

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION NON-DISTURBANCE AND ATTORNMENT AGREEMENT (the "Agreement") is made as of the 12th day May, 1999 by and between BEAR, STEARNS FUNDING, INC. having an address at 245 Park Avenue, New York, New York ("Lender") and OCB REALTY CO., a Minnesota corporation, having an address at 10260 Viking Drive, Eden Prairie, MN 55344 ("Tenant").

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RECITALS:



A. Tenant is the holder of a leasehold estate in a portion of the property known as Park Center Plaza, Tinley Park, IL as more particularly described on Exhibit A (the "Property") under and pursuant to the provisions of a certain lease dated June 16, 1987 as modified, amended and/or supplemented by that certain First Amendment to Lease dated September 9, 1993, that certain Assignment and Assumption of Lease dated July 14, 1994, that certain Sublease dated July 14, 1994 (collectively, the "Lease") between Inland Real Estate BSC I LLC or its predecessor in interest, as landlord ("Landlord") and Tenant, as tenant;

B. The Property is or is to be encumbered by one or more mortgages, deeds of trust, deeds to secure debt or similar security agreements (collectively, the "Security Instrument") in favor of or to be assigned to Lender; and

C. Tenant has agreed to subordinate the Lease to the lien and interest created by the Security Instrument and Lender has agreed to grant non-disturbance to Tenant under the Lease on the terms and conditions hereinafter set forth.

AGREEMENT:

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Subordination. The Lease shall be subject and subordinate in all respects to the lien of the Security Instrument, to any and all advances to be made thereunder and to all renewals, modifications, consolidations, replacements and extensions thereof

2. Nondisturbance. So long as Tenant pays all rents and other charges as specified in the Lease and is not otherwise in default beyond applicable notice and cure periods) of any of its obligations and covenants pursuant to the Lease, Lender agrees for itself and its successors in interest and for any purchaser of the Property upon a foreclosure of the Security Instrument, that Tenant's possession of the premises as described in the Lease and Tenant's rights and privileges under the Lease shall not be terminated, cancelled or in any way disturbed, diminished or interfered with by the Lender during the term of this Lease and any extension or renewal thereof, whether or not the Security Instrument is in default and whether or not Lender acquires Landlord's interest in the Lease by foreclosure or deed in lieu of foreclosure, or otherwise. For purposes of this agreement, a "foreclosure" shall include (but not be limited to) a sheriff's or trustee's sale under the power of sale

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contained in the Security Instrument, the termination of any superior lease of the Property and any other transfer of the Landlord's interest in the Property under peril of foreclosure, including, without limitation to the generality of the foregoing, an assignment or sale in lieu of foreclosure.

3. Attornment. Tenant agrees to attorn to, accept and recognize any person or entity which acquires the Property through a foreclosure (an "Acquiring Party") as the landlord under the Lease for the then remaining balance of the term of the Lease, and any extensions thereof as made pursuant to the Lease. The foregoing provision shall be self-operative and shall not require the execution of any further instrument or agreement by Tenant as a condition to its effectiveness. Tenant agrees, however, to execute and deliver, at any time and from time to time, upon the request of the Lender or any Acquiring Party any reasonable instrument which may be necessary or appropriate to evidence such attornment.

4. No Liability. Notwithstanding anything to the contrary contained herein or in the Lease, it is specifically understood and agreed that neither the Lender, any receiver or any Acquiring Party shall be:

(a) liable for any act, omission, negligence or default of any prior landlord (other than to cure defaults of a continuing nature with respect to the maintenance or repair of the demised premises or the Property); provided, however, that any Acquiring Party shall be liable and responsible for the performance of all covenants and obligations of landlord under the Lease accruing from and after the date that it takes title to the Property; or performance of all covenants and obligations of landlord under the Lease accruing from and after the date that it takes title to the Property; or

(b) except as set forth in (a), above, liable for any failure of any prior landlord to construct any improvements;

(c) subject to any offsets, credits, claims or defenses which Tenant might have against any prior landlord, other than those offset, credit, claim or defense rights as may be provided in the Lease; or

(d) bound by any rent or additional rent which is payable on a monthly basis and which Tenant might have paid for more than one (1) month in advance to any prior landlord; or

(e) bound by any amendment or modification of the Lease which reduces the term of the Lease or the rental payable thereunder not consented to in writing by Lender, such consent not to be unreasonably withheld or unduly delayed;

(f) be liable to Tenant hereunder or under the terms of the Lease beyond its interest in the Property.

Notwithstanding the foregoing, Tenant reserves its rights to any and all claims or causes of action against such prior landlord for prior losses or damages and against the successor landlord for all losses or damages arising from and after the date that such successor landlord takes title to the Property.

5. Rent. Tenant has notice that the Lease and the rents and all other sums due thereunder have been assigned to Lender as security for the loan secured by the Security Instrument. In the event Lender notifies Tenant of the occurrence of a default under the Security Instrument and demands that Tenant pay its rents and all other sums due or to become due under the Lease directly to Lender, Tenant shall honor such demand and pay its rent and all other sums due under the Lease directly to Lender or as otherwise authorized in writing by Lender. Landlord hereby irrevocably authorizes Tenant to make the foregoing payments to Lender upon such notice and demand. Landlord and Lender further agree that any such payments shall be credited by both Lender and Landlord against Tenant's rental and other obligations under the Lease, regardless of whether Lender had the right to make such demand and regardless of any contrary demands which may be made by Landlord.

6. Lender to Receive Notices. Tenant shall notify Lender of any default by Landlord under the Lease which would entitle Tenant to cancel the Lease, and agrees that, notwithstanding any provisions of the Lease to the contrary, no notice of cancellation thereof shall be effective unless Lender shall have received notice of default giving rise to such cancellation and shall have failed within sixty (60) days after receipt of such notice to cure such default, or if such default cannot be cured within sixty (60) days, shall have failed within sixty (60) days after receipt of such notice to commence and thereafter diligently pursue any action necessary to cure such default, which additional time shall in no event exceed ninety (90) days before Tenant is entitled to cancel the Lease.

7. NOTICES. All notices or other written communications hereunder shall be deemed to have been properly given (i) upon delivery, if delivered in person with receipt acknowledged by the recipient thereof (ii) one (1) Business Day (hereinafter defined) after having been deposited for overnight delivery with any reputable overnight courier service, or (iii) three (3) Business Days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, return receipt requested, addressed to The receiving party at its address set forth above, and:

if to Tenant, to           10260 Viking Drive  
                                  Eden Prairie, MN 55344  
the attention of:       Real Estate Officer, and

if to Lender:             245 Park Avenue  
                                  New York, New York 10167  
to the attention of:     J. Christopher Hoeffel

or addressed as such party may from time to time designate by written notice to the other parties. For purposes of this Paragraph 7, the term "Business Day" shall mean any day other than Saturday, Sunday or any other day on which banks are required or authorized to close in New York, New York.

Either party by notice to the other may designate additional or different addresses for subsequent notices or communications.

8. Successors. The obligations and rights of the parties pursuant to this Agreement shall bind and inure to the benefit of the successors, assigns, sublessees, heirs and legal representatives of the respective parties.

9. Duplicate Originals; Counterparts. This Agreement may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original. This Agreement may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single Agreement. The failure of any party hereto to execute this Agreement, or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder.

10. Transfer of Loan/ Servicing. Lender may sell, transfer and deliver the Note and assign the Security Instrument, this Agreement and the other documents executed in connection therewith to one or more Investors (as defined in the Security Instrument) in the secondary mortgage market or otherwise. Lender may also retain or assign responsibility for servicing the loan evidenced by the Note, or may delegate some or all of such responsibility and/or obligations to a servicer including, but not limited to, any subservicer or master servicer, on behalf of the Investors. All references to Lender herein shall refer to and include any such servicer to the extent applicable. Lender may disclose the terms of this Agreement, the identity of Tenant or any principal of Tenant to any Investor or potential Investor, provided that Lender and such parties shall consider and treat said information as confidential.

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LENDER:


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BEAR, STEARNS FUNDING, INC.,  
a Delaware corporation

By:   
Name: **J. CHRISTOPHER HOFFEL**  
Title: **VICE PRESIDENT**

TENANT:


OCB REALTY CO.,  
a Minnesota corporation

By:   
Name: **H. Thomas Mitchell**  
Title: **Vice President**

The undersigned as the Landlord named in the Recitals or as successor thereto hereby accepts and agrees to be bound by the provisions of Paragraph 5 hereof.

INLAND REAL ESTATE BSC I LLC,  
a Delaware limited liability company

By: **INLAND REAL ESTATE BSC I CORPORATION,**  
Its: **sole member**

By:   
Name: **MARK ZALATORIS**  
Title: **VICE PRESIDENT**

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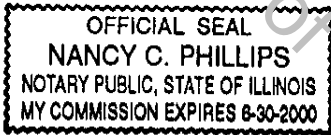
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STATE OF ILLINOIS )  
 )SS.  
COUNTY OF DUPAGE )

I, Nancy C. Phillips, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Mark Zalator, the Vice President of INLAND REAL ESTATE BSC I CORPORATION, sole member of INLAND REAL ESTATE BSC I LLC, 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 the 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 28<sup>th</sup> day of April, 1999.

(seal)



Nancy C. Phillips  
Notary Public

STATE OF New York )  
 )SS.  
COUNTY OF New York )

I, Stavelly H. Lord, a Notary Public in and for said County, in the State aforesaid, do hereby certify that J. C. Hoefel, the Vice President of BEAR, STEARNS FUNDING, 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 the 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 12<sup>th</sup> day of May, 1999.

(seal)

Stavelly H. Lord  
Notary Public

STAVELY H. LORD  
Notary Public, State of New York  
No. 01LO6008564  
Qualified in New York County  
Commission Expires 6/15/2000

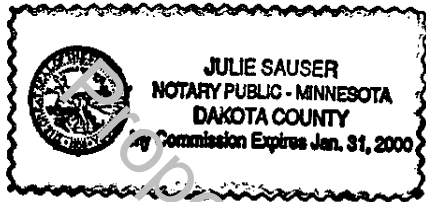
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STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF DAKOTA    )

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of April, 1999, by H. Thomas Mitchell, the Vice President of OCB REALTY CO., a Minnesota corporation, on behalf of the corporation.

(seal)



Julie Sauser  
Notary Public

Property of Cook County Clerk's Office

**PARK CENTER**  
**Legal Description**

Tax ID Nos.: 27-24-201-009; 27-24-201-010

*Address: SW corner 159th & Harlem, Tinley Park*

THE LAND REFERRED TO BELOW IS IN THE STATE OF ILLINOIS, COUNTY OF COOK,  
AND IS DESCRIBED AS FOLLOWS:

**PARCEL 1:**

THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 24, TOWNSHIP 36 NORTH,  
RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN;

EXCEPT THAT PART OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 24,  
TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN,  
BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE  
NORTHEAST ¼ OF SECTION 24, WITH THE SOUTHERLY LINE OF 159<sup>TH</sup> STREET, AS  
DEDICATED PER DOCUMENT 10909313; THENCE SOUTH ALONG SAID EAST LINE OF  
THE NORTHEAST ¼ OF SECTION 24, A DISTANCE OF 1223.50 FEET TO THE SOUTH  
LINE OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 24; THENCE WEST  
ALONG SAID SOUTH LINE OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION  
24 TO A POINT DISTANT 70.00 FEET WEST, MEASURED AT RIGHT ANGLES FROM SAID  
EAST LINE OF THE NORTHEAST ¼ OF SECTION 24; THENCE NORTH PARALLEL WITH  
SAID EAST LINE OF THE NORTHEAST ¼ OF SECTION 24, A DISTANCE OF 1173.78 FEET  
TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVED LINE  
CONCAVE TO THE SOUTHWEST HAVING A CENTRAL ANGLE OF 89 DEGREES, 41  
MINUTES AND A RADIUS OF 50 FEET, A DISTANCE OF 78.26 FEET TO A POINT OF  
TANGENCY, DISTANT 10 FEET SOUTH, AS MEASURED AT RIGHT ANGLES FROM SAID  
SOUTHERLY LINE OF 159<sup>TH</sup> STREET; THENCE WESTERLY PARALLEL WITH SAID  
SOUTHERLY LINE OF 159<sup>TH</sup> STREET, A DISTANCE OF 314.28 FEET TO A POINT;  
THENCE NORTHWESTERLY IN A STRAIGHT, A DISTANCE OF 207.24 FEET TO A POINT  
ON SAID SOUTHERLY LINE OF 159<sup>TH</sup> STREET; THENCE EASTERLY ALONG SAID  
SOUTHERLY LINE OF 159<sup>TH</sup> STREET, A DISTANCE OF 641 FEET TO THE POINT OF  
BEGINNING,

AND ALSO EXCEPTING THEREFROM:

THE WEST 410 FEET LYING SOUTH OF THE SOUTH LINE OF 159<sup>TH</sup> STREET, AS  
DEDICATED BY DOCUMENT 10909313 OF THE NORTHEAST ¼ OF THE NORTHEAST ¼  
OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL  
MERIDIAN (EXCEPT THE WEST 30.00 FEET OF THE NORTH 435.01 FEET THEREOF);

ALSO EXCEPTING THE FOLLOWING DESCRIBED PORTION:

THAT PART OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 24,  
TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN,  
BOUNDED AND DESCRIBED AS FOLLOWS:



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COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 24; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 24, A DISTANCE OF 109.80 FEET TO A POINT OF INTERSECTION OF THE SOUTHERLY LINE OF 159<sup>TH</sup> STREET, AS DEDICATED PER DOCUMENT 10909313, WITH THE EAST LINE OF SECTION 24; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF 159<sup>TH</sup> STREET, AS DEDICATED PER DOCUMENT 10909313, 89.65 FEET; THENCE SOUTHERLY ALONG A LINE FORMING A RIGHT ANGLE WITH THE PREVIOUSLY DESCRIBED LINE, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING; THENCE WESTERLY ALONG A LINE PARALLEL TO AND 20.00 FEET SOUTHERLY OF THE SOUTHERLY LINE OF 159<sup>TH</sup> STREET, AS DEDICATED PER DOCUMENT 10909313, A DISTANCE OF 265.24 FEET; THENCE SOUTHERLY ALONG A LINE FORMING AN ANGLE OF 89 DEGREES, 39 MINUTES, 26 SECONDS, MEASURED FROM EAST TO SOUTH WITH THE PREVIOUSLY DESCRIBED LINE, A DISTANCE OF 239.81 FEET; THENCE EASTERLY ALONG A LINE FORMING A RIGHT ANGLE WITH THE PREVIOUSLY DESCRIBED LINE, A DISTANCE OF 112.00 FEET; THENCE SOUTHERLY ALONG A LINE FORMING A RIGHT ANGLE WITH THE PREVIOUSLY DESCRIBED LINE, 46.09 FEET; THENCE EASTERLY ALONG A LINE FORMING A RIGHT ANGLE WITH THE PREVIOUSLY DESCRIBED LINE, A DISTANCE OF 173.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF HARLEM AVENUE; THENCE NORTHERLY ALONG THE WEST RIGHT OF WAY LINE OF HARLEM AVENUE, A DISTANCE OF 244.50 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 52 DEGREES, 46 MINUTES, 6 SECONDS, A DISTANCE OF 46.05 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO EXCEPT THAT PART OF THE LAND DEDICATED BY PLAT OF DEDICATION RECORDED DECEMBER 2, 1988 AS DOCUMENT 83555753 FOR 159<sup>TH</sup> STREET AND THAT PART OF LAND DEDICATED BY PLAT OF DEDICATION RECORDED DECEMBER 2, 1988 AS DOCUMENT 88555754 FOR PUBLIC STREET ALL IN COOK COUNTY, ILLINOIS.

## PARCEL 2:

EASEMENTS DATED AUGUST 7, 1987 AND RECORDED AUGUST 21, 1987 AS DOCUMENT 87464664 BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 28, 1986 AND KNOWN AS TRUST NUMBER 66662 RELATING TO AMONG OTHER THINGS, EASEMENTS, GENERAL CONSTRUCTION REQUIREMENTS, COVENANTS RELATING TO LOCATION, SIZE, CHARACTER AND USE OF BUILDING; AND OPERATION, MAINTENANCE AND REPAIR OF COMMON AREA.

FIRST AMENDMENT TO DECLARATION OF EASEMENTS AND RESTRICTIONS DATED MARCH 21, 1989 AND RECORDED MARCH 22, 1989 AS DOCUMENT 89127008 FOR PURPOSES OF PLACING OF RECORD LEGAL DESCRIPTIONS FOR THE ACCESS ROADS AND COMMON UTILITY FACILITIES UPON COMPLETION OF ACCESS ROADS AND COMMON UTILITY FACILITIES AS PROVIDED IN SECTION 2.5 OF SAID DECLARATION.

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