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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 01/24/2014 03:42 PM Pg: 1 of 6

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This instrument was prepared by and To Be Mailed To: Vincent J. Tolve, Exq., Lakeside Bank, 55 West Wacker Drive, Chicago, IL 60601

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

TENANT: CHIPOTLE MEXICAN GRILL, INC.

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EXHIBITG

SUBORDINATION, NON-DISTURBANCE AND ATTORMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORMENT AGREEMENT (this "Agreement") is made and entered into as of the 13th day of December, 2013, by and between **CHIPOTLE MEXICAN GRILL, INC.**, a Delaware corporation ("Tenant"), whose address is 1401 Wynkoop Street, Suite 500, Denver, Colorado 80202, Attn: Lease Administration, Store No. 12-1642, Lakeside Bank _____ a _____, whose address is 55 W. Wacker, Chicago, IL ("Lender"), **LINCOLN PETERSON PARTNERS, LLC**, an Illinois limited liability company, whose address is 2150 E. Lake Cook Road, Buffalo Grove, IL 60089 ("Borrower").

A. Lender has entered into a loan agreement dated _____, (the "Loan Agreement") with Borrower secured by, among other things, a mortgage on the leasehold interest (the "Mortgage") in that certain real property legally described on **Exhibit A** attached hereto (the "Premises"); and

B. Tenant is the present lessee under a lease dated as of July 20, 2011, made by the Borrower, as landlord, demising the Premises (said lease and all amendments thereto being referred to as the "Lease"); and

C. Lender is agreeable to not disturbing Tenant's possession of the Premises so long as Tenant is not in default under the Lease.

NOW THEREFORE, the parties agree as follows:

1. Subordination. The Lease, and all estates, rights and interest contained or created thereunder, are and shall be and continue to be subject and subordinate in all respects to the lien of the Mortgage, and to all renewals, modifications and extensions of the Mortgage.
2. Tenant Not to be Disturbed. So long as Tenant is not in default (beyond any period given Tenant by the terms of the Lease to cure such default) in the payment of rent or additional rent or of any terms, easements, or conditions of the Lease on Tenant's part to be performed: (a) Tenant's possession of the Premises, and its rights and privileges under the Lease, including but not limited to any extension or renewal rights, shall not be diminished or interfered with by Lender; and (b) Lender will not join Tenant as a party defendant in any action or proceeding foreclosing the Mortgage unless such joinder is necessary to foreclose the Mortgage and then only for such purpose and not for the purpose of terminating the Lease.
3. Tenant to Attorn to Lender. If Lender shall become the owner of the leasehold or the leasehold shall be sold to the Lender by reason of foreclosure or other proceedings brought to enforce the Mortgage or the leasehold shall be transferred to the Lender by deed in lieu of foreclosure, the Lease shall continue in full force and effect as a direct Lease between the Tenant and the Lender who shall succeed to the rights and duties of the Borrower under Lease. Tenant shall attorn to Lender who shall succeed to the rights and duties of the Borrower under Lease. Tenant shall attorn to Lender as its landlord, said attornment to be effective and self-operative

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without the execution of any further instruments. Tenant shall be under no obligation to pay rent to Lender until: (a) Tenant receives written notice and a certified copy of an executed transferring document or certified court order from Lender that it has succeeded to Borrower's interest under the Lease; or (b) receives written notice from Lender that it is entitled to receive such rent pursuant to an assignment document executed by Borrower and Tenant is furnished with a copy of such executed assignment agreement. The notices described in the immediately preceding sentence shall be provided to Tenant at least thirty (30) days prior to Tenant having any obligation to pay rent to Lender pursuant to the immediately preceding sentence.

4. Lender's Option to Cure Borrower's Default. Tenant agrees that Borrower shall not be in default under the Lease unless written notice specifying such default is given to Lender. Tenant agrees not to terminate the Lease until: (i) it has given written notice of any act, omission, or default of the Borrower to Lender or its successors and assigns; and (ii) Lender, or its successors or assigns shall, within thirty (30) days of the receipt of such notice, have failed to cure or failed, with reasonable diligence, to commence, pursue or complete reasonable action to cure or remedy any act, omission or default of Borrower. Tenant further agrees not to invoke any of its remedies under the Lease until said thirty (30) days have elapsed.

5. Notice of Discharge. Borrower shall give thirty (30) days prior written notice to Tenant of the reconveyance or other release of the Mortgage; provided, however, that no such notice shall be binding on the Lender.

6. Limitation. Neither this Agreement nor the mortgage shall apply to any furniture, equipment or personal property owned or leased by Tenant which is now or hereafter placed or installed on the Premises, and Tenant shall have the full right to remove said items at any time during or at the expiration of the Lease term.

7. Successors and Assigns. This Agreement and each and every covenant, agreement and other provision hereof shall be binding upon and shall insure to the benefit of the parties hereto and their representatives, successors and assigns.

8. Successor Liability. If Lender shall succeed to the interest of the Borrower under the Lease, Lender shall not be:

(a) liable for any act or omission of any prior or succeeding landlord (including Borrower) except those acts or omissions that are continuing after Lender succeeds to the interest of Borrower under the Lease; or

(b) bound by any rent or additional rent which Tenant might have paid for more than the then current month to any prior to succeeding landlord (including Borrower).


9. Prepayment. Tenant agrees that it will not, without the written consent of Lender, pay rent or any other sums becoming due under the Lease more than one (1) month in advance.

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

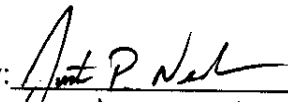
TENANT:

CHIPOTLE MEXICAN GRILL, INC., a
Delaware corporation

By: 
Name: Derek Bogue
Title: Manager, Lease Administration

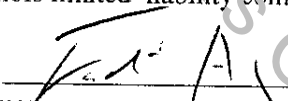
LENDER:

Lakeside Bank, a

By: 
Name: Justin P. Newhuis
Title: Loan officer

BORROWER:

LINCOLN PETERSON PARTNERS, LLC, an
Illinois limited liability company

By: 
Name: _____
Title: _____

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ACKNOWLEDGEMENTS

STATE OF Colorado
)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 15 day of November, 2013 by Derek Bogus, as Manager, Lease Administration of Chipotle Mexican Grill, Inc., a Delaware corporation.



Clavisa Castor
Notary Public
My Commission expires: 3/8/16

STATE OF ILLINOIS
)
) ss.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 13th day of DECEMBER 2013 by JUSTIN P. NEWHUIS AS LOAN OFFICER of LAKEVIEW BANK a LENDER



Karen J. Venetch
Notary Public

STATE OF Illinois
)
) ss.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 13th day of December, 2013 by Fadi Agel Landlord of Lincoln Peterson Plaza, LLC an Illinois limited liability company

Witness my hand and seal.



Danielle Grazianni
Notary Public
My Commission expires: 2/2/16

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EXHIBIT A Legal Description

PARCEL 1:

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 44 IN KRENN AND DATO'S POLO GROUNDS ADDITION TO NORTH EDGEWATER; THENCE RUNNING SOUTH 00 DEGREE, 00 MINUTES, 08 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 44, A DISTANCE OF 71.04 FEET; THENCE RUNNING SOUTH 38 DEGREES, 50 MINUTES, 56 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 44, A DISTANCE OF 24.56 FEET TO THE POINT OF BEGINNING; THENCE RUNNING SOUTH 86 DEGREES, 04 MINUTES, 49 SECONDS EAST, A DISTANCE OF 223.09 FEET; THENCE RUNNING SOUTH 51 DEGREES, 04 MINUTES, 03 SECONDS EAST, A DISTANCE OF 157.00 FEET; THENCE RUNNING SOUTH 38 DEGREES, 51 MINUTES, 25 SECONDS WEST, A DISTANCE OF 158.00 FEET TO THE NORTHEASTERLY LINE OF NORTH LINCOLN AVENUE, AS WIDENED; THENCE RUNNING NORTH 51 DEGREES, 04 MINUTES, 03 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF NORTH LINCOLN AVENUE AS WIDENED, A DISTANCE OF 339.88 FEET TO THE WEST LINE OF SAID LOT 44; THENCE RUNNING NORTH 38 DEGREES, 50 MINUTES, 56 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 44, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1, AS CREATED BY EASEMENT AGREEMENT AND RESTRICTIVE COVENANT DATED SEPTEMBER 21, 2004 AND RECORDED SEPTEMBER 27, 2004 AS DOCUMENT 0427144099 BY AND BETWEEN LINCOLN-PETERSON DEVELOPMENT ASSOCIATES, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY; SWEET TRADITIONS OF ILLINOIS, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY AND WALGREEN CO., AN ILLINOIS CORPORATION FOR THE PURPOSE OF VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS AND FOR PARKING SPACES IN EXISTENCE FROM TIME TO TIME SET FORTH ON PARCEL 2 OF THE EXHIBIT IN SAID DOCUMENT AS AMENDED BY AMENDED AND RESTATED EASEMENT AGREEMENT AND RESTRICTIVE COVENANT RECORDED JANUARY 8, 2008 AS DOCUMENT NUMBER 0800831085.

PIN Number: 13 01 304 034 0000

Commonly known as 5961 N. Lincoln Ave., Chicago, Illinois.