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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT

THIS AGREEMENT is entered into as of this 30th day of September, 1994 by and between WHOLE FOODS MARKET SOUTHWEST, INC., a Texas corporation ("Tenant"), with a mailing address at 2950 North Oakley, Chicago, Illinois 60618; WHOLE FOODS MARKET, INC., a Texas corporation ("Guarantor"), having its principal place of business at 1705 Capital of Texas Highway South, Suite 400, Austin, Texas 78746, Attention: Chief Financial Officer; BELMONT NATIONAL BANK, a national banking corporation ("Mortgagee"), having its principal place of business at 3179 North Clark Street, Chicago, Illinois 60657; and F&H INVESTMENTS, L.L.C., an Illinois limited liability company ("Landlord"), with a mailing address of Attn: David E. Frankson, 875 Hillcrest Lane, Oregon, WI 53575-2676.

Handwritten initials/signature

RECITALS:

WHEREAS, Tenant has entered into that certain Lease dated July 13, 1994 (the "Lease") pursuant to which Tenant has leased certain premises (the "Leased Premises") located on the real estate legally described in Exhibit "A" attached hereto and made a part hereof (the "Real Estate"); and

WHEREAS, Guarantor has executed and delivered to Landlord that certain Guaranty dated July 9, 1994 (the "Guaranty") pursuant to which Guarantor has guaranteed the payment and performance of all of Tenant's obligations under the Lease; and

WHEREAS, Landlord has executed and delivered to Mortgagee that certain Mortgage, Security Agreement and Fixture Financing Statement (the "Mortgage") encumbering the Real Estate to secure indebtedness to the Mortgagee in the original principal amount of One Million Four Hundred Twenty-Five Thousand Dollars (\$1,425,000.00) (the "Loan"); and

WHEREAS, as additional security for the repayment of the Loan, Landlord has executed and delivered to Mortgagee that certain Assignment of Rents and Leases (the "Assignment"), as well as that certain Lockbox and Blocked Account and Pledge Agreement (the "Lockbox Agreement"); and

WHEREAS, Mortgagee, as a condition to making the Loan, has required the execution of this Agreement;

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This instrument was prepared by, and after recording should be returned to:

Peter E. Manis
Holleb & Coff
55 E. Monroe Street - Suite 4100
Chicago, Illinois 60603

BOX 333-CTI

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NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants and agreements herein contained and to induce Mortgagee to make said mortgage loan upon the Real Estate and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby covenant and agree as follows:

1. Tenant shall use all reasonable efforts to notify Mortgagee in writing of any amendment or modification to the Lease, and acknowledges and agrees that any amendment or modification to the Lease without the prior written consent of Mortgagee shall constitute a default under the terms of Mortgage.

2. Prior to pursuing any remedy available to Tenant under the Lease (other than Tenant's right to cure such default as provided in Section 10.02(i) and Article VIII of the Lease), at law or in equity which Tenant may have as a result of any failure of Landlord to perform or observe any covenant, condition, provision or obligation to be performed or observed by Landlord under the Lease (any such failure hereinafter referred to as a "Landlord's Default"), Tenant shall provide Mortgagee with a notice of Landlord's Default (the "Notice of Landlord's Default"), which notice may be sent concurrently with any similar notice to Landlord, specifying the nature thereof, the section of the Lease under which the same arose and the remedy which Tenant will elect under the terms of the Lease or otherwise, and shall give Mortgagee the following periods of time, respectively, to respond to Tenant's Notice of Landlord's Default and to elect to cure or attempt to cure Landlord's Default or not to do so:

(a) for a Landlord's Default which can be cured by the payment of money, Mortgagee shall have five (5) business days within which to respond to Tenant's Notice of Landlord's Default and, if it elects to cure, Mortgagee shall have five (5) additional business days within which to effectuate a cure; and

(b) for a Landlord's Default which cannot be cured by the payment of money, Mortgagee shall have ten (10) business days within which to respond to Tenant's Notice of Landlord's Default and, if it elects to cure, Mortgagee shall have thirty (30) additional business days within which to commence to cure Landlord's Default and thereafter diligently proceed to complete such cure.

Tenant shall not pursue any remedy available to it, other than Tenant's right to cure such default as provided in Section 10.02(i) and Article VIII of the Lease, as a result of any Landlord's Default unless (i) Mortgagee fails to respond to Tenant's Notice of Landlord's Default within the respective time periods set forth above or Mortgagee responds to Tenant's Notice of Landlord's Default by stating that it elects not to cure, (ii) Mortgagee fails

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to cure Landlord's Default within the time period set forth above, in the case of a Landlord's Default capable of cure by the payment of money, or (iii) Mortgagee fails to commence within the time period set forth above or thereafter fails to diligently pursue a cure of any Landlord's Default not capable of being cured by the payment of money.

3. The Lease is and shall be subject and subordinate to the Mortgage and to all renewals, modifications, consolidations, replacements, and extensions for or of the Mortgage, to the full extent of the principal sum together with interest and all other amounts secured thereby.

4. So long as Tenant is not in default under the terms of the Lease beyond any applicable notice and cure period, in the event that Mortgagee elects to foreclose the Mortgage, Mortgagee will recognize Tenant's rights under the Lease (as amended from time to time with Mortgagee's consent) and will not join Tenant as a party defendant in any foreclosure proceedings, and any purchaser at any foreclosure sale is hereby notified that it shall acquire the Real Estate subject to the terms thereof. In the event that Tenant has amended the Lease without the prior written consent of Mortgagee, Mortgagee will not be bound by any such amendment.

5. Tenant and Guarantor acknowledge and agree that pursuant to the terms of the Assignment, Landlord has assigned the Lease to Mortgagee and the rents due and collected in connection therewith, and hereby waive notice of acceptance thereof by Mortgagee.

6. Tenant and Guarantor acknowledge and agree that pursuant to the terms of the Lockbox Agreement, Landlord hereby authorizes and instructs Tenant and Guarantor to pay all payments owed to Landlord under the Lease directly into the "lockbox", as said term is defined in the Lockbox Agreement, and Tenant and Guarantor hereby covenant and agree to make all such payments directly into said Lockbox in accordance with and subject to all of the terms and provisions set forth in the Lockbox Agreement until such time as all indebtedness owed to Mortgagee has been repaid in full. Landlord acknowledges that all sums paid by Tenant to Mortgagee pursuant to said Lockbox Agreement shall be credited toward Tenant's obligations under the Lease in the same manner as if said amounts had been paid to Landlord.

7. In the event that Mortgagee shall, in accordance with the foregoing, succeed to the interest of Landlord under the Lease, Mortgagee, its successors and assigns, including any purchaser of the Real Estate at any foreclosure sale, agree to be bound to Tenant under all of the covenants, provisions and conditions of the Lease (as amended from time to time with Mortgagee's consent), and Tenant and Guarantor agree, from and after such event, to attorn to Mortgagee, any purchaser at any foreclosure sale of the Real Estate, or both, all rights of Mortgagee, as successor to Landlord,

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all obligations of Tenant under the Lease, and all obligations of Guarantor under the Guaranty, to continue as though the interest of Landlord has not terminated or such foreclosure proceedings had not been brought, and Tenant shall have the same rights as contained in the Lease (as amended from time to time with Mortgagee's consent); provided, however, that Mortgagee shall not be:

(a) liable for any act or omission of any prior landlord (including Landlord);

(b) subject to any defenses which Tenant or Guarantor might have against any prior landlord (including Landlord), or any offsets against any prior landlord except as specifically permitted under the terms of the Lease;

(c) bound by any rent or additional rent which the Tenant might have paid for more than the current month to any prior landlord (including Landlord);

(d) bound by any amendment or modification of the Lease made without Lender's written consent subsequent to the date hereof; or

(e) liable for any security deposits which the Tenant might have paid to any prior landlord (including Landlord) unless and until Mortgagee has collected or received any such security deposits.

8. Notwithstanding anything to the contrary contained in the Assignment or any of the other Loan Documents, Landlord and Tenant covenant and agree that Lender may, in its sole discretion, elect to cure any default by Landlord under the Lease on Landlord's behalf in accordance with the provisions of the Lease, and Landlord covenants and agrees that any and all costs and expenses incurred by Lender in connection with any such cure, including without limitation attorney's fees and court costs, shall constitute additional indebtedness owed by Landlord to Lender and shall be secured by the Mortgage and all of the other Loan Documents.

9. Any notice required or desired to be given under this Agreement shall be in writing and shall be deemed given either when personally delivered and receipted for or three (3) business days subsequent to when mailed by certified mail return receipt requested, postage prepaid, addressed as follows:

To Tenant: Whole Foods Market Southwest, Inc
2950 North Oakley
Chicago, Illinois 60618
Attention: Team Leader

with copies to: Whole Foods Market, Inc.
1000 West North Avenue

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Suite A-303
Chicago, Illinois 60622

and

Whole Foods Market, Inc.
1705 Capital of Texas
Highway South
Suite 400
Austin, Texas 78746
Attention: Chief Financial Officer

To Guarantor:

Whole Foods Market, Inc.
1705 Capital of Texas
Highway South
Suite 400
Austin, Texas 78746
Attention: Chief Financial Officer

To Mortgagee:

Belmont National Bank
3179 North Clark Street
Chicago, Illinois 60657
Attn: Senior Loan Officer

with a copy to:

Holleb & Coff
55 E. Monroe Street - Suite 4100
Chicago, Illinois 60603
Attn: Peter E. Manis

To Landlord:

F&A Investments, L.L.C.
Attn: David E. Frankson
875 Hillcrest Lane
Oregon, WI 53575-2676

with a copy to:

Goldberg, Kohn, Bell, Black,
Rosenblum & Moritz
55 East Monroe Street
Suite 3700
Chicago, Illinois 60603
Attn: Bruce M. Chanon

Any party may at any time and from time to time (by providing notice to the other parties in the manner set forth above) designate a different address or person, or both, to whom such notices may be sent.

10. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns (including, to the extent permitted by law, any purchaser of the Real Estate at foreclosure sale) and any nominees of Mortgagee, who are entitled to rely upon the foregoing statements. This Agreement has been delivered in and shall be governed by the laws of the State of Illinois.

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IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

TENANT:

WHOLE FOODS MARKET SOUTHWEST, INC.,
a Texas corporation

By: Blenda Janson
Title: VP/COO

GUARANTOR:

WHOLE FOODS MARKET, INC.,
a Texas corporation

By: Blenda Janson
Title: VP/COO

LANDLORD:

F&K INVESTMENTS, L.L.C., an Illinois
limited liability company

By: David E. Frankson
David E. Frankson,
Authorized Member

MORTGAGEE:

BELMONT NATIONAL BANK, a national
banking corporation

By: John M. Lawrence
Title: Executive Vice President

COOK COUNTY, ILLINOIS

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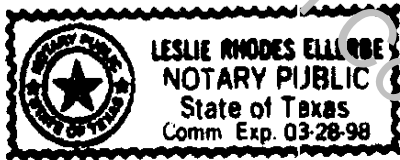
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STATE OF ~~ILLINOIS~~ ^{TEXAS})
COUNTY OF TRAVIS) SS.

I, LESLIE RHODES ELLERBE, a Notary Public in and for said County in the State aforesaid, do hereby certify that GLENDA FLANAGAN, the VP/CEO of Whole Foods Market Southwest, 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 they signed and delivered such instrument as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes set forth therein set forth.

Given under my hand and notarial seal on SEPTEMBER 29, 1994.

Leslie Rhodes Ellerbe
Notary Public

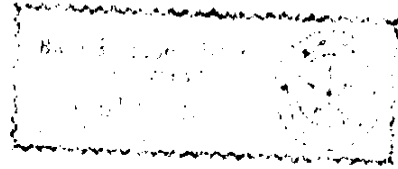


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TEXAS
 STATE OF ILLINOIS)
) SS.
 COUNTY OF TRAVIS)

I, LESLIE RHODES ELLERBE, a Notary Public in and for said County in the State aforesaid, do hereby certify that GLENDA FLANAGAN, the VP/CEO of Whole Foods Market, 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 they signed and delivered such instrument as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes set forth therein set forth.

Given under my hand and notarial seal on SEPTEMBER 29, 1994.

Leslie Rhodes Ellerbe
 Notary Public

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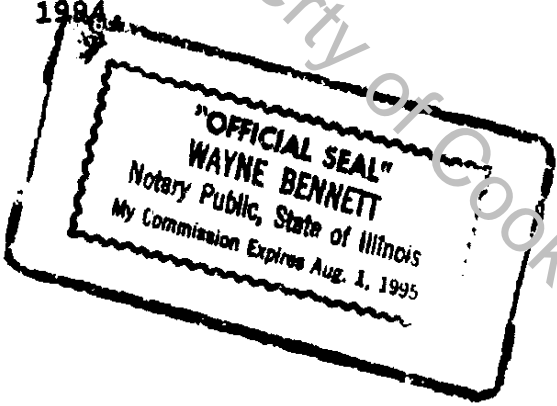
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STATE OF ILLINOIS)
COUNTY OF COOK) SS.

I, WAYNE BENNETT, a Notary Public in and for said County in the State aforesaid, do hereby certify that David E. Frankson, the authorized member of F&H Investments, L.L.C., 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 has signed and delivered such instrument as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes set forth therein set forth.

Given under my hand and notarial seal on SEPTEMBER 30, 1984.



Wayne Bennett
Notary Public

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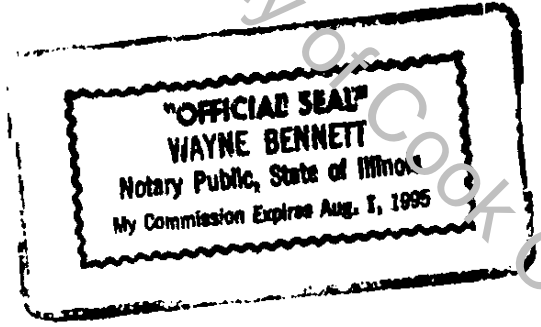
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STATE OF ILLINOIS)
COUNTY OF COOK) SS.

I, WAYNE BENNETT, a Notary Public in and for said County in the State aforesaid, do hereby certify that JAMES MURNANE, the EXECUTIVE VICE PRES. of Belmont National Bank, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such , appeared before me this day in person and acknowledged that he has signed and delivered the said instrument as his 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 30th day of SEPTEMBER, 1994.

Wayne Bennett
Notary Public



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EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1:

THE SOUTH 5 FEET OF LOT 29 AND ALL OF LOTS 30 TO 36, INCLUSIVE; ALSO THAT PART OF LOTS 41 AND 42 LYING SOUTH OF THE NORTH LINE OF SAID LOT 29 EXTENDED WEST TO THE NORTH BRANCH OF THE CHICAGO RIVER AND NORTH OF THE SOUTH LINE OF SAID LOT 36 EXTENDED WEST TO THE NORTH BRANCH OF THE CHICAGO RIVER; AND ALSO THE VACATED ALLEY WEST OF AND ADJOINING THE SOUTH 5 FEET OF SAID LOT 29 AND WEST OF AND ADJOINING SAID LOTS 30 TO 36 AND LYING SOUTH OF THE NORTH LINE OF THE SOUTH 5 FEET OF SAID LOT 29 PRODUCED WEST TO THE EAST LINE OF SAID LOT 41; ALL IN BLOCK 10 IN CLYBOURN AVENUE ADDITION TO LAKEVIEW AND CHICAGO IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 37, 38, 39 AND 40 AND THAT PART OF LOT 41 LYING SOUTH OF THE NORTH LINE OF LOT 37 EXTENDED WEST TO THE DOCK LINE OF THE NORTH BRANCH OF CHICAGO RIVER, ALL IN BLOCK 10 IN CLYBOURN AVENUE ADDITION TO LAKEVIEW AND CHICAGO, BEING A SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

ALL THAT PART OF THE NORTH AND SOUTH 20-FOOT VACATED PUBLIC ALLEY WEST OF AND ADJOINING THE WEST LINE OF LOTS 37, 38 AND 39 EAST OF AND ADJOINING THE EAST LINE OF LOT 41 LYING SOUTH OF THE NORTH LINE OF SAID LOT 37 EXTENDED WESTERLY TO THE WEST LINE OF SAID NORTH AND SOUTH 20-FOOT VACATED PUBLIC ALLEY; ALSO ALL OF THE 20-FOOT PUBLIC ALLEY RUNNING IN NORTHWESTERLY DIRECTION SOUTHWESTERLY OF AND ADJOINING THE SOUTHWESTERLY LINE OF LOT 39 AND NORTHEASTERLY OF AND ADJOINING THE NORTHEASTERLY LINE OF LOT 41.

PARCEL 4:

ALL OF THE EAST AND WEST VACATED 20-FOOT PUBLIC ALLEY SOUTH OF AND ADJOINING THE SOUTH LINE OF LOT 39 AND NORTH OF AND ADJOINING THE NORTH LINE OF LOT 40 IN BLOCK 10 IN CLYBOURN AVENUE ADDITION TO LAKEVIEW AND CHICAGO IN THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PARTS OF SAID VACATED ALLEY BEING FURTHER DESCRIBED AS ALL OF THE FIRST EAST AND WEST PUBLIC ALLEY NORTH OF THE NORTHERLY LINE OF THE NORTH BRANCH OF CHICAGO RIVER; ALSO ALL OF THE VACATED ALLEY RUNNING IN A NORTHWESTERLY DIRECTION AND THE SOUTH 75 FEET MORE OR LESS MEASURED ON THE EAST LINE OF THE FIRST NORTH AND SOUTH VACATED

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PUBLIC ALLEY WEST OF NORTH OAKLEY AVENUE IN THE BLOCK BOUNDED BY NELSON STREET, THE NORTHERLY LINE OF THE NORTH BRANCH OF CHICAGO RIVER, NORTH OAKLEY AVENUE, NORTH WESTERN AVENUE, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 2900-2950 North Oakley
Chicago, Illinois

PERMANENT INDEX NO.S: 14-30-113-030, -031, -032, -033, -034, -035,
and -036

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