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SUBORDINATION, ATTORNMENT, NOTICE AND NON-DISTURBANCE AGREEMENT

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DALLAS §

THIS AGREEMENT made as of the 21ST day of March, 1986, by and between PIZZA HUT OF AMERICA, INC., a Delaware corporation ("Lessee") and REPUBLICBANK DALLAS, NATIONAL ASSOCIATION, a national banking association ("Lender").

W I T N E S S E T H:

WHEREAS, Lessee entered into a certain Ground Lease (the "Lease") dated as of February 27, with Meadowlands Associates ("Lessor"), pertaining to certain land (the "Property") in Cook County, Illinois, more fully described on Exhibit "A" attached hereto and incorporated herein for all purposes; and

WHEREAS, Lender is making a loan to Lessor in the principal sum of \$24,075,000 for the purchase by Lessor of the Property and the construction of improvements thereon, which loan is secured by a Mortgage (With Security Agreement and Assignment of Rents and Leases) (as amended, the "Mortgage");

NOW, THEREFORE, for TEN DOLLARS (\$10.00) and other valuable consideration, each to the other in hand paid, including the mutual promises set forth herein, Lessor and Lender hereby agree as follows:

1. The Lease and the rights of the Lessee thereunder are subordinated to the Mortgage and to any and all renewals, extensions, substitutions and replacements thereof as though the Mortgage and any and all renewals, extensions, substitutions and replacements thereof were executed and properly recorded prior in point of time to the execution of the Lease.

2. Lender agrees that it will not disturb the possession of the Lessee under the Lease upon any judicial or

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nonjudicial foreclosure of the Mortgage or upon acquiring title to the Property by deed in lieu of foreclosure if the Lessee is not then in default under the Lease and that Lender will accept the attornment of the Lessee thereafter so long as Lessee is not in default, and that Lender, so long as the Lessee is not in default, will recognize all renewal rights set forth in the Lease. This paragraph as to nondisturbance will apply to any purchaser at any judicial or nonjudicial foreclosure by the holder of the Mortgage if it be other than Lender.

3. In the event of the foreclosure of the Mortgage, judicially or nonjudicially, or if the holder of the Mortgage acquires title to the Property by deed in lieu of foreclosure, the Lessee agrees to attorn to and accept the purchaser at the foreclosure sale or the grantee in such deed in lieu of foreclosure and his or its heirs, legal representatives, successors and assigns as Landlord under the Lease for the balance then remaining of the term thereof, subject to all terms and conditions of the Lease. Such attornment shall be effective and self-operative without the execution of any further instrument on the part of Lessee, Lessor, any other holder of the Mortgage, any purchaser at foreclosure sale or any grantee by deed in lieu of foreclosure. Lessee agrees, however, to execute and deliver at any time, and from time to time, upon the request of Lender or such other holder(s), purchaser(s) or grantee(s), any instrument or certificate which, in its sole judgment, Lender or such other holder(s), purchaser(s) or grantee(s), as the case may be, deems to be necessary or appropriate in any such foreclosure proceeding or conveyance in lieu of foreclosure or otherwise to evidence such attornment.

4. In the event of conflict between the Mortgage and the Lease, the provisions of the Mortgage shall govern with respect to the disposition of the proceeds of sale of the

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Property or proceeds from any insurance, condemnation, and eminent domain awards. Any obligations to repair contained in the Lease shall be limited, insofar as these obligations apply to Lender, to the proceeds, if any, of such insurance or condemnation awards received by Lender.

5. Lender shall not be obligated to complete the construction of any improvements on the Property, including, without limitation, that portion of the improvements contemplated by the Lease. If Lender elects not to complete the construction of the improvements (or that portion of the improvements contemplated by the Lease) and upon written notice thereof to Lessee, the Lease shall be considered terminated and, upon such termination, Lessee and Lender shall have no further obligation to each other.

6. The undersigned Lessee agrees to give written notice to Lender of any default by Lessor under the Lease thirty (30) days prior to terminating the Lease or exercising any other right or remedy thereunder or provided by law. Lessee further agrees that it shall not terminate the Lease or exercise any such right or remedy provided such default is cured within such thirty (30) days; provided, however, that (i) if such default cannot by its nature be cured within thirty (30) days, then Lessee shall not terminate the Lease or exercise any such right or remedy, provided the curing of such default is commenced within such thirty (30) days and is diligently prosecuted thereafter, and (ii) if such default cannot by its nature be cured by Lender without Lender being in possession of the Property, then Lessee shall not terminate the Lease or exercise any such right or remedy until thirty (30) days after the completion of foreclosure or similar proceedings, provided that such proceedings (or proceedings in bankruptcy to lift the automatic stay) are commenced within the thirty (30) day period following delivery of Lessee's notice to Lender and are diligently prosecuted

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thereafter; and, if such default cannot by its nature be cured within thirty (30) days following the completion of such foreclosure or similar proceedings, Lessee shall not terminate the Lease or exercise any such right or remedy provided the curing of such default is commenced within thirty (30) days following the completion of the foreclosure proceedings and is diligently prosecuted thereafter.

7. The Lessee shall not pay rental under the Lease for more than one month in advance, and shall not modify, alter or amend the Lease without the prior written ^{notice to} ~~consent of~~ Lender.

8. Lender shall not be bound by or liable for any restriction on competition contained in the Lease affecting property other than the Property covered in the Mortgage.

9. Nothing in this Agreement shall be construed to require Lender to see to the application of the proceeds of the loan secured by the Mortgage, and Lessee's agreements set forth herein shall not be impaired on account of any modification of the documents evidencing and securing said loan, including any increase in the principal amount of the loan. Lessee acknowledges that Lender is obligated only to Lessor to make said loan, and only upon the terms and subject to the conditions set forth in the Loan Agreement between Lender and Lessor pertaining to said loan. Lessee further acknowledges and agrees that neither Lender, any purchaser of the Property at foreclosure sale, any grantee named in a deed of the Property in lieu of foreclosure, nor any heir, legal representative, successor, or assignee of Lender or any such purchaser or grantee shall (i) have any responsibility or liability for any act or omission of the Lessor under the Lease occurring prior to Lender or Lender's successor obtaining possession of the Property or occurring after Lender or Lender's successor is no longer in possession of the Property; (ii) be subject to any offsets or defenses which Lessee may

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have with respect to the Lease or the Lessor thereunder arising prior to Lender or Lender's successor obtaining possession of the Property; and (iii) be bound by or responsible for any security deposits paid under the Lease unless Lender or Lender's successor obtains possession of such deposits.

10. Any notice or communication required or permitted hereunder shall be given in writing, sent by United States Mail, postage prepaid, registered or certified mail, addressed as follows:

To Lender: RepublicBank Dallas, N.A.
P.O. Box 225961
Dallas, Texas 75265
Attention: Brant H. Henderson,
Real Estate Department

With a copy to: Akin, Gump, Strauss, Hauer & Feld
4100 First City Center
1700 Pacific Avenue
Dallas, Texas 75201-4618
Attention: Carl B. Lee, P.C.

To Tenant: Pizza Hut of America, Inc.
9111 East Douglas
Wichita, Kansas 67201

11. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns, including but not limited to any purchaser or purchasers at foreclosure of the Property, and any grantee of the Property by deed in lieu of foreclosure, and their respective successors and assigns.

EXECUTED as of the date first entered above.

PIZZA HUT OF AMERICA, INC
a Delaware corporation

By: D. J. McClure
Name: D. J. McClure
Title: President

REPUBLICBANK DALLAS, NATIONAL
ASSOCIATION,
a national banking association

By: Jack E. Killough **JKH**
Name: JACK E. KILLOUGH
Title: SR. VICE PRESIDENT

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EXHIBIT A

The Demised Premises

LOT 5 IN J. C. P. MEADOWS P. U. D. BEING A RESUBDIVISION OF LOT 1 IN J. C. P. MEADOWS SUBDIVISION, IN THE SOUTH WEST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE COOK COUNTY RECORDER'S OFFICE ON DECEMBER 18, 1985, AS DOCUMENT 85-329240, ALL IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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