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Doc#: 1230622105 Fee: \$56.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/01/2012 02:04 PM Pg: 1 of 10

Record and return to:

Principal Real Estate Investors, LLC
801 Grand Avenue
Des Moines, IA 50392-1360
ATTN: Bob Bailey

SUBORDINATION, ATTORNMENT AND NONDISTURBANCE AGREEMENT

(River Forest, Illinois)

THIS AGREEMENT made as of the 1st day of November, 2012, by and between PRINCIPAL LIFE INSURANCE COMPANY, an Iowa corporation, ("Mortgagee"), RFTC 1 CORP., a Delaware corporation ("Landlord"), and WHOLE FOODS MARKET GROUP, INC., a Texas corporation ("Tenant").

WITNESSETH:

WHEREAS, Mortgagee has made or proposes to make a loan to Landlord secured or to be secured by, among other things, a mortgage or deed of trust dated or (the "Mortgage"), which Mortgage created or will create a first lien against the lands and premises described on Attachment A attached hereto and made a part hereof (the "Property"), and

WHEREAS, Landlord, as lessor, and Tenant, as lessee, have entered into a certain lease agreement dated as of August 20, 1993, as amended by a First Amendment to Lease dated December 7, 1993, a Second Amendment to Lease dated March 1994, by a Third Amendment to Lease dated September 22, 1994, and by a Fourth Amendment to Lease dated November 15, 2001 (the "Lease"), covering all or a portion of the Property (such leased area and any improvements located thereon being hereinafter referred to as the "Demised Premises").

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Lease Certification. Landlord and Tenant certify that the Lease has been fully executed and is in full force and effect.
2. Lease Recognition. Mortgagee irrevocably recognizes and accepts the Lease and consents to the execution, delivery and performance of the Lease by Landlord and Tenant.

Noted and Witnessed This
11th day of November
2012 at Chicago, Illinois

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3. Subordination. Subject to the provisions of this Agreement, the Lease is subject and subordinate to the lien of the Mortgage and to the lien of all renewals, modifications, consolidations, replacements and extensions thereof, and to the lien of each advance made or hereafter to be made thereunder.

4. Attornment. In the event of any foreclosure under the Mortgage, deed in lieu thereof or otherwise, and the resulting succession to the interests of Landlord by Mortgagee or by any purchaser of said interests through foreclosure sale pursuant to the Mortgage or deed in lieu thereof (which Mortgagee or purchaser shall hereinafter be referred to as the "Successor Landlord"), the Successor Landlord shall be bound to Tenant under the terms and conditions of the Lease, and Tenant shall attorn to and shall be bound to Successor Landlord under all of the terms and conditions in the Lease, for the balance of the term plus any extension or extensions thereof; said attornment to be effective and self-operative without the execution of any further instruments on the part of any of the parties hereto immediately upon Successor Landlord succeeding to the interest of the lessor under the Lease; provided, however, that Tenant shall be under no obligation to pay rent to Successor Landlord until Tenant receives written notice from successor Landlord that it has succeeded to the interest of the lessor under the Lease. Any purchaser taking title to the Demised Premises and/or Common Areas of the Property by reason of foreclosure pursuant to the Mortgage, or deed in lieu thereof, shall take title subject to the provisions of this Agreement.

5. Non-Disturbance. In the event of any foreclosure under the Mortgage, deed in lieu thereof or other action thereunder, if Landlord shall not have declared a default which is then continuing beyond the period allowed Tenant for cure under the Lease: (a) any Successor Landlord shall acquire and accept the Demised Premises and/or Common Areas of the Property subject to the Lease; (b) the Lease and the rights of Tenant thereunder shall not be affected or disturbed, but shall continue in full force and effect as a direct lease between the Successor Landlord and Tenant; (c) Tenant shall be entitled to lawful, quiet and peaceful possession and occupation of the Demised Premises and shall enjoy, subject to the provisions of the Lease, all of the rights therein granted without any hindrance, ejection, molestation or interference by any person; and (d) Tenant shall not be named as a party in any proceedings which may be instituted in connection with the Mortgage.

6. Liability. Upon Successor Landlord's succession to the interest of the lessor under the Lease, Tenant shall thereafter have the same remedies against Successor Landlord for breach of the Lease that Tenant might have had against Landlord if Successor Landlord had not succeeded to the interest of lessor including, without limitation, any rights of offset which may have then accrued under the Lease; provided, however, in no event shall Successor Landlord (a) be personally liable to Tenant for any damages arising against Landlord, or (b) be bound by any rent which Tenant might have paid to Landlord for more than the current month, or (c) be bound by any substantive amendment or modification of the Lease made after the date hereof without Mortgagee's consent (which consent shall not be unreasonably withheld or delayed).

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7. Damage; Cure. Tenant agrees that it will send to Mortgagee a copy of any default notice sent to Landlord alleging a default on the part of Landlord under the Lease. Mortgagee shall be provided a concurrent (within the time to cure provided to Landlord under the Lease) opportunity to cure such default prior to the exercise by Tenant of any of its rights as to such default under the Lease, it being agreed that the correction of any such default by Mortgagee shall have the same effect and be treated as a correction by the Landlord.

8. Tenant's Fixtures. The Mortgage shall not cover, nor shall the lien thereof extend to Tenant's leasehold interest in the Lease or Tenant's Fixtures and Equipment (as defined in the Lease).

9. Restoration Proceeds. The holder of the Mortgage shall permit proceeds received by Tenant or Landlord from insurance, eminent domain, condemnation and the like and relating to the Demised Premises to be used as required by the provisions of the Lease.

10. Estoppel Certificate. Tenant agrees at any time and from time to time to execute, acknowledge and deliver to Landlord, to Mortgagee or to any third party designated by Landlord or by Mortgagee, within thirty (30) days following Landlord's or Mortgagee's written request therefor, a statement in writing certifying whether the Lease is in full force and effect, that Landlord is not in default thereunder (or specifying any defaults by Landlord which Tenant alleges), that rent has not been prepaid more than one (1) month in advance, and specifying any further information about the Lease or the Demised Premises which Landlord or Mortgagee or said third party may reasonably request. Landlord and Mortgagee agree to provide similar statements to Tenant upon request therefor.

11. Amendment. No amendment or modification of this Agreement shall be valid or binding unless in writing, signed by the party or parties to be bound thereby. No amendment or modification of the Lease after the date hereof shall be binding against Mortgagee unless in writing and approved in writing by Mortgagee, which approval shall not be unreasonably withheld or delayed.

12. Notice. Whenever and wherever in this Agreement it shall be required or permitted that notice, request or demand be given or served by any party, such notice, request or demand shall be in writing and be deemed to have been given or served upon receipt or refusal of receipt after being mailed, postage prepaid, by certified, registered or express mail, return receipt requested, or when delivered in person and addressed as follows:

To Landlord: RFTC 1 Corp., c/o Mid-America Asset Management, Inc., Attn: Kay A. Nelson, One Parkview Plaza, 9th Floor, Oakbrook Terrace, IL 60181

To Tenant: Whole Foods Market Group, Inc.
640 N. LaSalle Street, Suite 300
Chicago, IL 60654
Attention: Regional President

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With copies of all notices to:

Whole Foods Market, Inc.
550 Bowie Street
Austin, Texas 78703
Attention: General Counsel

and

Terrance A. Noyes, LLC
450 Lewis Street, Suite 3A
P.O. Box 2469 (Mail Only)
Pagosa Springs, Colorado 81147

To Mortgagee: Principal Life Insurance Company, c/o Principal Real Estate Investors, LLC, 801 Grand Avenue Des Moines, Iowa 50392-1450, Attn: Loan Administration, 757200.

or to such other addresses as may hereafter be designated by any party not less than thirty (30) days in advance by proper notice to the other.

13. Successors. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

14. Execution. This Agreement shall be void and of no force or effect unless an original is fully executed by Landlord and Mortgagee and returned to Tenant within forty-five (45) days of the day first above written. The provisions of this Paragraph 14 may be waived by Tenant in its sole discretion.

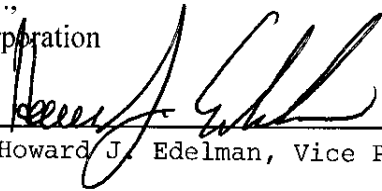
15. Construction. This Agreement shall be construed without reference to titles of paragraphs, which titles are inserted for convenient reference only.

See next page for signatures

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LANDLORD:

RFTC 1 CORP.,
a Delaware corporation

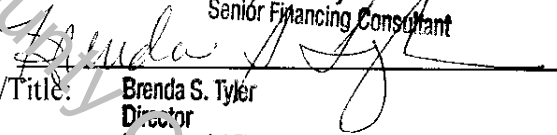
By: 
Name/Title: Howard J. Edelman, Vice President

MORTGAGEE:

PRINCIPAL LIFE INSURANCE COMPANY,
an Iowa corporation

By: Principal Real Estate Investors, LLC, a
Delaware limited liability company, its authorized
signatory

By: 
Name/Title: Robert R. Bailey
Senior Financing Consultant

By: 
Name/Title: Brenda S. Tyler
Director
Commercial Finance Consulting

TENANT:

WHOLE FOODS MARKET GROUP, INC.,
a Delaware corporation

By: 
Michael Bashaw, President -- Midwest Region

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Tenant Notary

STATE OF ILLINOIS)
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Michael Bashaw being the President – Midwest Region of Whole Foods Market Group, Inc, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me and acknowledged that he/she signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 18th day of October, 2012.



Amee S De Langlade
Notary Public

My Commission Expires: July 12th 2015

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Landlord Notary

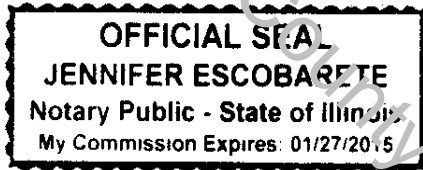
STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Howard J. Edelman, being the Vice President of RFTC 1 Corp., and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 29TH day of OCTOBER, 2012.

Jennifer Escobarete
Notary Public

Affix Notarial
Stamp or Seal



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Exhibit A

LEGAL N01121609 (RFTC 1)

PARCEL 1:

A TRACT OF LAND COMPRISED OF THE WEST TWO-THIRDS OF LOT 6, THAT PART OF THE EAST TWO-THIRDS OF LOT 7 WHICH LIES EAST OF THE EAST LINE OF VACATED GARDEN STREET, THE WEST ONE-THIRD OF LOT 7, LOTS 8, 9, 10 AND 11, LOTS 12 TO 22, BOTH INCLUSIVE, ALL IN BLOCK 1 IN HARLEM-QUICK'S SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN,

TOGETHER WITH LOTS 1 TO 5, INCLUSIVE, IN SCHLUND'S RESUBDIVISION OF LOTS 1, 2, 3, 4 AND 5 AND THE EAST ONE-THIRD OF LOT 6 IN BLOCK 1 IN HARLEM, QUICK'S SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN;

AND ALSO A 10.00 FOOT WIDE STRIP OF LAND LYING SOUTH OF AND ADJACENT TO AFOREMENTIONED LOTS 12 TO 22, BEING THAT PART OF CENTRAL AVENUE HERETOFORE VACATED BY ORDINANCE NUMBER 2572, PASSED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF RIVER FOREST ON NOVEMBER 23, 1993, TOGETHER WITH THOSE PARTS OF GARDEN STREET VACATED BY ORDINANCE PASSED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF RIVER FOREST MAY 17, 1948 AND BY ORDINANCE NUMBER 2572, PASSED NOVEMBER 23, 1993;

EXCEPTING FROM SAID TRACT THE FOLLOWING PARCEL:

THAT PART OF LOT 11 IN HARLEM, QUICK'S SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 11; THENCE EAST 28.15 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG A STRAIGHT, 39.79 FEET TO A POINT ON THE WEST LINE OF SAID LOT 11, SAID POINT BEING 27.50 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 11; THENCE NORTH 27.50 FEET TO THE POINT OF BEGINNING.

AND ALSO EXCEPTING FROM SAID TRACT THE FOLLOWING PARCEL:

THAT PART OF LOT 5, IN SCHLUND'S RESUBDIVISION OF LOTS 1, 2, 3, 4 AND 5 AND THE EAST 1/3 OF LOT 6 IN BLOCK 1 IN HARLEM, QUICK'S SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 12 TOWNSHIP 39 NORTH RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PARCEL DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT; THENCE SOUTH 00 DEGREES 46 MINUTES 20 SECONDS EAST (ASSUMED) 27.00 FEET ALONG THE EASTERLY LINE THEREOF, SAID EASTERLY LINE BEING ALSO THE WESTERLY RIGHT OF WAY LINE OF HARLEM AVENUE (ILLINOIS ROUTE 43); THENCE NORTH 38 DEGREES 48 MINUTES 31 SECONDS WEST 34.08 FEET TO THE NORTHERLY LINE OF SAID LOT; THENCE NORTH 88 DEGREES 47 MINUTES 57 SECONDS EAST 21.00 FEET ALONG SAID NORTHERLY LINE TO SAID POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR ACCESS FOR THE EXCLUSIVE USE OF VEHICULAR TRAFFIC SERVING PARCEL 1, AND TO INSTALL AND MAINTAIN A SCISSORS LIFT THEREIN, AND TO AND CONSTRUCT, INSTALL, MAINTAIN, REPAIR AND OPERATE A MOUNTABLE CURB, STRIPING OR OTHER RELATED FACILITIES AS CREATED BY GRANT OF EASEMENT DATED NOVEMBER 23, 1993 AND RECORDED APRIL 8, 1994 AS DOCUMENT 94319784 FROM THE VILLAGE OF RIVER FOREST TO RIVER FOREST TOWN CENTER LIMITED PARTNERSHIP ON, UPON, OVER, THROUGH, ACROSS OR UNDER A STRIP OF LAND AS DESCRIBED AS FOLLOWS:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT BEING 10.00 FEET SOUTH OF THE POINT FORMED BY THE INTERSECTION OF THE EAST LINE OF BONNIE BRAE AND THE SOUTH LINE OF BLOCK 1 IN HARLEM QUICK'S SUBDIVISION ALSO BEING THE ORIGINAL NORTH LINE OF CENTRAL AVENUE PER HARLEM QUICK'S SUBDIVISION, THE POINT OF BEGINNING; THENCE SOUTH ALONG SAID EAST LINE OF BONNIE BRAE EXTENDED; A DISTANCE OF 16.00 FEET; THENCE EAST ALONG A LINE PARALLEL TO THE NORTH LINE OF CENTRAL AVENUE A DISTANCE OF 536.75 FEET;

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THENCE NORTH ALONG A LINE BEING THE WEST LINE OF HARLEM AVENUE EXTENDED, A DISTANCE OF 16.00 FEET; THENCE WEST ALONG A LINE BEING THE CURRENT NORTH LINE OF CENTRAL AVENUE, A DISTANCE OF 536.75 FEET TO THE POINT OF BEGINNING.

PROPERTY ADDRESS: #7211-7221, #7231-7265, #7251 W. Lake Street and #7201 N Harlem Ave, River Forest, IL

TAX NUMBERS:

15-12-222-001-0000	AFFECTS PART OF THE LAND AND OTHER PROPERTY
15-12-222-002-0000	AFFECTS PART OF THE LAND
15-12-222-003-0000	AFFECTS PART OF THE LAND
15-12-222-004-0000	AFFECTS PART OF THE LAND
15-12-222-005-0000	AFFECTS PART OF THE LAND
15-12-222-020-0000	AFFECTS PART OF THE LAND
15-12-222-023-0000	AFFECTS PART OF THE LAND

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