Prep. 5-02-89

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SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT (MORTGAGEE)

THIS AGREEMENT, made and entered into as of the 8th day of May, 1989, by and between BURBANK JOINT VENTURE, an Indiana General Partnership ("Lender") and GENERAL MILLS RESTAURANTS, INC., a Florida Corporation ("Tenant").

W I T N E S S E T H:

WHEREAS, by Lease by and between TRANSPORTATION PLAZA ASSOCIATES, a Connecticut Limited Partnership ("Landlord") and Tenant, dated March 23, 1989 ("Lease"), Tenant leased a certain parcel of land situated in the City of Burbank County of Cook and State of Illinois, more particularly described in Exhibit "A" attached hereto and hereby made a part hereof (herein called the "Premises"), which Premises, and the Landlord's interest under which Lease, are now owned by Landlord; and

WHEREAS, Lender is the holder of notes secured by a mortgage upon the Premises (the "Mortgage").

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt whereof is hereby acknowledged, the parties hereto do hereby covenant and agree as follows:

1. Tenant's interest in the Lease, and all rights of Tenant thereunder, shall be and hereby are declared to be subject and subordinate to the Mortgage, subject to the provisions of Paragraph 2 hereof. The term "Mortgage", as used herein, shall include the Mortgage and any and all amendments, supplements, modifications, renewals, or replacements thereto, thereof or therefor.

2. Provided Tenant shall have performed and shall continue to perform all of the covenants and conditions of the Lease to be performed by it and shall not be in default thereunder, Lender does hereby agree that the rights of Tenant under the Lease shall remain in full force and effect and its possession of the Premises thereunder shall remain undisturbed during the term of the Lease, and during any renewal or extension thereof in accordance with its terms, Tenant shall not be named or joined as a party defendant or otherwise in any suit, action or proceeding for the foreclosure of the Mortgage or the bond or note or other obligation secured thereby.

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BOX 334

3. After the receipt by Tenant of written notice from Lender of completion of a foreclosure under the Mortgage or written notice that the Lender has received a conveyance of the Premises in lieu of foreclosure, Tenant will attorn to and recognize Lender, its successors and assigns, or any other purchaser at the foreclosure sale, as its substitute Landlord under the Lease, and, having thus attorned, Tenant's possession of the Premises covered by the Lease shall not thereafter be disturbed during the term of the Lease, or during any renewal or extension thereof in accordance with its terms, providing and as long as Tenant shall continue to pay the rental provided under the Lease in the manner provided therein and otherwise to observe and perform the covenants, terms and conditions of the Lease to be observed and performed by Tenant thereunder in all material respects and such new owner shall be bound to Tenant under all of the terms, covenants and provisions of the Lease for the remainder of the term thereof (including the Renewal Periods, if Tenant elects or has elected to exercise its options to extend the term) which terms, covenants and provisions such new owner hereby agrees to assume and perform. The parties shall execute and deliver, upon request, appropriate agreements of attornment and recognition, but this Agreement shall be deemed to be self-operative, and no such separate agreements shall be required to effectuate the foregoing attornment and recognition. Any such attornment and recognition of a substitute Landlord shall be upon all of the terms, covenants, conditions and agreements as are set forth in the Lease.

4. In the event that Lender or any other person, party, or entity becomes the owner of the Premises as a result of a foreclosure sale under the Mortgage or a conveyance in lieu of foreclosure ("Purchaser"), (i) Tenant shall have no claim against Purchaser and Purchaser shall not be liable for any act or omission of and/or breach of the Lease by any prior landlord under the Lease, including but not limited to Landlord; (ii) the rights of Purchaser to the Premises and under the Lease shall not be subject to any right of set-off or defense which Tenant may have against any prior landlord under the Lease, including but not limited to Landlord; (iii) Purchaser shall not be bound by any payment of rent made more than one (1) month in advance; (iv) Purchaser shall not be bound by any security deposits which Tenant may have paid Landlord; and (v) Purchaser shall not be bound by any amendment or modification of the Lease made without Lender's consent.

5. Each party hereto shall be entitled to specific performance of the covenants, agreements and rights contained in this Agreement. It is the express intent of all parties hereto that all remedies provided at law or in equity, including the right to specific performance as herein provided, shall be cumulative.

6. This Agreement may not be amended or modified in any manner other than by an agreement in writing signed by all of the parties hereto.

7. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

8. All notices, demands or documents which are required or permitted to be given or served hereunder shall be in writing, and shall be deemed given or serviced when sent by registered or certified mail, return, receipt request, postage prepaid addressed as follows:

If to Lender:
BURBANK JOINT VENTURE
One Merchants Plaza
115 West Washington Street
Suite 15 South
P.O. Box 7033
Indianapolis, Indiana 46207
Attn: Jay Rosenfeld
cc: Legal Department

If to Tenant:
GENERAL MILLS RESTAURANTS, INC.
6770 Lake Ellenor Drive
Orlando, Florida 32809
Attn: Legal Department

Each party hereto may change its above-stated address from time to time by serving written notice of the change upon the other party hereto as above provided at least ten (10) days prior to the effective date of said change.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first above written.

LENDER: BURBANK JOINT VENTURE, an Indiana General Partnership

By: MSA REALTY CORPORATION, an Indiana Corporation, as General Partner

By: J.A. Rosenfeld, President

TENANT: GENERAL MILLS RESTAURANTS, INC., a Florida Corporation

By: Richard D. Halterman

Its: Sr. Vice President

Attest: Martin N. Goldsmith

Its: Asst. Secretary

PARCEL 1 - DEMISED PREMISES

THAT PART OF LOT 3 IN BURBANK TOWN CENTER SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS; BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 3; THENCE NORTH 89 DEGREES 50 MINUTES 52 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 3, 201.59 FEET;

THENCE	NORTH	00	DEGREES	20	MINUTES	28	SECONDS	EAST, 60.92	FEET;
"	SOUTH	89	"	39	"	32	"	" , 15.0	" ;
"	NORTH	00	"	20	"	28	"	" , 49.0	" ;
"	SOUTH	89	"	39	"	32	"	" 111.0	" ;
"	NORTH	00	"	20	"	28	"	" , 18.0	" ;
"	SOUTH	89	"	39	"	32	"	" , 74.83	" TO

THE EAST LINE OF SAID LOT 3; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID EAST LINE OF LOT 3, 127.92 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

THE PLAT OF BURBANK TOWN CENTER SUBDIVISION IS NOT RECORDED AS OF APRIL 2, 1984, AND THE CURRENT LEGAL DESCRIPTION OF THE ABOVE DESCRIBED PARCEL IS AS FOLLOWS;

THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS; BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SOUTH CICERO AVENUE, BEING A LINE 50.0 FEET, AS MEASURED AT RIGHT ANGLES, WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST 1/4, WITH THE SOUTH LINE OF THE NORTH 2/12 OF THE SOUTH 60 ACRES OF THE EAST 1/2 OF SAID SOUTHEAST 1/4; THENCE NORTH 89 DEGREES 50 MINUTES 52 SECONDS WEST ALONG SAID LAST DESCRIBED LINE, 201.59 FEET;

THENCE	NORTH	00	DEGREES	20	MINUTES	28	SECONDS	EAST, 60.92	FEET;
"	SOUTH	89	"	39	"	32	"	" , 15.0	" ;
"	NORTH	00	"	20	"	28	"	" , 49.0	" ;
"	SOUTH	89	"	39	"	32	"	" ,111.0	" ;
"	NORTH	00	"	20	"	28	"	" , 18.0	" ;
"	SOUTH	89	"	39	"	32	"	" , 74.83	" TO

THE WEST LINE OF SOUTH CICERO AVENUE, AFORESAID; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID WEST LINE OF SOUTH CICERO AVENUE, 127.92 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

P.I.N. 19-28-401-048-0000

EXHIBIT "A"

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared J.A. Rosenfeld, to me personally known as the President of MSA REALTY CORPORATION, an Indiana Corporation, as General Partner of BURBANK JOINT VENTURE, an Indiana General Partnership, who executed the foregoing instrument for and on behalf of said Corporation by authority of its Board of Directors.

WITNESS my hand and notarial seal this 8th day of May, 1989.

Shelly K. Steinhauer
Notary Public

SHELLY K. STEINHAUER, Notary Public
County of Residence: Marion
My Commission Expires July 28, 1992

STATE OF FLORIDA)
) SS:
COUNTY OF ORANGE)

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Before me, a Notary Public in and for said County and State, personally appeared Richard D. Halterman and Martin N. Goldsmith, to me personally known as the Sr. Vice Pres. and Asst. Secretary, respectively of GENERAL MILLS RESTAURANTS, INC., a Florida Corporation, who executed the foregoing instrument for and on behalf of said Corporation by authority of its Board of Directors.

WITNESS my hand and notarial seal this 3rd day of May, 1989.

Notary Public in and for Orange County, State of Florida
My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires June 9, 1992

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COOK COUNTY RECORDER

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