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DEPT-01 RECORDING 107.50
 NON-DISTURBANCE, ATTORNMENT 12222 TRAN 6710 02/18/94 16:04:00
 ESTOPPEL AND SUBORDINATION AGREEMENT 10584 PRE #-74-163277
 COOK COUNTY RECORDER

THIS NON-DISTURBANCE, ATTORNMENT, ESTOPPEL AND SUBORDINATION AGREEMENT is made and entered into as of November 18, 1992, by and among AEW #200 TRUST, a Massachusetts nominee trust ("Mortgagee"), WABAN INC., a Delaware corporation ("Lessee"), and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, as Trustee under a Trust Agreement dated June 24, 1991, and known as Trust No. 113337-05 ("Lessor").

RECITALS

- A. Mortgagee intends to loan to Lessor the principal sum of Fourteen Million Five Hundred Thousand and No/100 Dollars (\$14,500,000), such loan to be evidenced by a Promissory Note and to be secured by a Mortgage and Security Agreement (the "Mortgage"), which Mortgage will constitute a lien or encumbrance on that certain real property more particularly described therein (the "Property"). and as Exhibit A attached hereto
- B. Lessee is the holder of a leasehold estate covering the Property (the "Demised Premises") pursuant to the terms of that certain lease dated November 7, 1991, as amended by Amendment A dated NOV. 10, 1992 (the "Lease").
- C. Lessee, Lessor and Mortgagee desire to confirm their understanding with respect to the Lease and the Mortgage.

AGREEMENT

- 1. Lessee's possession and occupancy of the Demised Premises and its rights under the Lease shall not be interfered with or disturbed by Mortgagee during the term of the Lease or any extension thereof duly exercised by Lessee, except in accordance with the Lease.
- 2. If the interests of any prior lessor under the Lease (including Lessor) shall be transferred to and/or owned by Mortgagee by reason of judicial foreclosure, power-of-sale foreclosure or other proceedings brought by it, Lessee shall be bound to Mortgagee under all of the terms, covenants and conditions of the Lease for the balance of the remaining term thereof and any extension thereof duly exercised by Lessee, with the same force and effect as if Mortgagee were the lessor under the Lease, and Lessee does hereby attorn to Mortgagee as its lessor, said attornment to be effective and self-operative without the execution of any further instruments on the part of any of the

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 8/21/94
 11/17/92
 11/12/92

11/20/92

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Mortgagee shall have agreed with Lessee, in writing in recordable form, that such transferee shall thereafter be liable and responsible for performing and observing all of the terms and conditions on the part of the Lessor to be performed or observed under this Agreement.

4. Subject to the terms of this Agreement (including but not limited to those in Section 2 hereof), the Lease now is, and shall at all times continue to be, subordinate to the lien of the Mortgage and to any and all renewals, modifications, extensions, substitutions and/or consolidations of the Mortgage.
5. The term "Mortgagee" shall be deemed to include Mortgagee or any of its successors and assigns, including anyone who shall have succeeded to the Lessor's interest under the Lease by, through or under judicial foreclosure, or power-of-sale foreclosure or other proceedings brought pursuant to the Mortgage, as aforesaid.
6. Lessor and Lessee certify to Mortgagee as follows: (a) that the Lease is presently in full force and effect and unmodified or changed; (b) that to the best of their respective knowledge Lessor has completed "Landlord's Construction Work" (as defined in the Lease) in accordance with the terms of the Lease and Lessee is in possession of the Demised Premises; (c) that the "Commencement Date" (as defined in the Lease) was September 4, 1992 and that Lessee's obligation to pay rent under the Lease commenced as of such date; (d) that the Demised Premises consist of approximately 109, 952 square feet of floor area and that the initial minimum rent under the Lease is \$934,592 per year; (e) that minimum rent has been paid through November 30, 1992; (f) that any termination right, rental abatement right or rental offset right set forth in Section 4.4, 4.6, 4.7 or 4.8 of the Lease has been terminated or waived; (g) that no rent under the Lease has been paid more than one month in advance of its due date; (h) that, to their respective knowledge, no default exists under the Lease on the part of Lessor or Lessee; (i) that Lessee, as of this date, has no charge, lien or claim of offset under the Lease or otherwise, against rents or other charges due or to become due thereunder; (j) that the Lease constitutes the entire rental agreement between the parties and that Mortgagee shall have no liability or responsibility with respect to any security deposit of Lessee; (k) that Lessee has no right or interest in or under any contract, option or agreement involving the sale of the Demised Premises; and (l) that to the best of Lessee's knowledge, as of this date, no right of termination, rental abatement or rental offset has accrued under Section 4.5 of the Lease.

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7. In the event Lessor shall fail to perform or observe any of the terms, conditions or agreements in the Lease, Lessee shall give Mortgagee a copy of any written notice thereof sent to Lessor and Mortgagee shall have the right (but not the obligations) to cure such failure, and Lessee shall not take any action with respect to such failure under the Lease, including without limitation any action in order to terminate, rescind or avoid the Lease or to withhold any rent thereunder, for the same period of time after Mortgagee's receipt of such copy as is allowed to Lessor under the Lease for the curing thereof after receipt of such notice thereof.
8. This Agreement may not be modified orally or in any other manner than by an agreement in writing signed by the parties hereto and their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.
9. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement, binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.
10. All notices or other communications required or permitted to be given pursuant to the provisions hereof shall be in writing and shall be considered properly given if mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, or by prepaid telegram or telex, or by telephone facsimile, or by prepaid overnight delivery service which delivers only upon signed receipt of the addressee. Notice so mailed shall be effective on the third day after deposit in the mails. Notice given in any other manner shall be effective only if and when received by the addressee. For purposes of notice, the addresses of the parties shall be:

Lessor: American National Bank and Trust
Company of Chicago Trust No. 112327-05.
c/o Hiffman Shaffer Anderson, Inc.
180 North Wacker Dr., Suite 500
Chicago, Illinois 60606

Mortgagee: AEW #200 Trust
c/o Aldrich, Eastman & Waltch, L.P.
225 Franklin Street
Boston, MA 02110
Attention: J. Grant Monahan

with a copy to: Hill & Barlow Corporation
One International Place
Boston, MA 02110
Attention: Gregory P. Bialecki, Esq.

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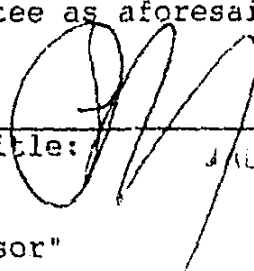
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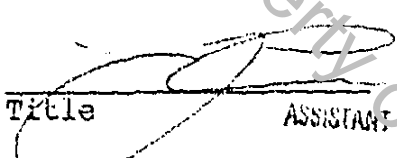
AMERICAN NATIONAL BANK AND TRUST COMPANY OF
CHICAGO, not personally but solely as
Trustee as aforesaid

By: 
Title: _____ TRUST OFFICER

"Lessor"

(Seal)

Attest:


Title _____ ASSISTANT SECRETARY
BIAL/AEWBSC/AAO

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK

January 24, 1994

I, Ruth Manning, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Mark P. Snyderman, personally known to me to be trustee of AEW #200 Trust, a Massachusetts nominee trust, and 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 as such trustee of said trust, he signed and delivered the said instrument as his free and voluntary act and deed and as the free and voluntary act and deed of said trust, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 24th day of January, 1994.

Ruth S. Manning
Notary Public

My Commission Expires: 2/5/99

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STATE OF ILLINOIS }
COUNTY OF COOK } SS

I, L. M. SOVIENSKI, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Gregory S. Kaspry as SECOND VICE PRESIDENT President and JUDITH CRAVEN as SECRETARY of American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated June 24, 1991 and known as Trust No. 113337-05, who are personally known to me to be the same persons whose names we subscribed to the foregoing instrument as such President and Secretary of said Corporation, respectively, appeared before me this day in person and acknowledged that, pursuant to authority given by the Board of Directors of said corporation, they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said Corporation for uses and purposes set forth therein; and said Secretary did then and there acknowledge that he, as custodian of the corporate seal of said Corporation did affix the corporate seal of said Corporation to said instrument as his free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes set forth therein.

Witness my hand and notarial seal this FEB 8 1994 day of _____, 1993.

L. M. Sovieniski
Notary Public

My Commission Expires

(Seal)



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EXHIBIT A

Legal Description

PARCEL 1:

LOTS 3 AND 4 IN BEDFORD CITY SQUARE RESUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN RECORDED JUNE 10, 1992 AS DOCUMENT NUMBER 92413208, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENTS FOR INGRESS, EGRESS, UTILITIES, AND PARKING, AS DESCRIBED IN THAT CERTAIN OPERATION AND EASEMENT AGREEMENT DATED FEBRUARY 12, 1992 AND RECORDED ON FEBRUARY 20, 1992, WITH THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 92-106810 AND AS AMENDED BY AMENDMENT DATED AUGUST 29, 1992 RECORDED OCTOBER 30, 1992 AS DOCUMENT NUMBER 92809625, OVER, UPON AND ACROSS THE FOLLOWING PARCEL OF LAND:

LOTS 1 AND 2 IN BEDFORD CITY SQUARE, BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. Nos.: 19-28-201-006
19-28-201-009
19-28-201-013
19-28-201-014
19-28-201-015
19-28-201-016
19-28-201-020
19-28-201-030
19-28-201-031

Common Address: Bedford City Square Shopping Center
Bedford Park, Illinois

Return to:
First American Title
100 N. LaSalle
Ste. 2115
Chicago, IL

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