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RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Clark Hill PLC
130 E. Randolph Street
Suite 3900
Chicago, Illinois 60601
Attn: Chad M. Poznansky, Esq.
142303804 60616
Permanent Tax Index Numbers:

Doc# 2325022023 Fee \$88.00

RHSP FEE: \$18.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 09/07/2023 01:13 PM PG: 1 OF 8

14-29-128-001-0000
14-29-128-002-0000
14-29-128-006-0000

Property Address:

2809-2825 North Ashland Avenue Chicago, IL 60657

(Space Above For Recorder's Use)

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is made and entered into as of the 22nd day of June, 2023, by and between **CHIPOTLE MEXICAN GRILL, INC.**, a Delaware corporation, whose address is 500 Neil Ave., Suite 400, Columbus, Ohio 43215, Attn: Lease Administration, Store No. 1740, ("**Tenant**"), **FIRST BANK CHICAGO**, its successor, and assigns, whose address is 1 Westbrook Corporate Center, Suite 535, Westchester, IL 60154, Attn: Christina K. Bavery ("**Lender**"), and **LELYN LAKEVIEW PROPERTIES, L.P.**, an Illinois limited partnership, as agent and sole beneficiary of Chicago Title Land Trust Company, Trust Number 11820 dated August 16, 1993, whose address is c/o The Lelyn Group, Inc., 707 Skokie Boulevard, Suite 600, Northbrook, IL, 60062, Attn: Leo Wiznitzer, CCIM ("**Landlord**").

A. Lender has entered into a loan agreement or other credit agreement dated June 22, 2023 with Landlord secured by, among other things, a mortgage encumbering (the "Mortgage") that certain real property legally described on **Exhibit A** attached hereto (the "Property"); and

B. Tenant is the present lessee under a lease dated as of June 29, 2011, made by Landlord demising a portion of the Property (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 (as such term is defined in the Lease) so long as Tenant is not in default under the Lease.

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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 Premises or the Premises shall be sold to the Lender by reason of foreclosure or other proceedings brought to enforce the Mortgage or the Premises 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 Landlord under Lease. Tenant shall attorn to Lender who shall succeed to the rights and duties of the Landlord under Lease. Tenant shall attorn to Lender as its landlord, said attornment to be effective and self-operative 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 Landlord'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 Landlord 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 Landlord's Default. Tenant agrees that Landlord 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 Landlord 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 Landlord. Tenant further agrees not to invoke any of its remedies under the Lease until said thirty (30) days have elapsed.

5. Notice of Discharge. Landlord 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

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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 inure 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 Landlord under the Lease, Lender shall not be:

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

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.

10. Payment to Lender. In the event Tenant receives written notice (the "Rent Payment Notice") from Lender or from a receiver for the Premises that there has been a default under the Mortgage and that rentals due under the Lease are to be paid to Lender or to the receiver, Tenant shall pay to Lender or to the receiver, or shall pay in accordance with the directions of Lender or of the receiver, all Rent and other monies due or to become due to Landlord under the Lease. Landlord hereby expressly and irrevocably directs and authorizes Tenant to comply with any Rent Payment Notice without any obligation to inquire into the factual basis of such notice, notwithstanding any contrary instruction, direction or assertion of Landlord, and Landlord hereby releases and discharges Tenant of and from any liability to Landlord on account of any such payments. The delivery by Lender or the receiver to Tenant of a Rent Payment Notice, or Tenant's compliance therewith, shall not be deemed to: (i) cause Lender to succeed to or to assume any obligations or responsibilities as landlord under the Lease, all of which shall continue to be performed and discharged solely by the applicable Landlord unless and until any attornment has occurred pursuant to this Agreement; or (ii) relieve the applicable Landlord of any obligations under the Lease. Tenant shall be entitled to rely on any Rent Payment Notice. Tenant shall be under no duty to controvert or challenge any Rent Payment Notice. Tenant's compliance with a Rent Payment Notice shall not be deemed to violate the Lease. Tenant shall be entitled to full credit under the Lease for any Rent paid to Lender pursuant to a Rent Payment Notice to the same extent as if such Rent were paid directly to Landlord.

11. Recordation of Agreement. Lender may record this Agreement upon execution in the real property records of the governing authority applicable to the Property. In the event that Lender does not record this Agreement within thirty (30) days after its effective date, Tenant may, but shall not be required to, record this Agreement. Upon execution and recordation (if recordation is required to recognize Tenant's interest in the event of a foreclosure), this Agreement shall be evidence of the existence of the Lease and Tenant's interest in the Property.

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12. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page.

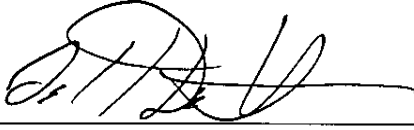
Property of Cook County Clerk's Office

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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: Jeff DeHaai
Title: Director, Lease Administration & Asset Management

LENDER:

FIRST BANK CHICAGO

By: _____
Name: _____
Title: _____

LANDLORD:

LELYN LAKEVIEW PROPERTIES, L.P.,
an Illinois limited partnership

By: Lelyn Properties Manager LLC,
an Illinois limited liability company,
its Manager

By:  _____
Name: Leo Wiznitzer CCIM
Title: Member

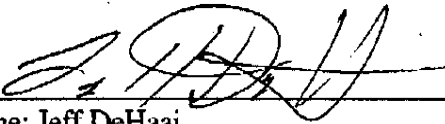
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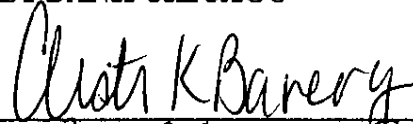
TENANT:

CHIPOTLE MEXICAN GRILL, INC.,
a Delaware corporation

By: 
Name: Jeff DeHaai
Title: Director, Lease Administration & Asset Management

LENDER:

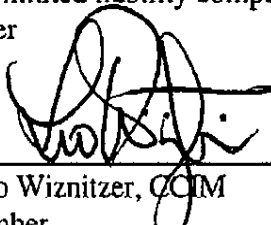
FIRST BANK CHICAGO

By: 
Name: CHRISTINA K. BAVERY
Title: SENIOR VICE PRESIDENT

LANDLORD:

LELYN LAKEVIEW PROPERTIES, L.P.,
an Illinois limited partnership

By: Lelyn Properties Manager, LLC,
an Illinois limited liability company,
its Manager

By: 
Name: Leo Wiznitzer, CCIM
Title: Member

Property of Cook County Clerk's Office

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ACKNOWLEDGEMENTS

STATE OF OHIO)
) ss:
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this 15 day of June, 2023 by Jeff DeHaai, Director, Lease Administration & Asset Management of **CHIPOTLE MEXICAN GRILL, INC.**, a Delaware corporation.

Witness my hand and seal.



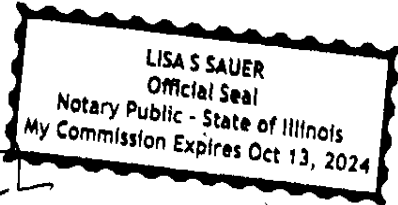
Nicole Rodgers
Notary Public, State of Ohio
My Commission Expires 11-28-2025

Nicole Rodgers
Notary Public
My Commission Expires: 11/28/2025

STATE OF IL)
) ss.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 21st day of June, 2023 by Christina K. Bavery, as Senior Vice President of **FIRST BANK CHICAGO**.

Witness my hand and seal.

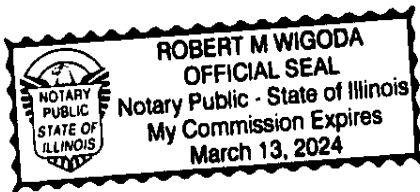


Lisa Sauer
Notary Public
My Commission Expires: 10/13/2024

STATE OF IL)
) ss.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 19th day of June, 2023 by Leo Wiznitzer, CCIM the Member of Lelyn Properties Manager, LLC, an Illinois limited liability company, the Manager of **LELYN LAKEVIEW PROPERTIES, L.P.**, an Illinois limited partnership.

Witness my hand and seal.



Robert M Wigoda
Notary Public
My Commission Expires: _____

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EXHIBIT A

LEGAL DESCRIPTION

Parcel 1:

Lots 1 and 2 (except that part taken for widening North Ashland Avenue) in the resubdivision of Lots 10, 11, 12 and 13 and the South 16 35/100 feet of Lot 14 in the subdivision of Block 4 (except the South 173 feet of the East 483 feet thereof) in William Lill and Heirs of Michael Diversey's Division of the Southwest 1/2 of the Northwest 1/4 of Section 29, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

Lots 15, 16, 17 and 18 and the North 8.65 feet of Lot 14 (except that part of said lots taken for widening North Ashland Avenue) in the subdivision of Block 4 (except the South 173 feet of the East 483 feet thereof) in William Lill and Heirs of Michael Diversey's subdivision of the Southwest 1/2 of the Northwest 1/4 of Section 29, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3:

Lot 19 in the subdivision of Block 4 (except the South 173 feet of the East 483 feet thereof) in William Lill and Heirs of Michael Diversey's Division of the Southwesterly 1/2 of the Northwest 1/4 of Section 29, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 4:

All that part of the 16 foot public alley lying East of the East line of Lots 14 to 18, both inclusive, lying West of the West line of lot 19, lying South of a line drawn from the Northeast corner of Lot 18 to the Northwest corner of Lot 19, and lying North of the Easterly extension of the North line of the South 16.35 foot of Lot 14 all in the subdivision of Block 4 (except the South 173 feet of the East 483 feet thereof) in William Lill and Heirs of Michael Diversey's Division of the Southwest 1/2 of the Northwest 1/4 of Section 29, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, as vacated by Ordinance passed by the City Council of the City of Chicago on April 1, 1987 recorded on August 19, 1987 as Document 87459529, in Cook County, Illinois.

Address of Property: 2809-2825 North Ashland Avenue Chicago, IL 60657

Permanent Index Nos.: 14-29-128-001-0000, 14-29-128-002-0000, and 14-29-128-006-0000