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Property of Cook County Office

**ATTORNMEN, SUBORDINATION  
AND NON-DISTURBANCE AGREEMENT**

This Attornment, Subordination and Non-Disturbance Agreement (the "Agreement") is made and entered into as of the 19<sup>th</sup> day of March, 1999, by and among C & O Chicago, LLC ("Tenant"), Portillo's Hot Dogs, Inc., (Landlord), and Grand National Bank, a national banking corporation ("Lender").

**I.  
RECITALS**

1.1 Tenant is the tenant under a certain ~~Lease~~ <sup>Sublease Assumpt</sup> dated August 30, 1994, between Landlord and Tenant, pertaining to and covering a portion of that certain real estate which is legally described on Exhibit A attached hereto and the buildings and improvements located thereon (the "Property").

1.2 Lender is presently contemplating the making of a loan (the "Loan") to Ontario Great Lakes Properties Corporation, secured by the property. Accordingly, this Agreement is entered into by the parties hereto with intention of having Lender rely hereon in disbursing the Loan.

**II.  
WARRANTIES, COVENANTS AND AGREEMENTS**

2.1 The aforesaid Lease, all extensions, modifications, replacements and renewals thereof (the "Lease"), and all the provisions thereof, and all of Tenant's rights and interests thereunder, shall be, are hereby made and shall remain completely subject and subordinate to the certain Mortgage dated MARCH 19, 1999, and recorded in the Office of the Cook County Recorder of Deeds on March 31, 1999 as

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Document No. 99310479, and all extensions, modifications, replacements and renewals thereof (the "Mortgage"), and all other documents, including an Assignment of Leases and Rents (the "Assignment"), and all extensions, modifications, replacements and renewals thereof, now or hereafter securing the Loan (the Mortgage Assignment and other documents being together referred to herein as the "Loan Instruments"), to the same extent as if the Loan Instruments had been executed, delivered and recorded prior to execution of the Lease. The provisions of this Section 2.1 shall be effective notwithstanding any provisions to the contrary in the Lease.

2.2 Lender shall have the right at any time to elect, by a notice in writing given to Tenant, to make the Lease superior to the Loan Instruments, and, upon the giving of such notice to Tenant, the Lease shall be deemed to be prior and superior to such Loan Instruments and the interest thereby created and evidenced.

2.3 The Lease shall not, after the date hereof, be terminated, surrendered, renewed (except as specifically permitted by the Lease), or modified without first obtaining the prior written consent of Lender, and rent shall not be paid more than one month in advance and no Successor Landlord (defined below) shall be bound by any such advance payment of rent (base, additional or otherwise).

2.4 Tenant hereby acknowledges that the interest of ~~Landlord~~ <sup>Ontario Great Lakes Properties Corporation</sup> under the Lease shall be assigned to Lender solely as security for the Loan and Lender (I) shall not be liable for any claims for damages or setoffs arising out of Landlord's interest in the Property, for the return of any security deposit unless it has specifically been received by Lender, for any act committed by Landlord or any breach or failure to perform by Landlord, and (ii) shall not be obligated by reason of the Assignment or the exercise of any rights granted therein to perform any obligation of Landlord. Landlord and Tenant hereby agree that immediately upon <sup>written</sup> notice by Lender that a default or Event of Default has occurred under the Loan Instruments, Tenant will, if Lender so requests and until further notice and direction from Lender, make all future payments of rent and other amounts becoming due under the Lease directly to Lender. Landlord acknowledges that any payment made to Lender will be credited against any rent owed to Landlord by Tenant.

2.5 In the event of any default by Landlord under the Lease, Tenant shall promptly give to Lender a copy of any notice of default which Tenant may give to Landlord.

2.6 Notwithstanding the subordination of the Lease as aforesaid, in the event that Lender or any other party succeeds to the rights of Landlord under the Lease ("Successor Landlord"), whether through foreclosure, the acceptance of a deed in lieu of foreclosure or any possession, surrender, assignment, judicial action or any other action taken by Lender, then Tenant agrees that (I) it shall attorn to, and be liable to and recognize Successor Landlord as the lessor under the Lease for the balance of the term of the Lease upon and subject to all the terms and conditions of this Agreement and of

the Lease; (ii) thereafter, it shall make payments of rent (minimum, basic, percentage, additional or otherwise) to Successor Landlord, and otherwise perform all of Tenant's obligations set forth in the Lease; (iii) Successor Landlord shall be responsible only for the performance of those of lessor's obligations to be performed during the period of its ownership; and (iv) so long as Tenant shall pay, when due, such rent and impositions and otherwise perform such other tenant obligation as set forth in the Lease, Tenant shall not be joined as an adverse party defendant in any action or proceeding which may be instituted or commenced by Lender to foreclose or enforce the Mortgage, Tenant shall not be evicted from the Property, nor shall any of the Tenant's rights to use and possession under the Lease be affected in any way by reason of the subordination or any modification of or default under the Mortgage, and Tenant's leasehold estate under the Lease shall not be terminated or disturbed during the term of the Lease by reason of any default under the Mortgage.

2.7 Whenever any of the parties hereto desires to give any notice to any of the others under this Agreement, it shall be sufficient for all purposes if such notice is hand delivered or sent by registered or certified U.S. mail, postage prepaid, return receipt requested, addressed to the intended recipient at the following addressed:

**Lender:** Grand National Bank  
4840 Grand Avenue  
Gurnee, IL 60031

**Tenant:** C & O Chicago LLC  
1415 W. 22<sup>nd</sup> Street – Suite 1250  
Oakbrook, IL 60521

**Landlord:** Portillo's Hot Dogs, Inc.  
100 W. Ontario  
Chicago, IL 60611

2.8 This Agreement shall inure to the benefit of and shall be binding upon Tenant, Landlord, Lender and their respective heirs, personal representatives, successors and assigns. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any of the provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision was not contained herein. This Agreement shall be governed by and construed accordingly to the laws of the State of Illinois.

2.9 Nothing contained in this Agreement shall in any way impair or affect the lien created by the Mortgage, except as specifically set forth herein and nothing herein shall be construed to abridge or adversely affect any right or remedy of Landlord under the Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed in manner and form sufficient to bind them, as of the date and year first above written.

TENANT:

C & O Chicago, LLC

Portillo's Hot Dogs, Inc. Managing Member

BY: [Signature]

ITS: President

LANDLORD:

Portillo's Hot Dogs, Inc.

BY: [Signature]

ITS: President

LENDER:

Grand National Bank

BY: [Signature]

ITS: Sr. Vice President

The undersigned, being the guarantor of Tenant's obligations under the Lease, hereby consents to the foregoing Agreement and reaffirms his obligations under the guaranty executed by him.

(Execute only if lease is guaranteed)

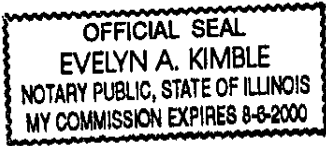
ACKNOWLEDGMENT

STATE OF ILLINOIS )  
COUNTY OF DuPAGE ) SS

I, EVELYN A. KIMBLE, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that RICHARD J. PORTILLO, President of Portillo's Hot Dogs, Inc., the Managing Member of C+O Chicago, LLC.

personally known to me to be the same person whose name subscribed to the foregoing instrument on behalf of Tenant, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal, this 5th day of April, 1999.

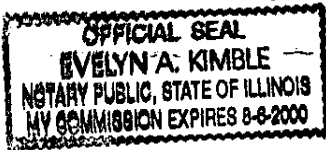


Evelyn A. Kimble  
Notary Public

STATE OF ILLINOIS )  
COUNTY OF DUPAGE ) SS

I, EVELYN A. KIMBLE, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that RICHARD J. PORTILLO personally known to me to be the same person whose name subscribed to the foregoing instrument on behalf of Lender, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal, this 5th day of April, 1999.



Evelyn A. Kimble  
Notary Public

STATE OF ILLINOIS )  
COUNTY OF Lake ) SS

I, Sandra Pikulski, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Fred J. Gross, Jr. personally known to me to be the same person whose name subscribed to the foregoing instrument on behalf of Lender, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal, this 19th day of March, 1999.

Sandra K. Pikulski  
Notary Public

