Property and is the current obligor under the Note.

C. By Lease effective as of May 1, 2000 (the "Lease") ^(if the form attached) Landlord leased to Tenant certain premises (the "Premises") which constitute or form a portion of the Property covered by the Mortgage, all as more particularly described in said Lease.

D. Tenant is a wholly owned subsidiary of Ram International Holding Co., L.L.C., a Washington limited liability company ("Borrower").

E. Borrower has entered into certain financing arrangements pursuant to that certain Credit Agreement dated as of May 5, 2000, among Borrower, the financial institutions named therein (the "Lenders") and the Agent (as amended, supplemented or modified from time to time, the "Credit Agreement"), pursuant to which Tenant will receive certain financial benefits;

F. As a condition to making certain advances under the Credit Agreement and consummating the transactions set forth therein, the Lenders have required, among other things, a first lien on Tenant's leasehold interest in the Premises, to be evidenced by a

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Leasehold Deed of Trust, Assignment of Leases and Rents and Security Agreement (the "Leasehold Deed of Trust") from Tenant, as mortgagor, for the benefit of the Agent;

G. As a condition to making certain advances under the Credit Agreement and consummating the transactions set forth therein, Lenders have required that Mortgagee consent to the Leasehold Deed of Trust and acknowledge that, as set forth therein, the right of Tenant to possession of the Premises under the Lease shall not be disturbed by Mortgagee or by any third party in the exercise of any of their rights under the Mortgage or under any other documents evidencing and/or securing the indebtedness secured by the Mortgage (collectively, the "Mortgage Documentation") unless Tenant shall be in breach of the Lease; and

H. Tenant wishes to obtain from Mortgagee certain assurances that Tenant's possession of the Premises will not (subject to this Agreement) be disturbed by reason of the enforcement of the Mortgage covering the Premises or a foreclosure of the lien thereunder.

I. Mortgagee is willing to (1) provide such assurances to Tenant upon and subject to the terms and conditions of this Agreement and (2) consent to the execution and recordation of the Leasehold Deed of Trust and the grant of the aforesaid nondisturbance agreement in order to enable the Lenders to enter into the Credit Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the above, the reciprocal promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do mutually agree as follows:

1. Ratification. Tenant hereby affirms that the Lease is in full force and effect and that the Lease has not been modified or amended. Mortgagee acknowledges receipt of a copy of the Lease and hereby approves the same.

2. Landlord's Default. From and after the date Tenant receives a fully executed copy of this Agreement, Tenant will not seek to terminate the Lease by reason of any act or omission of Landlord until Tenant shall have given written notice of such act or omission to Mortgagee (at Mortgagee's last address furnished to Tenant) and until a period of thirty (30) days shall have elapsed, Mortgagee shall have the right, but not the obligation, to remedy such act or omission, provided however that if the act or omission does not involve the payment of money from Landlord to Tenant and (i) is of such a nature that it could not be reasonably remedied within the thirty (30) day period aforesaid, or (ii) the nature of the act or omission or the requirements of local law require Mortgagee to appoint a receiver or to foreclose on or commence legal proceedings to recover possession of the Property in order to effect such remedy and such legal proceedings and consequent remedy cannot reasonably be achieved within said thirty (30) days, then Mortgagee shall have such further time as is reasonable

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under the circumstances to effect such remedy provided that Mortgagee shall notify Tenant, within ten (10) days after receipt of Tenant's notice, of Mortgagee's intention to effect such remedy.

3. Nondisturbance and Attornment. So long as Tenant is not in default under the Lease (beyond any period given Tenant to cure such default) in a manner or to an extent that entitles Landlord to terminate the Lease or causes, without any further action of Landlord, the termination of the Lease or entitles Landlord to dispossess Tenant thereunder, Mortgagee will not disturb the peaceful and quiet possession or right of possession of the Premises by Tenant (or the Agent and Lenders, or any nominee thereof following any exercise of their rights under the Leasehold Deed of Trust) nor shall the Lease or its appurtenances be extinguished by reason of any Foreclosure (as hereinafter defined) or otherwise, nor will Mortgagee join Tenant, Agent and Lenders as a party in any action or proceeding brought pursuant to the Mortgage. In addition, if the Agent (or any nominee thereof) has acquired title to Tenant's leasehold interest in the Premises or possession of the Premises in accordance with the terms and provisions of the Leasehold Deed of Trust, Mortgagee shall recognize the rights of the Agent (or its nominee) under the Lease in and to the Premises and shall establish direct privity of estate and contract between the Mortgagee and the Agent (or such nominee) with the same force and effect and with the same relative priority in time and right as though the Lease and any modification or amendment thereto were directly from Mortgagee in favor of the Agent (or such nominee).

In the event that Mortgagee or its successors or assigns ("Successor Landlord") acquires the interest of Landlord or comes into the possession of or acquires title to the Premises (the "Succession") by reason of the foreclosure (judicial or nonjudicial) or enforcement of the Mortgage (including a private power of sale) or the Note or obligations secured thereby or by a conveyance in lieu thereof or other conveyance or as a result of any other means (any or all of the foregoing hereinafter referred to as a "Foreclosure"), then the Lease and all appurtenances thereto shall remain in full force and effect and Tenant shall be bound to Successor Landlord under all of the provisions of the Lease for the balance of the term thereof (including any extensions or renewals thereof which may be effected in accordance with any options contained in the Lease) with the same force and effect as if Successor Landlord was Landlord under the Lease, and Tenant shall attorn to Successor Landlord as its landlord, such attornment to be effective and self operative, without the execution of any further instruments on the part of either of the parties hereto, immediately upon the Succession; and further, in such event, Successor Landlord shall be bound to Tenant under all of the provisions of the Lease, and Tenant shall, from and after such Succession, have the same remedies against Successor Landlord for the breach of any agreement contained in the Lease that Tenant might have had under the Lease against Landlord.

by successor Landlord after the date of such Succession
Tenant shall be under no obligation to pay rent to Mortgagee or Successor Landlord until Tenant receives written notice from Mortgagee or Successor Landlord stating that

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Mortgagee or Successor Landlord is entitled to receive the rents under the Lease directly from Tenant. Landlord, by its execution hereof, hereby authorizes Tenant to accept such direction from Mortgagee or Successor Landlord and to pay the rents directly to Mortgagee or Successor Landlord and waives all claims against Tenant for any sums so paid at Mortgagee's or Successor Landlord's direction. Tenant may conclusively rely upon any written notice Tenant receives from Mortgagee or Successor Landlord notwithstanding any claims by Landlord contesting the validity of any term or condition of such notice, including any default claimed by Mortgagee or Successor Landlord, and Tenant shall have no duty to inquire into the validity or appropriateness of any such notice.

4. Notices of Default/Tenant's Right to Cure. Mortgagee may in its discretion give to Tenant and Agent a copy of each notice of a failure on the part of the mortgagor or obligor under the Mortgage or Note to perform or observe any of the covenants, conditions or agreements of such Mortgage or Note at the same time as whenever any such notice shall be given to the said mortgagor or obligor, such copy to be sent as provided in Paragraph 7 herein. Further, Mortgagee may in its discretion accept the cure by Tenant or Agent of any default, which cure shall be made within ten (10) days in the case of monetary defaults of Landlord and within thirty (30) days in the case of non-monetary defaults following Tenant's and Agent's receipt of such notice provided however that if the failure of performance (i) does not involve the payment of money from Landlord to Tenant, and (ii) is of such a nature that it could not be reasonably remedied within the thirty (30) day period aforesaid, then Mortgagee may grant Tenant and Agent such further time as Mortgagee determines is reasonable under the circumstances to effect such remedy provided that Tenant or Agent shall notify Mortgagee, within ten (10) days after receipt of Mortgagee's notice, of Tenant's or Agent's intention to effect such remedy and provided further that Tenant institutes steps to effect such remedy within said thirty (30) day period and thereafter prosecutes said remedy with due diligence and continuity to completion within the extended time or any further agreed-upon extensions. Mortgagee agrees that it will accept such performance by Tenant or Agent of any covenant, condition or agreement to be performed by Landlord as obligor under the Mortgage or Note with the same force and effect as though performed by Landlord.

5. Agreement to Release Proceeds or Awards.

(a) Destruction. In the event of a casualty at the Premises, Mortgagee shall release its interest in any insurance proceeds applicable to the nonstructural improvements installed by Tenant. Except for any landlord lien rights, Mortgagee would assume upon succession (which lien rights are hereby subordinated to Agent's security interest in Tenant's personal property), Mortgagee acknowledges that it has no interest and waives any interest in Tenant's personal property, Tenant's signs, the satellite dish, and any safety systems (such as, without limitation, fire and security monitoring and alarm systems) installed at or about the Premises, or any insurance proceeds payable with respect thereto under either Landlord's or Tenant's policies.

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(b) Eminent Domain. In the event of a public taking or act of eminent domain, Mortgagee shall release its interest in that portion of the award to which Tenant is entitled pursuant to the Lease, as well as its interest in so much of the award applicable to the Improvements installed by Tenant as shall be necessary for the purposes of restoration, consistent with Landlord's and Tenant's rights and obligations under the Lease.

6. Landlord will provide Mortgagee with a copy of the proposed Lease. All terms and provisions of the Lease, and of any future material modifications to the Lease, will be subject to the prior approval of the Mortgagee, which will not be withheld unreasonably.

7. Notices. All notices, demands, or requests, and responses thereto, required or permitted to be given pursuant to this Agreement shall be in writing and shall be sent postage prepaid by certified or registered mail return receipt requested, or may be forwarded by United States Express Mail Service, or by Federal Express or other private overnight delivery service or by telex or telegram (but not facsimile) provided that a receipt or proof of delivery thereof can be produced, addressed as follows:

To Mortgagee: KeyBank National Association
(at the address set forth below its signature)

To Tenant: Schaumburg McConnor, L.L.C.
10013 - 59th Avenue S.W.
Lakewood, WA 98499

Mailing: P.O. Box 99010
Lakewood, WA 98499
Attention: Calvin C. Chandler


To Landlord: Schaumburg Land Company, L.L.C.
10013 - 59th Avenue S.W.
Lakewood, WA 98499

Mailing: P.O. Box 99010
Lakewood, WA 98499
Attention: Calvin C. Chandler

To Agent: U.S. Bank National Association
1420 Fifth Avenue, 11th Floor
Seattle, Washington 98101
Attention: Robert L. DuRall

or to such other address as the parties may designate in writing. All such notices shall be deemed delivered when actually received or refused by the other party.

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8. Agent. Notwithstanding anything herein to the contrary, in no event shall the Agent (or any nominee thereof) be deemed to be a tenant under the Lease or otherwise in direct privity with either Landlord or Mortgagee until (a) the Agent (or such nominee) has acquired title in or possession of the Premises pursuant to the Leasehold Deed of Trust ~~and~~ (b) ~~the Agent has provided written notice thereof to Mortgagee.~~ 

9. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective personal representatives, successors and assigns it being understood that the obligations herein of Mortgagee shall extend to it in its capacity as mortgagee under the Mortgage and to its successors and assigns, including anyone who shall have succeeded to its interest or to Landlord's interest in the Premises or acquired possession thereof by Foreclosure or otherwise.

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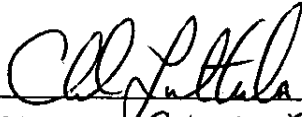
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

MORTGAGEE:

KEYBANK NATIONAL ASSOCIATION

By


Name: CHUCK LUHTALA
Title: VICE PRES

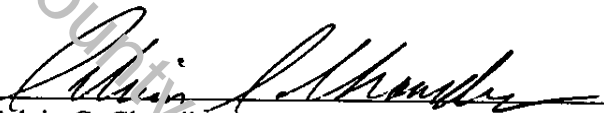
Notice Address:

KeyBank N.A.
1101 Pacific Avenue Mailcode WA-31-01-0214
Tacoma, WA 98402
Attention: Steve Politakis

TENANT:

SCHAUMBURG MCCONNOR, L.L.C.,
a Washington limited liability company

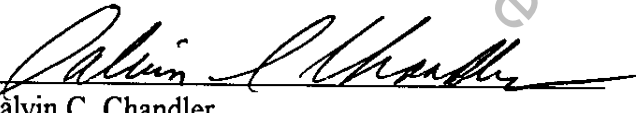
By


Calvin C. Chandler
Manager

LANDLORD:

SCHAUMBURG LAND COMPANY, L.L.C.,
a Washington limited liability company

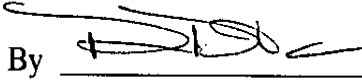
By


Calvin C. Chandler
Manager

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AGENT:

U.S. BANK NATIONAL ASSOCIATION,
as Agent for Lenders

By 

Robert L. DuRall
Vice President

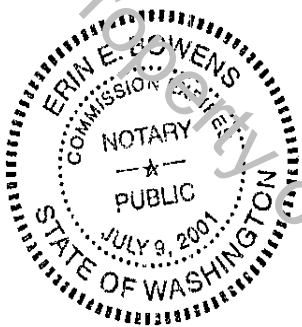
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STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Calvin C. Chandler is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the Manager of Schaumburg McConnor, L.L.C., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: May 5, 2000.

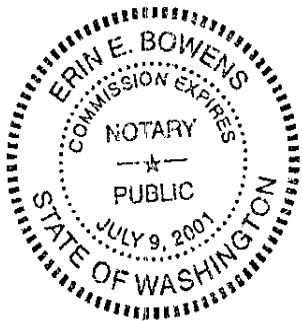


Erin E. Bowens
Notary Public for Washington
Erin E. Bowens
(Printed or Stamped Name of Notary)
Residing at Tacoma
My appointment expires: 7/9/2001

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Calvin C. Chandler is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the Manager of Schaumburg Land Company, L.L.C., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: May 5, 2000.



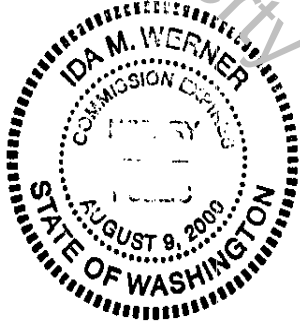
Erin E. Bowens
Notary Public for Washington
Erin E. Bowens
(Printed or Stamped Name of Notary)
Residing at Tacoma
My appointment expires: 7/9/2001

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STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Robert L. DuRall is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as a Vice President of U.S. Bank National Association, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

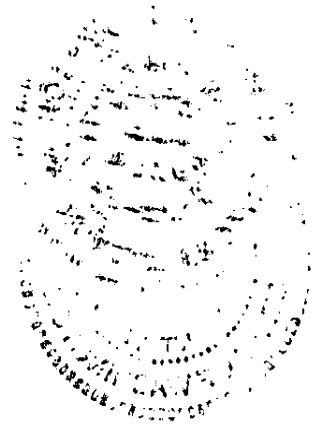
Dated: May 5, 2000.



Ida M. Werner
Notary Public for Washington
Ida M. Werner
(Printed or Stamped Name of Notary)
Residing at Renton
My appointment expires: 8-9-00

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11/11/11

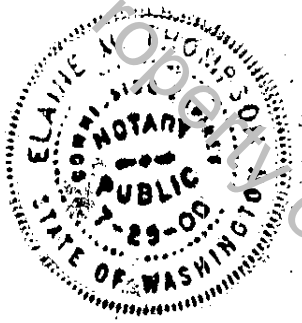
11/11/11

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STATE OF WASHINGTON)
) ss.
COUNTY OF Pierce)

I certify that I know or have satisfactory evidence that Chuck Lubalik is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument, and acknowledged it as the Officer of KeyBank National Association, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 5-10, 2000.

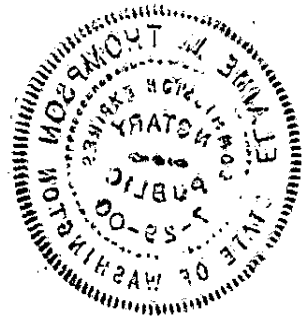


Elaine M. Thompson
Notary Public for Washington
Elaine M. Thompson
(Printed or Stamped Name of Notary)
Residing at Spokane
My appointment expires: 7-29-2000

MAILED AND Prepared By
PERKINS COIE, LLP
1201 Third Avenue, Suite 4800
SEATTLE, WA 98101-3099
ATTN: LAURIE RAGEN, ESQ

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EXHIBIT A to Consent to Leasehold Mortgage, Nondisturbance and Attornment Agreement

LEGAL DESCRIPTION

See legal description attached hereto

PARCEL 1:

LOT 2 IN THE WOODFIELD VILLAGE GREEN FIRST RESUBDIVISION BEING A RESUBDIVISION OF LOT 3 IN WOODFIELD VILLAGE GREEN WOODFIELD - 76 SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE FRACTIONAL SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED SEPTEMBER 3, 1998 AS DOCUMENT 98789378, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

NON EXCLUSIVE EASEMENT FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS (BUT NOT FOR PARKING, EXCEPT AS EXPRESSLY PROVIDED THEREIN) FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANT DATED MARCH 31, 1999 AND RECORDED ON APRIL 12, 1999 AS DOCUMENT NUMBER 99349797 MADE BY PRIME HOSPITALITY CORP. TO SCHAUMBURG LAND COMPANY LLC OVER PORTIONS OF THE FOLLOWING DESCRIBED LAND: LOTS 1 AND 3 IN THE WOODFIELD VILLAGE GREEN FIRST RESUBDIVISION BEING A RESUBDIVISION OF LOT 3 IN WOODFIELD VILLAGE GREEN WOODFIELD - 76 SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE FRACTIONAL SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED SEPTEMBER 3, 1998 AS DOCUMENT 98789378, IN COOK COUNTY, ILLINOIS.

Index No:

07-12-402-012-0000

08-07-301-011-0000

Address:

*1901 Mc CONNOR Parkway
Schaumburg, IL.*