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SUBORDINATION, NON-DISTURBANCE AND ATTORNNMENT AGREEMENT

THIS AGREEMENT made as of the 8th day of December, 1995, by and between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, individually and as agent for one or more co-lenders ("Mortgagee"), CHURCH & CHICAGO LIMITED PARTNERSHIP, an Illinois limited partnership ("Landlord") and WHOLE FOODS MARKET MIDWEST, INC., a Delaware corporation ("Tenant").

WITNESSETH:

WHEREAS, Mortgagee has made or proposes to make a loan to Landlord in the maximum aggregate principal amount of THIRTY-EIGHT MILLION FIVE HUNDRED THOUSAND DOLLARS (\$38,500,000.00), secured or to be secured by, among other things, two mortgages or deeds of trust dated or to be dated December 8, 1995 (collectively, the "Mortgages"), which Mortgages created or will create a first lien and second lien against the lands and premises described on Attachment A attached hereto and made a part hereof (the "Property"), and

WHEREAS, Landlord, as lessor, and Tenant, as lessee, have entered into a certain lease agreement dated as of November 3, 1995 (the "Lease"), covering all of a portion of the Property described on Attachment B attached hereto and made a part hereof (such leased area and any improvements located thereon being hereinafter referred to as the "Demised Premises").

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Subordination. Subject to the provisions of this Agreement, the Lease is subject and subordinate to the Mortgages and to all renewals, modifications, consolidations, replacements and extensions thereof, and to each advance made or hereafter to be made thereunder.

2. Attornment. In the event of any foreclosure under the Mortgages, deed in lieu thereof or otherwise, and the resulting succession to the interests of Landlord by Mortgagee or by any purchaser of said interests through foreclosure sale pursuant to the Mortgages or deed in lieu thereof (which Mortgages or purchaser shall hereinafter be referred to as the "Successor Landlord"), the Successor Landlord shall be bound to Tenant under the terms and conditions of the Lease, and Tenant shall attorn to and shall be bound to Successor Landlord under all of the terms and conditions in the Lease, for the balance of the term plus any extension or extensions thereof; said attornment to be effective and self-operative without the execution of any further instruments on the part of any of the parties hereto immediately upon Successor Landlord succeeding to the interest of the lessor

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under the Lease; provided, however, that Tenant shall be under no obligation to pay rent to Successor Landlord until Tenant receives written notice from Successor Landlord that it has succeeded to the interest of the lessor under the Lease. Any purchaser taking title to the Demised Premises and/or Common Areas of the Property by reason of foreclosure pursuant to the Mortgages, or deed in lieu thereof, shall take title subject to the provisions of this Agreement.

3. Non-Disturbance. In the event of any foreclosure under the Mortgages, deed in lieu thereof or other action thereunder, if Landlord shall not have declared a default which is then continuing beyond the period allowed Tenant for cure under the Lease: (a) any Successor Landlord shall acquire and accept the Demised Premises and/or Common Areas of the Property subject to the Lease; (b) the Lease and the rights of Tenant thereunder shall not be affected or disturbed, but shall continue in full force and effect as a direct lease between the Successor Landlord and Tenant; (c) Tenant shall be entitled to lawful, quiet and peaceful possession and occupation of the Demised Premises and shall enjoy subject to the provisions of the Lease, all of the rights therein granted without any hindrance, ejection, molestation or interference by any person; and (d) Tenant shall not be named as a party in any proceedings which may be instituted in connection with the Mortgages.

4. Liability. Upon Successor Landlord's succession to the interest of the lessor under the Lease, Tenant shall thereafter have the same remedies against Successor Landlord for breach of the Lease that Tenant might have had against Landlord if Successor Landlord had not succeeded to the interest of lessor including, without limitation, any rights of offset which may have then accrued under the Lease; provided, however, in no event shall Successor Landlord (a) be personally liable to Tenant for any damages arising against Landlord, or (b) be bound by any rent which Tenant might have paid to Landlord for more than the current month, or (c) be bound by any substantive amendment or modification of the Lease made after the date hereof without Mortgages's consent (which consent shall not be unreasonably withheld or delayed).

5. Tenant's Fixtures. The Mortgages shall not cover, nor shall the lien thereof extend to Tenant's leasehold interest in the Lease or Tenant's Fixtures and Equipment (as defined in the Lease).

6. Restoration Proceeds. The holder of the Mortgages shall permit proceeds received by Tenant or Landlord from insurance, eminent domain, condemnation and the like and relating to the Demised Premises to be used as required by the provisions of the Lease.

7. Amendment. No amendment or modification of this Agreement shall be valid or binding unless in writing and signed

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by the party or parties to be bound thereby. No amendment or modification of the Lease after the date hereof shall be binding against Mortgagee unless in writing and approved in writing by Mortgagee, which approval shall not be unreasonable withheld or delayed.

8. Notice. Whenever and wherever in this Agreement, the Lease, the Mortgages or in any proceedings involving the foreclosure or attempt to foreclose pursuant to the Mortgages, it shall be required or permitted that notice, request or demand be given or served by any party, such notice, request or demand shall be in writing and be deemed to have been given or served upon receipt or refusal of receipt after being mailed, postage prepaid, by certified, registered or express mail, return receipt requested, or when delivered in person and addressed as follows:

To Landlord:

The Church and Chicago Limited Partnership
c/o The John Buck Company
200 S. Wacker Drive
Chicago, Illinois 60606
Attention: John G. Iberle

To Tenant:

Whole Foods Market Midwest, Inc.
1640 Chicago Avenue
Evanston, Illinois 60201
Attention: Store Team Leader

with copies to:

Whole Foods Market Midwest, Inc.
1000 West North Avenue
Suite 303
Chicago, Illinois 60622
Attention: President

Whole Foods Market, Inc.
601 North Lamar Boulevard
Suite 300
Austin, Texas 78703-5413
Attention: Chief Financial Officer

To Mortgagee:

American National Bank and Trust
Company of Chicago
33 North LaSalle Street
Chicago, Illinois 60690
Attention: Mr. Peter C. Malecek

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or to such other addresses as may hereafter be designated by any party not less than thirty (30) days in advance by proper notice to the others.

9. Successors. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

10. Construction. This Agreement shall be construed without reference to titles of paragraphs, which titles are inserted for convenient reference only.

11. Counterpart Execution. This Agreement may be executed in any number of counterparts, which together shall constitute a single instrument.

IN WITNESS WHEREOF, this Agreement is executed as of the date first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY
OF CHICAGO, individually and as agent
for one or more co-lenders

By: [Signature]
Its: _____

CHURCH & CHICAGO LIMITED PARTNERSHIP, an
Illinois limited partnership

By: JBC Evanston Limited Partnership,
an Illinois limited partnership,
its General Partner

By: JBC Evanston Co., an Illinois
corporation, its General
Partner

By: [Signature]
Its: Vice President

WHOLE FOODS MARKET MIDWEST, INC., a
Delaware corporation

By: [Signature]
Its: VP/CEO

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STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Peter Malecek, the Vice President of American National Bank and Trust Company of Chicago, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own 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 8th day of December, 1995.

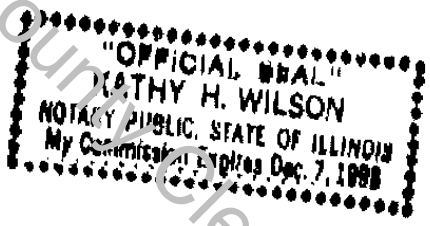
Kathy H. Wilson

 (signature)

KATHY H. WILSON

 (printed name) Notary Public

My Commission Expires:
12/7/98



Clerk's Office of Cook County

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that John G. Zarka, the Vice President of JBC Evanston Co., an Illinois corporation, in its capacity as general partner of JBC Evanston Limited Partnership, an Illinois limited partnership, as general partner of Church & Chicago Limited Partnership, an Illinois limited partnership, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said corporation and said partnerships, for the uses and purposes therein set forth.

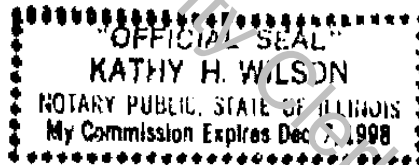
December GIVEN under my hand and Notarial Seal this 20th day of 1995.

Kathy H. Wilson
(signature)

Kathy H. Wilson
(printed name) Notary Public

My Commission Expires:

12/7/98



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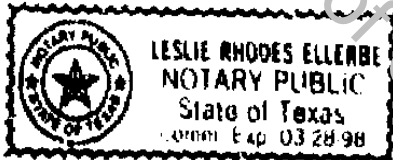
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TRAN 0893 12/13/95 11:08:00
13074 LF *75-866022
COOK COUNTY RECORDER
DEPT-10 PENALTY 134.00

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STATE OF Texas)
) SS.
COUNTY OF TRAVIS)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that GLYNDA FLORESAN, the VP/CEO of Whole Foods Market Midwest, Inc., a Delaware corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 7th day of December, 1995.

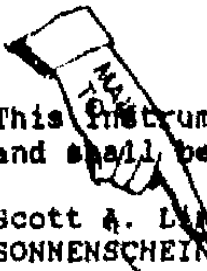


Leslie Rhodes Ellerbe
(signature)

Leslie Rhodes Ellerbe
(printed name) Notary Public

My Commission Expires:
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This instrument was prepared by:
and shall be returned to:


Scott A. Lindquist
SONNENSCHN NATH & ROSENTHAL
8000 Sears Tower
Chicago, Illinois 60606

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Attachment A

Legal Description of Property

WASHINGTON NATIONAL CONSOLIDATION OF ALL OF LOTS 12, 13, 14, 15, 16, AND 1 IN BLOCK 19 IN THE ORIGINAL VILLAGE (NOW CITY) OF EVANSTON, IN SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MARCH 9, 1995, AS DOCUMENT NUMBER 92161213, IN COOK COUNTY, ILLINOIS.

11-18-306-008
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-010

11-18-306-011
11-18-306-012
11-18-306-013

11-18-306-014
-015
-016

Property of Cook County Clerk's Office

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Attachment B

Legal Description of Demised Premises

THAT PART OF WASHINGTON NATIONAL CONSOLIDATION OF ALL OF LOTS 12, 13, 14, 15, 16, AND 1 IN BLOCK 19 IN THE ORIGINAL VILLAGE (NOW CITY) OF EVANSTON, IN SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MARCH 9, 1995, AS DOCUMENT NUMBER 95161213, LYING NORTH OF A LINE DRAWN PERPENDICULARLY TO THE EASTERLY LINE OF SAID CONSOLIDATION AND 173.00 FEET SOUTHERLY (AS MEASURED ALONG SAID EASTERLY LINE) OF THE NORTHEAST CORNER THEREOF, ALL IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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