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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 199_, between ORIX Real Estate Equities, Inc., a Delaware Corporation, having its principal offices at 100 N. Riverside Plaza, Suite 1400 Chicago, IL 60606

(hereinafter called "Mortgagee"), and Fresh Fields Markets, Inc., a Delaware corporation, having its principal offices at 4948 Bolling Brook Parkway, Rockville, Maryland 20852

(hereinafter called "Tenant"):

95494209

WITNESSETH:

WHEREAS Tenant has entered into a certain Lease Agreement dated February 24, 1995 (the "Lease") with ORIX TMK Northbrook Venture II, an Illinois general partnership (hereinafter called "Landlord"), covering premises (the "Demised Premises") in a certain shopping center known as the Village Square of Northbrook Shopping Center (the "Shopping Center") and located in the City of Northbrook, County of Cook, State of Illinois, a legal description of said Shopping Center being attached hereto as Exhibit A and made a part hereof; and

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WHEREAS, Mortgagee has made or has agreed to make a loan in the original principal amount of \$ 46.22 Million to Landlord, said loan being secured by a mortgage or deed of trust covering said Shopping Center real property (the "Mortgage"); and

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42666 + 13 4-95-494209
COOK COUNTY RECORDER
432.00

WHEREAS, the parties desire to set forth their agreement as to their respective rights and priorities as hereinafter set forth.

NOW THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) by each party in hand paid to the other, the receipt of which is hereby acknowledged, it is hereby agreed as follows:

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1. The Lease is and shall be subject and subordinate to the Mortgage insofar as it affects the real property of which the Demised Premises forms a part, and to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of the principal sum secured thereby and interest thereon, provided that the same shall in no way expand or enlarge Tenant's obligations under and pursuant to the Lease.

2. Tenant agrees that, upon written notice from Mortgagee, it will attorn to and recognize any purchaser at a foreclosure sale under the Mortgage or any transferee who acquires the Shopping Center by deed in lieu of foreclosure as its landlord for the unexpired balance (and any extensions, if exercised) of the Term

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said Lease, upon the same terms and conditions set forth in the Lease.

3. As long as Tenant is not in default beyond any cure period provided in the Lease in either the payment of rent or additional rent or in the performance of any of the terms, covenants or conditions of the Lease on Tenant's part to be performed, Tenant's possession of the Demised Premises and Tenant's rights and privileges under the Lease, or any extensions or renewals thereof which may be effected in accordance with any option thereof in the Lease, shall not be diminished or interfered with by Mortgagee, and Tenant's occupancy of the Demised Premises shall not be disturbed by Mortgagee for any reason whatsoever during the Term of the Lease or any such extensions or renewals thereof.

4. In the event that it should become necessary to foreclose the Mortgage, and so long as Tenant is not in default under any of the terms, covenants or conditions of the Lease beyond any cure period provided in the Lease, Mortgagee will neither terminate the Lease through foreclosure sale or by deed in lieu thereof, nor join Tenant in summary or foreclosure proceedings, nor disturb the quiet enjoyment or peaceable possession of Tenant under the Lease.

5. In the event that Mortgagee or any purchaser at a foreclosure sale or any transferee who acquires the Shopping Center by deed in lieu of foreclosure shall succeed to the interest of Landlord under the Lease, Mortgagee, such purchaser or transferee agrees to be bound to Tenant under all of the terms, covenants and conditions of the Lease, and Tenant shall thereafter have the same remedies against Mortgagee, such purchaser or transferee for any breach or noncompliance with any provision in the Lease that Tenant would have had under the Lease against Landlord if Mortgagee, such purchaser or transferee had not succeeded to the interest of Landlord, provided that Mortgagee, such purchaser or transferee shall not be

- (a) liable for any act or omission of any prior landlord (including Landlord), but this limitation shall in no way be deemed or construed to release Mortgagee from liability or responsibility as successor landlord under the Lease for its own default of the same or a similar nature to the pre-existing default of the prior landlord (including Landlord); or
- (b) subject to any offsets or defenses which Tenant might have against any prior landlord (including Landlord); or

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

6. Nothing herein shall obligate Tenant to pay rent or otherwise accrue to Mortgagee or to any purchaser or transferee pursuant to Section 2 hereof, until Tenant receives written notice from Mortgagee.

7. Tenant agrees that it will not, without the prior written consent of Mortgagee, which consent shall not be unreasonably withheld, delayed or denied, (a) amend or modify the Lease or any extensions or renewals thereof in such a way as to reduce the rent, accelerate rent payments, shorten the original term, or change any extension option; (b) terminate the Lease except as provided by its terms or permitted by law; (c) accept a premature surrender of the Lease by Landlord; or (d) make a prepayment in excess of one month of any rent thereunder.

8. Tenant shall, from time to time, deliver such certificates, in form and substance satisfactory to Tenant in its reasonable discretion, as Mortgagee shall request as to the continuance of the Lease in effect, as to payment of rents thereunder, and as to such related matters as Mortgagee shall reasonably request.

9. Tenant shall promptly notify Mortgagee of the occurrence of any default or event of default by Landlord under the Lease.

10. Mortgagee shall apply any casualty or condemnation proceeds to the restoration of the Demised Premises and/or the Common Area as provided for in the Lease, notwithstanding any provisions in the Mortgage to the contrary.

11. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

12. This Agreement may be executed in separate counterparts, all of which shall constitute a single instrument.

13. Notices to Tenant hereunder shall be sent to Fresh Fields Markets, Inc., 4948 Boiling Brook Parkway, Rockville, Maryland 20852, Attention: Maurice Kreindler, with a copy to Tenant's Legal Department at Kear & Hughes, 4085 Chain Bridge Rd., Suite 300, Fairfax, Virginia 22031, or to such other person or address as Tenant shall subsequently designate in writing to Mortgagee. Notices to Mortgagee hereunder shall be sent to ORIX Real Estate Equities, Inc., 100 N. Riverside Plaza, Suite 1400, Chicago, Illinois 60606, Attention: James H. Purinton, or to such other person or address as Mortgagee shall subsequently designate in writing to Tenant. Notices shall be either personally delivered or sent by certified mail, return receipt requested, and shall be effective upon receipt by the party to whom addressed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly-executed and delivered in their respective

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Attn:
Maria
Kear

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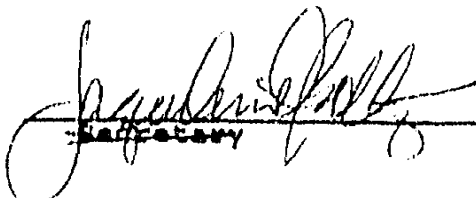
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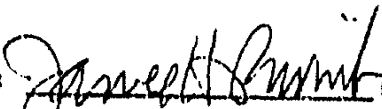
names by their duly-authorized representatives, effective as of the day and year first above written.

Witness or ~~Attest~~

ORIX Real Estate Equities, Inc.
(Mortgagee)




Secretary
(CORPORATE SEAL)

By:  (SEAL)
Title: Exec. VP

Attest.



(Tenant)



Secretary
(CORPORATE SEAL)

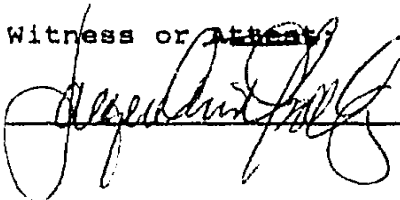
By: MARC ORWAN
Title: PRESIDENT

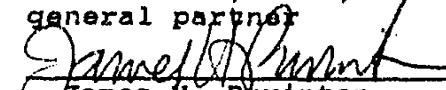
Landlord:

ORIX TMK NORTHBROOK VENTURE II

Witness or ~~Attest~~

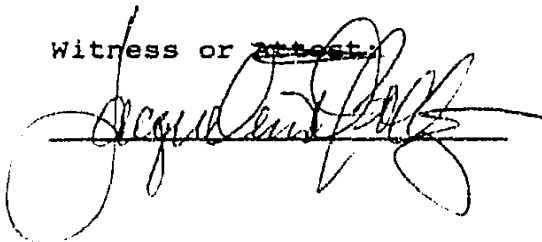
By: ORIX Skokie, Inc., its
general partner



By: 
James H. Purinton
Executive Vice President

Witness or ~~Attest~~

By: TM Development of
Northbrook II, Inc., its
general partner



By: 
Terence M. King
President

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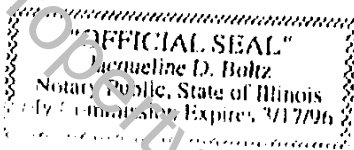
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MORTGAGEE'S ACKNOWLEDGMENT

STATE OF ILLINOIS)
COUNTY OF COOK) ss:

Before me, a Notary Public in and for said County and State, did personally appear James H. Porvintin who acknowledged himself to be the Exec. Vice President of ORIX Real Estate Equities, Inc. a Delaware Corp. and that he did execute the foregoing Subordination, Non-Disturbance and Attornment Agreement on behalf of said Corp., being authorized so to do by signing his name, and that said execution is the free and voluntary act and deed of said Corp.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 28th day of March, 1995.



Jacqueline Boltz
Notary Public
My Commission expires: 3-17-96

TENANT'S ACKNOWLEDGMENT

STATE OF Maryland)
COUNTY OF Montgomery) ss:

Before me, a Notary Public in and for said County and State, did personally appear Mark Ordut, who acknowledged himself to be President of Forest Ficus Marking, Inc. a corporation, and that he did execute the foregoing Subordination, Non-Disturbance and Attornment Agreement on behalf of said corporation, being authorized so to do by signing his name, and that said execution is the free and voluntary act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 3rd day of April, 1995.

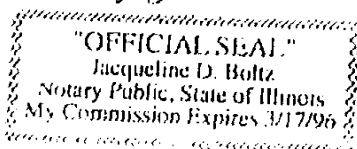
Sharon Carpenter
Notary Public
My Commission expires: 7/1/198

LANDLORD'S ACKNOWLEDGMENT

STATE OF ILLINOIS)
COUNTY OF COOK) ss:

Before me, a Notary Public in and for said County and State, did personally appear James H. Porvintin, who acknowledged himself to be the Exec. Vice President of ORIX Skokie, Inc., a Illinois Corporation and that he did execute the foregoing Subordination, Non-Disturbance and Attornment Agreement on behalf of said Corporation, being authorized so to do by signing his name, and that said execution is the free and voluntary act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 28th day of March, 1995.



Jacqueline Boltz
Notary Public
My Commission expires: 3-17-96

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SCHEDULE A

DESCRIPTION OF PROPERTY AND PLOT PLAN:

Attached to and forming a part of that certain Subordination, Non-Disturbance and Attornment Agreement executed under date of March 28, 1995, by and between ORIX TMK Northbrook Venture II, an Illinois general partnership, as Landlord, and Fresh Fields Markets, Inc. as Tenant.

1. **Shopping Center.** The Premises are a part of the Shopping Center situated in the Village of Northbrook, County of Cook, State of Illinois, and now commonly known as Village Square of Northbrook Shopping Center. The Shopping Center is located within the outer limits of the Shopping Center Area shown on the plot plan attached hereto, and made a part hereof ("Plot Plan"). The legal description of the Shopping Center Area is set forth herein. Landlord has the right to change the name of the Shopping Center.

2. **Premises.** The Premises are that portion of the Landlord's Building shown on the Plot Plan and designated as the "Premises". The address of the Shopping Center is 133 North Skokie Blvd., Northbrook, Illinois.

3. **Permanent Index Numbers:**

- 04-02-107-033
- 04-02-104-001 to 015
- 04-02-106-001 to 002
- 04-02-107-009
- 04-02-200-005 to 007
- 04-02-202-030
- 04-02-203-004

This instrument was prepared by and when recorded return to:
Clement J. Carroll, Jr.
Bailey, Borlack, Nadelhoffer & Carroll
135 South LaSalle Street, Suite 2000
Chicago, Illinois 60603

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SUBDIVISION DESCRIPTION

LOT 3 AND PART OF LOT 2 IN DAGGITT'S SUBDIVISION, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 21, 1959 AS DOCUMENT 17544757, AND ALSO OF GOVERNMENT LOT 2 OF THE NORTHEAST QUARTER OF SECTION 2 AFORESAID, AND ALSO OF MANUS NORTH SHORE TERRACE SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 2 AFORESAID, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 25, 1924 AS DOCUMENT NO. 8384730, AND ALSO OF VACATED STREETS AND ALLEYS LYING EAST OF SKOKIE HIGHWAY IN THE NORTHWEST QUARTER OF SECTION 2 AFORESAID, ALL IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 2 AFORESAID; THENCE ON AN ASSUMED BEARING OF NORTH 89 DEGREES 53 MINUTES 35 SECONDS WEST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 578.44 FEET TO A POINT ON THE EASTERLY LINE OF SKOKIE HIGHWAY AS DEDICATED PER DOCUMENT 10825104; THENCE SOUTH 26 DEGREES 01 MINUTES 20 SECONDS EAST ALONG SAID EASTERLY LINE, 55.69 FEET TO THE SOUTH LINE OF THE NORTH 50.00 FEET OF THE NORTHWEST QUARTER OF SECTION 2 AFORESAID; THENCE SOUTH 89 DEGREES 53 MINUTES 35 SECONDS EAST ALONG SAID SOUTH LINE, 40.00 FEET TO A POINT ON THE SOUTH LINE OF LAKE-COOK ROAD PER CASE NO. 71L11926 TO THE POINT OF BEGINNING; THENCE SOUTH 87 DEGREES 04 MINUTES 49 SECONDS EAST ALONG SAID SOUTH LINE, 235.55 FEET; THENCE CONTINUING ALONG SAID SOUTH LINE, SOUTH 83 DEGREES 17 MINUTES 52 SECONDS EAST, 247.63 FEET TO A POINT ON THE WEST LINE OF VACATED ATLANTIC AVENUE; THENCE SOUTH 32 DEGREES 20 MINUTES 36 SECONDS EAST, 61.87 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 2 WHICH IS 142.21 FEET SOUTH OF THE NORTHEAST CORNER THEREOF; THENCE SOUTH 44 DEGREES 26 MINUTES 05 SECONDS EAST, 221.11 FEET; THENCE SOUTH 89 DEGREES 51 MINUTES 26 SECONDS EAST, 71.81 FEET TO A POINT ON THE EASTERLY LINE OF VACATED DENNIS DRIVE, BEING A 565.08 FOOT RADIUS CURVE, THE CENTER OF CIRCLE OF SAID CURVE BEARS SOUTH 49 DEGREES 38 MINUTES 37 SECONDS WEST FROM SAID POINT; THENCE SOUTHEASTERLY ALONG SAID EASTERLY LINE AND CURVE, CENTRAL ANGLE 15 DEGREES 17 MINUTES 32 SECONDS, 150.82 FEET; THENCE CONTINUING ALONG SAID EASTERLY LINE, SOUTH 26 DEGREES 32 MINUTES 22 SECONDS EAST, 322.81 FEET; THENCE CONTINUING ALONG SAID EASTERLY LINE, SOUTH 26 DEGREES 42 MINUTES 24 SECONDS EAST, 657.64 FEET; THENCE SOUTH 63 DEGREES 45 MINUTES 22 SECONDS WEST, 68.61 FEET TO A POINT ON THE SOUTH LINE OF GOVERNMENT LOT 2 AFORESAID; THENCE NORTH 89 DEGREES 47 MINUTES 25 SECONDS WEST ALONG SAID SOUTH LINE, 262.30 FEET TO THE NORTHEAST CORNER OF LOT 3 IN DAGGITT'S SUBDIVISION AFORESAID; THENCE SOUTH 30 DEGREES 36 MINUTES 57 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 3, A DISTANCE OF 192.22 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 56 DEGREES 51 MINUTES 58 SECONDS WEST AT RIGHT ANGLES TO THE EASTERLY LINE OF SKOKIE HIGHWAY AFORESAID A DISTANCE OF 236.23 FEET TO SAID EASTERLY LINE; THENCE NORTH 33 DEGREES 08 MINUTES 02 SECONDS WEST ALONG THE EASTERLY LINE OF SKOKIE HIGHWAY, 276.74 FEET TO A POINT ON A 8135.16 FOOT RADIUS CURVE, THE CENTER OF CIRCLE OF SAID CURVE BEARS NORTH 56 DEGREES 51 MINUTES 58 SECONDS EAST FROM SAID POINT; THENCE CONTINUING NORTHWESTERLY ALONG THE EASTERLY LINE OF SKOKIE HIGHWAY, BEING A TANGENTIAL CURVE CONCAVE TO THE EAST, RADIUS 8135.16 FEET, CENTRAL ANGLE 05 DEGREES 41 MINUTES 57 SECONDS, 809.18 FEET TO THE SOUTH LINE OF VACATED NEW HAMPSHIRE AVENUE; THENCE SOUTH 89 DEGREES 49 MINUTES 17 SECONDS EAST ALONG SAID SOUTH LINE, 33.87 FEET TO THE EASTERLY LINE OF THE SOUTH HALF OF NEW HAMPSHIRE AVENUE AS VACATED PER DOCUMENT NO. 93110018 RECORDED FEB. 10, 1993, BEING ALSO A POINT ON A 8105.16 FOOT RADIUS CURVE 30.00 NORTHEASTERLY OF AND CONCENTRIC WITH THE EASTERLY LINE OF SKOKIE HIGHWAY AFORESAID; THENCE NORTHWESTERLY ALONG SAID CURVE, CENTRAL ANGLE 00 DEGREES 15 MINUTES 48 SECONDS A DISTANCE OF 37.24 FEET TO THE CENTERLINE OF VACATED NEW HAMPSHIRE AVENUE; THENCE NORTH 89 DEGREES 49 MINUTES 17 SECONDS WEST ALONG SAID CENTER LINE 33.79 FEET TO THE EASTERLY LINE OF SKOKIE HIGHWAY AFORESAID, BEING A 8135.16 FOOT RADIUS CURVE, THE CENTER OF SAID CIRCLE BEARS NORTH 62

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Subdivision Curve

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DEGREES 49 MINUTES 38 SECONDS EAST FROM SAID POINT; THENCE NORTHWESTERLY ALONG SAID RIGHT OF WAY AND CURVE, CENTRAL ANGLE 01 DEGREES 09 MINUTES 02 SECONDS, 163.37 FEET; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE, NORTH 26 DEGREES 01 MINUTES 20 SECONDS WEST, 492.56 FEET TO A POINT 30 FEET SOUTHEASTERLY OF THE SOUTH LINE OF THE NORTH 50 FEET OF THE NORTHWEST QUARTER OF SECTION 2 AFORESAID; THENCE NORTH 44 DEGREES 57 MINUTES 04 SECONDS EAST, 37.99 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, CONTAINING 20.150 ACRES OF LAND.

PREPARED BY: MACKIE CONSULTANTS INC.
9575 W. HIGGINS ROAD
SUITE 500
ROSEMONT, IL. 60018
708-696-1400
708-696-1410 (FAX)

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