



SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT

CITIBANK  
Corporate Office  
700 West Madison  
Chicago, Illinois 60661  
Telephone (1 312 627-3900)

THIS AGREEMENT made and entered into this 16th day of October, 1998, by and between Trak Corporation ("Tenant"), National Shopping Plazas, Inc. ("Landlord"), and Citibank, F.S.B. having its principal place of business at 500 West Madison, Chicago, Illinois 60661, ("Lender").

A. Tenant entered into a Lease Dated October 2, 1987 (the "Lease") with National Shopping Plazas, Inc., as leasing agent for Amalgamated Bank of Chicago Trust No. 532 (the "Landlord") for certain space known as Suite [redacted] (the "Leased Premises") situated on real estate legally described in Exhibit A attached hereto and made a part hereof and commonly known as 2140 N. Milwaukee Avenue, Chicago, Illinois (the "Real Estate") at an

currently annual rental of \$ 66,000.00 and for a term running to June 30, 2003, with one (1) additional mortgage loan (the "Loan") secured by a trustee mortgage (the "Mortgage") and an assignment of rents ("Assignment of Rents") encumbering the Real Estate, has requested the execution of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties [redacted], the parties do hereby covenant and agree as follows:

1. The Lease is and shall be subject and subordinate to the Lien of the Mortgage and the Assignment of Rents insofar as it affects the Real Estate of which the Leased 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. Any interest of the Tenant in an option to purchase all or any part of the Leased Premises contained in the Lease is specifically subordinated to the Mortgage and the Assignment of Rents and such option shall not be binding upon the Lender, its successors and assigns.

2. In the event it should become necessary to foreclose the Mortgage, the Lender will not join the Tenant under the Lease in summary or foreclosure proceedings so long as the Tenant is not a necessary party to the proceedings.

3. In the event that the Lender shall, in accordance with the foregoing, succeed to the interest of the Landlord under the Lease, the Lender agrees to be bound to the Tenant under all of the terms, covenants and conditions of the Lease, and the Tenant agrees, from and after such event, to attorn to the Lender and to the purchaser at any foreclosure sale, of the Real Estate, all rights and obligations under the Lease to continue as though the interest of Landlord had not terminated or such foreclosure proceedings had not been brought. Such attornment shall be effective and self-operative without the execution of any further instrument or the part of either of the parties hereto. Tenant agrees, however, to execute and deliver at any time and from time to time upon the request of the Lender (or any holder) of any of the indebtedness or other obligations secured by the Mortgage or Assignment of Rents or any such purchaser, any instrument or certificate which [redacted] may be necessary or appropriate in any such foreclosure proceeding or otherwise to evidence such attornment.

4. If Lender shall succeed to the interest of Landlord under the Lease in any manner, or if any purchaser acquires the Real Estate upon any foreclosure of the Mortgage or any trustee's sale under the Mortgage, Lender or such purchaser, as the case may be, in the event of attornment shall have the same remedies by entry, action or otherwise in the event of any default by Tenant (beyond any period given Tenant to cure such default) in the payment of rent or additional rent or in the performance of any of the terms, covenants and conditions of the Lease on Tenant's part to be performed that Landlord had or would have had if Lender or such purchaser had not succeeded to the interest of Landlord. The Tenant shall have the same remedies against the Lender for the breach of an agreement contained in the Lease that the Tenant might have had against the Landlord if the Lender had not succeeded to the interest of the Landlord, provided, however, that the Lender shall not be:

- a. liable for an act or omission of, or contractual liability of, any prior landlord (including the Landlord); or
- b. subject to any offset or defenses which the Tenant might have against any prior landlord (including the Landlord); or
- 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 the Landlord)

5. Nothing herein contained is intended nor shall it be construed, to abridge or adversely affect any right or remedy of Landlord under the Lease in the event of any default by Tenant (beyond any period given Tenant to cure such default) in 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 nor any rights of Landlord to terminate which are independent of Tenant's default.

6. Tenant shall send Lender copies of all notices given to Landlord under the Lease, at the same time such notice is given to Landlord of material default entitling Tenant to seek to terminate the Lease.

7. Any notice or communication required or permitted hereunder shall be given in writing, sent by United State mail, postage prepaid, registered or certified mail, addressed as follows:

To Mortgagee: Citibank, F.S.B.  
500 West Madison  
Chicago, Illinois 60661  
Attention: Real Estate Group  
Loan No: \_\_\_\_\_

To Tenant: Trak Corporation  
1300 - 75th Avenue  
Lanover, MD 20785  
Att: Legal Department

or to such other address or in care of such other person as hereafter shall be designated in writing by the applicable party and shall be deemed to have been given as of the date of receipt

8. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto, their successors and assigns, and any purchaser or purchasers at a foreclosure sale with respect to the Real Estate, and their respective heirs, personal representatives, successors and assigns.

9. As of the date of the attornment referred to herein, the following provision shall be deemed inserted in the Lease, retroactively effective as of the commencement of the term of the Lease, and shall prevail in the event of any conflicts with other provisions of the Lease:

"Tenant covenants and agrees not to suffer, permit, introduce or maintain in, on or about any portion of the Leased Premises, any asbestos, polychlorinated biphenyls, or any other hazardous or toxic materials, wastes and substances which are defined, determined or identified as such (including petroleum products if they are defined, determined or identified as such) in

\*is continuing in nature or to which Tenant previously provided notice

7759368-02-LRP-393

Original option period of five (5) years hereafter: 54

BOX 333-CTI

any federal, state or local laws, rules or regulations (whether now existing or hereafter enacted or promulgated) or any judicial or administrative interpretation of any thereof, including any judicial or administrative orders of judgments."

10. If the Lease provides that Tenant is entitled to expansion space, Lender shall have no obligation, or any liability for failure, to provide such expansion space if prior landlord, by reason of lease(s) entered into with other tenants of Real Estate, had precluded the availability of such expansion space.

11. Lender may assign this Agreement or any of its right hereunder. The Tenant waives notice of any assignment of this Agreement and hereby will accord full recognition of an assignment and agrees that all rights shall be enforceable against Tenant by such assignee with the same force and effect and to the same extent as the same would have been enforceable against Tenant by Lender.

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

TENANT:

Trak Corporation

By: R. Kuttel

Its: President

LENDER:

CITIBANK, F.S.B.

By: [Signature]

Its: [Signature]

This Instrument Prepared by: AND MAIL TO:

Citibank, Federal Savings Bank  
500 West Madison  
Chicago, Illinois 60661

ATTN: THEODORA GRUZLEWSKI

LANDLORD:

NATIONAL SHOPPING PLAZAS, INC.

By: [Signature]

Its: \_\_\_\_\_

Property of Cook County Clerk's Office

SCHEDULE A

Attached to and forming a part of that certain Indenture of Lease and Memorandum of Lease executed under date of 10/10/77 by and between NATIONAL SHOPPING PLAZAS, INC., as leasing agent for Annuamated Trust and Savings Bank, as Trustee under Trust No. 536, as Lessor, and TRAK AUTO CORPORATION, as Lessee. dated September 9, 1977 d/b/a Trak Auto Corporation I

DESCRIPTION OF PROPERTY

1. LESSOR'S PROPERTY. The demised premises are a portion of Lessor's entire property, situated in the City of Chicago, County of Cook, State of Illinois, and now commonly known as a portion of 2140 N. Milwaukee Ave. Such property, herein referred to as "Lessor's Property", means the entire property within the outer property limits shown on the Plot Plan initialed by the parties hereto, dated 10/10/77, attached hereto and made a part hereof. The legal description of Lessor's Property is set forth in Section 6 of this Schedule A.

2. BUILDING. Lessor's Property provides a site for a store building in the location designated "Trak Auto" on the said Plot Plan attached. Such building is now thereon, or is to be erected pursuant to Schedule B hereto by Lessor for Lessee, containing approximately 5,744 square feet and having inside dimensions of 103.6' x 55.0'. Said building site, building, improvements, and appurtenances, and fixtures and equipment owned by the Lessor, now or hereafter located thereon are collectively referred to in this Lease as the "premises" or "demised premises."

3. PARKING. Lessee, its agents, employees, patrons and invitees, in common with Lessor and all other tenants of portions of Lessor's Property and their respective agents, employees, patrons, and invitees shall have and are hereby granted, during the entire term of this Lease and any extension thereof, the free, uninterrupted, and non-exclusive use of the sidewalks, malls, roadways, parking area, and all other common areas, which use by all users shall be for the purposes of ingress, egress, service, utilities, and parking, and which parking area shall consist of not less than 12 standard automobile spaces, located as shown on the said Plot Plan attached. It is specifically understood and agreed that Lessee shall have no obligation or liability whatsoever in connection with the ownership, maintenance, or management of the sidewalks, malls, roadways, parking area, or other common areas involved, and that Lessor shall manage, operate, and maintain all such common areas, or cause the same to be done on its behalf, at no additional cost to Lessee, subject to Article XIX of the Lease.

4. PLOT PLAN. It is understood and agreed that no changes from that shown on the Plot Plan attached shall be made to the building area and/or the parking and other common area of Lessor's Property and no buildings or building-type structures may be built except within the building areas or areas for building designated thereon, except by written amendment to this Lease, duly executed by the parties hereto. Lessor must take reasonable precautions to prohibit commuters and office help from parking on the common areas of Lessor's Property and Lessee may, if it deems such action necessary, have any such offending vehicles towed from the common areas of Lessor's Property.

5. COVENANTS. All of the covenants of the Lessor contained in this Lease shall be covenants running with the land pursuant to applicable law. It is expressly agreed that each covenant to do or refrain from doing some act on the Lessor's Property or any part thereof (a) is for the benefit of the demised premises and each person having any leasehold interest therein derived through the Lessee, and (b) shall be binding upon each successive owner, during his ownership, of any portion of the land affected thereby and each person having any interest therein derived through any owner of the land affected hereby.

6. LEGAL DESCRIPTION OF LESSOR'S PROPERTY:

LOTS 12, 13, 18 AND 19 IN WHITE AND COLE'S RESUBDIVISION OF BLOCK 1 IN STAVE'S SUBDIVISION OF 53 ACRES OF THE NORTH EAST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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STREET ADDRESS: 2140 N. Milwaukee Avenue  
Chicago, IL 60647

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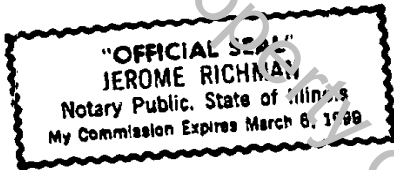
98959198

notary/jvffile

STATE OF Illinois } SS:  
COUNTY OF Cook }

On this 16<sup>th</sup> day of October, 1998, before me, Jerome Richman, a Notary Public in and for said county and state, personally appeared George D. Hays, known to me to be the President and Secretary of Artificial Shopping Fines, Inc., the corporation that executed the within instrument, known to me to be the persons who executed the within instruments, on behalf of the corporation herein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Jerome Richman  
Notary Public in and for said  
County and State

My commission expires 3/6/99

STATE OF ILLINOIS } SS:  
COUNTY OF COOK }

On this 20<sup>th</sup> day of October, 1998, before me, Robert J. Janik, a Notary Public in and for said county and state, personally appeared Robert J. Janik, and \_\_\_\_\_ of the \_\_\_\_\_ partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

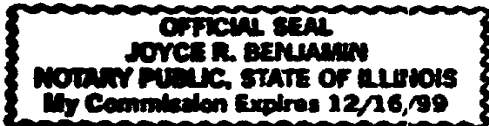
Robert J. Janik  
Notary Public in and for said  
County and State

My commission expires \_\_\_\_\_

STATE OF ILLINOIS } SS:  
COUNTY OF COOK }

On this 10<sup>th</sup> day of October, 1998, before me, Joyce R. Benjamin, a Notary Public in and for said county and state, personally appeared Robert J. Janik, and \_\_\_\_\_, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Joyce R. Benjamin  
Notary Public in and for said  
County and State

My commission expires 12/16/99

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Property of Cook County Clerk's Office

My Commission Expires 12/31/23  
NOTARY PUBLIC, STATE OF ILLINOIS  
JONAS R. BERTRAM  
OFFICIAL SEAL

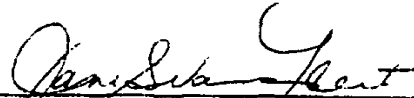
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STATE OF MARYLAND        }  
COUNTY OF ANNE ARUNDEL }

On this 9<sup>th</sup> day of October, 1998, before me, Jane S. Van Fleet, a Notary Public in and for said county and state, personally appeared R. Keith Green, known to me to be the President of Trak Corporation, the corporation that executed the within instrument, known to me to be the person who executed the within instrument, on behalf of the corporation herein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

  
\_\_\_\_\_  
Notary Public in and for said  
County and State

My commission expires April 1, 1999