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92630406

Permanent Tax Numbers:
17-09-458-003
17-09-458-002

NON-DISTURBANCE AND ATTORNTMENT AGREEMENT

17 N. Wells Street
Chicago, IL

90.16942

THIS AGREEMENT dated September 28, 1990, by and between the Board of Education of the City of Chicago, a body politic and corporate ("Landlord"), and Dunkin' Donuts of Illinois, Inc., an Illinois corporation (the "Subtenant").

DEPT-01 RECORDING \$33.00
T#3333 TRAN 2666 08/25/92 15:43:00
#5639 # *-92-630406
COOK COUNTY RECORDER

WITNESSETH:

WHEREAS, Landlord is the holder of a leasehold interest under a certain ground lease (the "Prime Ground Lease") dated January 26, 1987, from American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated April 5, 1985 and known as Trust No. 63999 to Landlord demising a portion (the "Ground Leased Premises") of the land on which is located a parking garage presently known as the Madison-Wells Parking Garage located on the northeast corner of Madison Street and Wells Street, Chicago, Illinois.

WHEREAS, the Ground Leased Premises were subleased to Madison-Wells Partnership, an Illinois limited partnership for a term expiring March 3, 2062, pursuant to that certain Sublease Agreement (the "Underlying Lease") dated January 26, 1987, by and between Landlord, as lessor, and Madison-Wells Partnership, as subtenant ("Sublessor").

WHEREAS, Sublessor has subleased a portion of the Commercial Space (as defined in the Sublease hereinafter described) within the Madison Wells Parking Garage (the "Subleased Premises") to Subtenant for a term of thirteen (13) years expiring July 31, 2003 (the "Sublease").

WHEREAS, the parties hereto desire to assure Subtenant's possession of the Subleased Premises upon the terms and conditions contained in the Sublease, irrespective of termination or expiration of the Underlying Lease.

NOW, THEREFORE, the parties hereto agree as follows:

1. Landlord hereby consents to the execution and deliver of the Sublease.

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Return to: ✓
Sandra Gleed
Lawyers Title Insurance Corp.
225 Franklin Street, 30th fl.
Boston, MA 02110

BOX 334

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2. In the event that the Underlying Lease shall terminate before the expiration of the term of the Sublease for any reason other than termination as a result of condemnation, fire or other casualty, then, so long as the Sublease is in effect and no default exists or event has occurred which would entitle the Sublessor under the Sublease to terminate the Sublease, the Sublease shall continue as a lease between Landlord, as lessor, and Subtenant, as lessee, with the same force and effect as if Landlord, as lessor, and Subtenant, as lessee, had entered into a direct lease as of the date of the termination of the Underlying Lease on the same terms, covenants and conditions as those contained in the Sublease, including the rights of renewal thereunder, if any, for a term equal to the unexpired term of the Sublease, except that Landlord shall not be obligated or liable to Subtenant (a) for any prior act, omission or default on the part of any prior sublessor; or (b) for any offsets or defenses which Subtenant might have against any prior sublessor, or (c) bound by any rent or addition rent which Subtenant might have paid for more than the current month to any prior sublessor, or (d) for any security deposit or any other sums deposited with any prior sublessor under the Sublease and not physically delivered to Landlord or its successors and assigns, or (e) bound by any amendment or modification of the Sublease made without Landlord's prior written consent, or (f) with respect to the construction and completion of any improvements on the Subleased Premises.

3. From and after any such termination of the Underlying Lease, Subtenant shall be bound to Landlord under all of the terms, covenants and conditions of the Sublease for the balance of the term thereof remaining and any extensions or renewals thereof which may be effected in accordance with any option therefor in the Sublease, if any, with the same force and effect as if Landlord were the sublessor under the Sublease, and Subtenant does hereby attorn to Landlord, said attornment to be effective and self-operative without the execution of any further instruments upon such termination of the Underlying Lease. The respective rights and obligations of Subtenant and Landlord upon such attornment, to the extent of the then

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remaining balance of the term of the Sublease, and any such extensions and renewals, if any, shall be and are the same as now set forth in the Sublease except as herein otherwise expressly provided.

4. Subtenant agrees to give Landlord by registered or certified mail, notice of any default by Sublessor under the Sublease and Landlord shall have the right to cure such default within a reasonable period of time following receipt of such notice. The Sublease may not be modified or amended so as to reduce the rent or shorten the term or in any other material respect, nor shall the Sublease be cancelled or surrendered without the prior written consent of Landlord.

5. All notices hereunder shall be (a) in writing and shall be deemed to be given when either (i) delivered in person, (ii) received after deposit in a regularly maintained receptacle of the United States mail as registered or certified mail, postage prepaid, (iii) when received if sent by private courier service or (iv) on the day on which the party to whom such notice is addressed refuses delivery by mail or by private courier service and (b) addressed as follows:

INITIAL

To Landlord: The Board of Education of the City of Chicago
Department of Real Estate Management
1819 West Pershing Road, 6W(c)
Chicago, Illinois 60609

With copy to: Law Department
The Board of Education of the City of Chicago
1819 West Pershing Road
Chicago, Illinois 60609

To Subtenant: 14 Pacella Park Drive
Randolph, Massachusetts 02368
ATTN: VICE PRESIDENT FINANCE

With copy to: 1550 Northwest Highway
Park Ridge, Illinois 60068

or to each such party at such other address as such party may designate in a written notice to the other party.

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6. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

7. The term "Landlord" as used in this Agreement means only the holder of the tenant's interest under the Prime Ground Lease for the time being so that in the event of any transfer of such interest the former holder shall be and is hereby entirely freed and relieved of all covenants and obligations of the Landlord hereunder. The provisions of this agreement shall bind any subsequent holder of the tenant's interest under the Ground Lease.

8. The covenants and agreements herein contained shall apply to, inure to the benefit of and be binding upon the parties hereto and upon their respective successors in interest and legal representatives except as otherwise hereinbefore provided.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

BOARD OF EDUCATION OF THE CITY OF CHICAGO, a body politic and corporate

By: [Signature]
Its: President

Attest:

By: [Signature]

DUNKIN' DONUTS OF ILLINOIS, INC.

By: [Signature]
As: John D. Stefer, Jr.
Senior Vice President

Attest:

By: [Signature]
Robert K. Sawyer, Jr.
Assistant Secretary/Clerk

Approved as to legal form: [Signature]

Attorney for Board of Education of the City of Chicago

Board Authority:
Board Report 86-0625-PE5.
Dated: July 2, 1986

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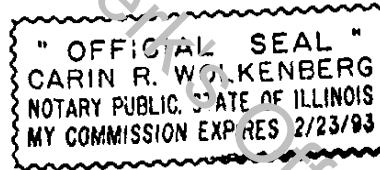
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State of Illinois
County of Cook SS.

On this 28th day of September, 1990, before me appeared Clinton Briscoe, Jr., who, being by me duly sworn, did say that he is the President of Board of Education of the City of Chicago, and that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Clinton Briscoe, Jr. acknowledged said instrument to be the free act and deed of said corporation.

[Signature]
Notary Public

My commission expires: 2-23-93



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When recorded return to:
Dunkin' Donuts
14 Pacella Park Drive
Randolph, MA 02368
Attention: Linda Morris

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PARCEL 1

Leasehold estate created by lease agreement dated January 26, 1987 by and between the Board of Education of the City of Chicago, as Lessor, and Madison-Wells Partnership, an Illinois limited partnership, as Lessee, a memorandum of which lease was recorded on March 6, 1987 as document 87,125,746, demising and leasing for a term of 75 years the following described premises, to wit:

Lot 5 (except that part thereof taken for widening Madison Street) in Block 55 in the original town of Chicago, Section 9, Township 39 North, Range 14, East of the third principal meridian, in Cook County, Illinois.

ALSO

PARCEL 2

Sub-leasehold estate created by Sub-lease Agreement dated January 26, 1987 by and between the Board of Education of the City of Chicago, as Sub-lessor, and Madison-Wells Partnership, an Illinois limited partnership, as Sub-lessee, a memorandum of which Sub-lease was recorded on March 6, 1987 as document 87,125,748, demising and sub-leasing for a term of 74 years and 364 days the following described premises, to wit:

Lot 6 (except that part thereof taken for widening Madison Street) in Block 55 in the original town of Chicago, Section 9, Township 39 North, Range 14, East of the third principal meridian, in Cook County, Illinois.

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