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THIS DOCUMENT WAS PREPARED BY, AND AFTER RECORDING, RETURN TO:

Donna M. Shaw, Esq.
Robbins, Salomon & Patt, Ltd.
180 North LaSalle St., Suite 3300
Chicago, Illinois 60601



Doc#: 1413933021 Fee: \$58.00
RHSP Fee: \$9.00 RPAF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 05/19/2014 10:27 AM Pg: 1 of 11

PERMANENT TAX INDEX NUMBERS:

(See Exhibit A attached hereto)

PROPERTY ADDRESS:

2601 West 95th Street
Evergreen Park, Illinois 60805

This space reserved for Recorders use only.

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement") is entered into effective as of this 9th day of May, 2014 by and among **PNC BANK, NATIONAL ASSOCIATION**, a national banking association whose address is One North Franklin Street, Suite 2150, Chicago, Illinois 60606, Attention: Joel G. Dalson, Vice President ("Lender"), **95TH & WESTERN LLC**, an Illinois limited liability company, whose address is c/o IBT Group LLC, 850 West Jackson Boulevard, Suite 701, Chicago, Illinois 60607, Attention: Gary A. Pachucki ("Landlord"), and **PETSMART, INC.**, a Delaware corporation, whose address is 19601 N. 27th Avenue, Phoenix, Arizona 85027, Attention: Vice President and Deputy General Counsel ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant have entered into and are parties to that certain Lease dated September 17, 2013, as amended and supplemented from time to time (collectively referred to herein as the "Lease") pertaining to certain premises located at 2601 West 95th Street, Evergreen Park, Illinois ("Premises") and commonly known as 95th & Western Shopping Center and also known as Evergreen Promenade ("Shopping Center") in Evergreen Park, Illinois; and

WHEREAS, Lender has made or agreed to make a loan secured by, among other things, a Construction Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing ("Mortgage") upon the real property described in Exhibit A attached hereto (which includes the Premises); and

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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

WHEREAS, Lender wishes for Tenant to recognize and attorn to Lender in the event that Lender succeeds to the rights of Landlord under the Lease as a result of foreclosure or otherwise.

NOW, THEREFORE, in consideration of the foregoing, and for valuable consideration, the receipt and sufficiency of which upon full execution hereof are hereby acknowledged, and the mutual 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 subject and subordinate to the lien of the Mortgage and to all renewals, modifications, consolidations, replacements and extensions of the Mortgage, to the full extent of all amounts now or hereafter secured hereby and interest thereon. The foregoing notwithstanding, in no event shall any of Tenant's trade fixtures, inventory, equipment, furniture and furnishings, accounts, books or records or other assets be or become subject or subordinate to the lien in favor of Lender.

2. **NON-DISTURBANCE.** So long as Tenant is not in default under any of the terms, covenants or conditions of the Lease beyond any applicable grace, notice and cure period, Tenant's possession, use and enjoyment of the Premises and the related Common Area as provided in the Lease, including but not limited to related signage as provided in the Lease, 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, expense, and so long as Tenant is not in default under any of the terms, covenants or conditions of the Lease beyond any applicable grace, notice and cure period, 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.

3. **ATTORNMEN**T. 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.

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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 Premises 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 which Tenant might have against any prior landlord (including Landlord), except for offsets arising under the Lease with respect to costs 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, additional rent or any other amounts payable under the Lease which the Tenant might have paid for more than one (1) month in advance or any prior landlord (including the Landlord) provided, however, Tenant's estimated payments towards its share of Common Area Costs shall not be deemed "paid in advance" when paid in accordance with the terms of the Lease and shall be subject to any reconciliation of year-end adjustment provision set forth in the Lease with respect to Common Area Costs; or

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

(d) be bound by any amendment or modification of the Lease made after the date hereof without Lender's prior written 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 noticed to Tenant at Tenant's address set forth above within thirty (30) days from the date of Lender's receipt of Tenant's written notice to Lender, sent by certified or registered mail, postage prepaid at Lender's address set forth above; or

(e) be liable for any act or omission of any prior landlord (including Landlord), except for those defaults which are then continuing under the Lease from and after the date of the transfer of the Premises to Lender or any Successor Landlord and for which Tenant has given Lender prior written notice thereof and the opportunity to cure the same as provided in this Agreement prior to such transfer of the Premises.

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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.** Tenant shall give to Lender, by certified or registered mail, postage prepaid, at the Lender's address set forth above, a copy of any notice of default served upon Landlord under the Lease, and Lender shall have the same right, but shall have no obligation, to cure any such default on behalf of Landlord as is provided in the Lease.

7. **LEASE TERMINATION.** In the event Tenant notifies Lender that Tenant elects to terminate the Lease as a result of Landlord's default, in accordance with Paragraph 6 hereof, 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 shall run immediately after the expiration of any notice or cure period given to Landlord under the Lease to cure such default; 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 ninety (90) 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.

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

11. **COUNTERPARTS.** This Agreement may be executed in multiple counterparts and all of such counterparts together constitute one and the same Agreement.

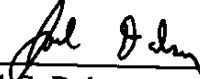
[SIGNATURE AND NOTARY PAGES IMMEDIATELY FOLLOW]

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

LENDER:

PNC BANK, NATIONAL ASSOCIATION,
a national banking association

By: 
Name: Joel G. Dalson
Title: Vice President

LANDLORD:

95th & WESTERN, LLC,
an Illinois limited liability company,

By: IBT Group, LLC
an Illinois limited liability company
Title: Manager

By: 
Name: Gary A. Bachucki
Title: Manager

TENANT:

PETSMART, INC.,
a Delaware corporation

By: 
Name: Sally Piotrowski
Title: Senior Counsel

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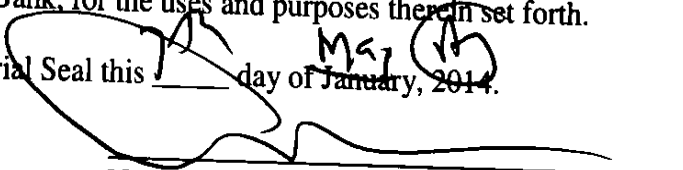
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LENDER ACKNOWLEDGEMENT

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

I, Andrew M Sachs, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Joel G. Dalson, the Vice-President of **PNC BANK, NATIONAL ASSOCIATION**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

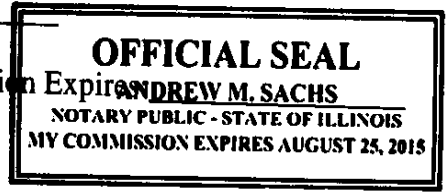
GIVEN under my hand and Notarial Seal this 14 day of January, 2014.



Notary Public

State of _____

My Commission Expires _____



Property of Cook County Clerk's Office
SCANNED BY _____

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TENANT ACKNOWLEDGEMENT

STATE OF Arizona)
) SS
COUNTY OF Maricopa)

I, Teresa G. Hall, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Sally Piotrowski, the Senior Counsel of **PETSMART, INC.**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her 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 27th day of January, 2014.

Teresa G. Hall
Notary Public



TERESA G. HALL
Notary Public - Arizona
Maricopa County
Expires 01/09/2017

State of Arizona

My Commission Expires: 1/9/2017

RECORDED BY SEEDS

SCANNED BY _____

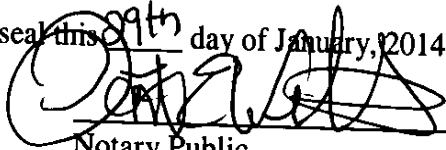
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LANDLORD ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Gary A. Pachucki, the Manager of **IBT GROUP, LLC**, an Illinois limited liability company, which is the Manager of **95th & WESTERN, LLC**, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act individually and as the Manager of and on behalf of and as the free and voluntary act of **IBT Group, LLC**, as the Manager of and on behalf of and as the free and voluntary act of **95th & WESTERN, LLC** for the uses and purposes therein set forth.

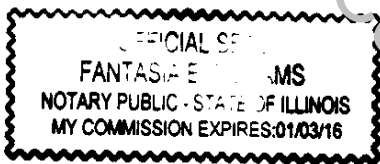
GIVEN under my hand and notarial seal this 29th day of January, 2014.



Notary Public

State of IL

My Commission Expires: 1/03/16



COOK COUNTY
 RECEIVED DEEDS
 SCANNED BY _____

Cook County Clerk's Office

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EXHIBIT A

LEGAL DESCRIPTION OF THE SHOPPING CENTER

PARCEL 1:

THE EASTERLY 100 FEET OF BLOCK 4 IN HONORE'S SUBDIVISION OF THE NORTH 1/4 OF THE EAST 1/2 OF THE NORTHEAST 1/4 AND THE NORTH 3/8 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH PARCEL IS ALSO KNOWN AS LOT 1 IN BLOCK 5 IN PETERSON AND WEATHERFORD'S SUBDIVISION OF BLOCKS 1, 2, 3, AND 4 TOGETHER WITH VACATED STREETS BETWEEN BLOCKS 1, 2, AND 3 AND THE VACATED EAST 14 FEET OF STREET ADJOINING BLOCK 4 ON THE WEST IN HARRY W. HONORE JR. SUBDIVISION OF THE NORTH 1/4 OF EAST 1/2 OF THE NORTHEAST 1/4 AND THE NORTH 3/8 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 2 IN BLOCK 5 IN PETERSON AND WEATHERFORD'S SUBDIVISION OF BLOCKS 1, 2, 3 AND 4 TOGETHER WITH VACATED STREETS BETWEEN LOTS 1, 2, AND 3 AND THE VACATED EAST 14 FEET OF STREET AND ADJOINING BLOCK 4 ON THE WEST IN HARRY W. HONORE JR. SUBDIVISION OF NORTH 1/4 OF THE EAST 1/2 OF THE NORTHEAST 1/4 AND THE NORTH 3/8 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXCEPTING THEREFROM THAT PART OF PARCELS 1 AND 2 (TAKEN AS A TRACT) DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1, SAID CORNER ALSO BEING THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF 95TH STREET (U. S. ROUTE NUMBERS 12 AND 20) WITH THE WEST RIGHT OF WAY LINE OF THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT 1, ALSO BEING SAID BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD WEST RIGHT OF WAY LINE, A DISTANCE OF 220.00 FEET; THENCE WESTERLY 90 DEGREES 29 MINUTES 22 SECONDS TO THE RIGHT OF THE LAST DESCRIBED COURSE EXTENDED, ALONG A LINE PARALLEL WITH SAID SOUTH RIGHT OF WAY LINE OF 95TH STREET A DISTANCE OF 192.00 FEET THENCE NORTHERLY 89 DEGREES 30 MINUTES 38 SECONDS TO RIGHT OF THE LAST DESCRIBED COURSE EXTENDED ALONG A LINE PARALLEL WITH SAID WEST LINE OF THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD, A DISTANCE OF 220.00 FEET, TO A POINT ON SAID SOUTH RIGHT OF WAY LINE OF 95TH STREET; THENCE EASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 192.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

UNOFFICIAL COPY**PARCEL 3:**

THE NORTH 30 FEET OF VACATED 96TH STREET LYING SOUTH OF AND ADJOINING PARCELS 1 & 2.

PARCEL 4:

THE EAST 1/2 OF VACATED WASHTENAW AVENUE LYING WEST OF AND ADJOINING PARCEL 2, AS VACATED BY THE ORDINANCE RECORDED JULY 30, 2001 AS DOCUMENT 0010685740

PARCEL 5:

THE EAST 188.60 FEET OF THE NORTH 170 FEET OF THE EAST 1/4 OF BLOCK 5 IN HARRY H. HONORE JR.'S SUBDIVISION OF THE NORTH 1/4 OF THE EAST 1/2 AND THE NORTH 3/8 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

ALSO:

LOTS 1, 2, 3, 4, AND 5 (EXCEPT FROM SAID LOT 5 THAT PART THEREOF LYING SOUTH OF A LINE 100.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF LOT 7) ALL IN ADDITION TO EVERGREEN PARK HILLS, A SUBDIVISION OF THE EAST 1/2 (EXCEPT THE NORTH 170 FEET THEREOF) OF BLOCK 5 IN HARRY H. HONORE JR.'S SUBDIVISION AFORESAID

ALSO:

THAT PART OF THE 20 FOOT VACATED EAST AND WEST ALLEY ADJOINING THE NORTH LINE OF LOT 1 AFORESAID LYING EAST OF THE WEST LINE OF THE EAST 188.60 FEET OF BLOCK 5 AFORESAID AND WEST OF THE WEST RIGHT OF WAY LINE OF THE 66.00 FOOT WASHTENAW AVENUE, ALL IN COOK COUNTY ILLINOIS

PARCEL 6:

THAT PART OF LOTS 5, 6, AND 7 LYING SOUTH OF A LINE WHICH IS 100.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 7, ALL IN ADDITION TO EVERGREEN PARK HILLS, A SUBDIVISION OF THE EAST 1/2 OF THE EAST 1/2 (EXCEPT THE NORTH 170 FEET THEREOF) OF BLOCK 5 IN HARRY H. HONORE JR.'S SUBDIVISION OF THE NORTH 1/2 OF THE EAST 1/2 OF THE NORTH 3/8 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

UNOFFICIAL COPY**PARCEL 7:**

THAT PART OF VACATED WASHTENAW AVENUE LYING EAST OF THE NORTH 180.00 FEET (INCLUDING THAT PART OF THE VACATED ALLEY) IN HARRY H. HONORE JR., SUBDIVISION OF THE NORTH 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 AND THE NORTH 3/8 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 12; THAT PART OF VACATED WASHTENAW AVENUE LYING EAST OF LOTS 1 THROUGH 7 INCLUSIVE, IN ADDITION TO EVERGREEN PARK HILLS; AND THAT PART OF WASHTENAW AVENUE LYING EAST OF AND ADJACENT TO LOT 8 AND THE PUBLIC ALLEY NORTH OF LOT 8 (EXCEPT THE WEST 37 FEET) IN ADDITION TO EVERGREEN PARK HILLS, A SUBDIVISION OF THE EAST 1/2 OF THE EAST 1/2 (EXCEPT THE NORTH 170 FEET THEREOF) IN BLOCK 5 OF HARRY H. HONORE JR.'S SUBDIVISION, ALL LOCATED IN THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 8:

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCELS 1 THROUGH 7, BOTH INCLUSIVE, TO USE THE COMMON AREA ACCESS FACILITIES FOR THE PASSAGE OF VEHICLES AND PEDESTRIANS AS CREATED BY CROSS ACCESS AND PARKING AGREEMENT BY AND BETWEEN 95TH AND WESTERN, LLC AND INGRAM FAMILY LIMITED PARTNERSHIP RECORDED AUGUST 26, 2013 AS DOCUMENT 1323839123

PERMANENT TAX IDENTIFICATION NUMBERS:

24-12-201-017-0000
 24-12-201-018-0000
 24-12-201-019-0000
 24-12-201-020-0000
 24-12-201-030-0000
 24-12-201-032-0000
 24-12-201-033-0000
 24-12-201-034-0000
 24-12-201-035-0000
 24-12-202-002-0000

PROPERTY ADDRESS:

2601 West 95th Street
 Evergreen Park, Illinois 60805