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NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS NON-DISTURBANCE AND ATTORNMENT AGREEMENT (the "Agreement"), made and entered into as of the 31st day of December, 1985, by and among Lucky Stores, Inc., a California corporation ("Lucky"), Amalgamated Trust and Savings Bank, as Trustee under a Trust Agreement dated December 30, 1985 and known as Trust No. 5107 ("Amalgamated"), and Warehouse Club, Inc., a Delaware corporation ("Warehouse Club"),

WITNESSETH: THAT

WHEREAS, Lucky is the tenant under that certain Lease (the "Master Lease") dated December 5, 1972 between DSL Service Company, a California corporation (the "Owner"), and Lucky, demising certain real property (the "Property") located in Arlington Heights, Illinois and legally described on Exhibit A attached hereto and made a part hereof; and

WHEREAS, contemporaneously herewith, Lucky and Amalgamated have entered into that certain Lease (the "Lucky Sublease") bearing even date herewith relating to the Property; and

WHEREAS, contemporaneously herewith, Lucky has assigned to Amalgamated all of Lucky's right, title and interest, as sub-landlord, in, to, and under the "Third Party Subleases" (which term shall have the same meaning herein as in the Lucky Sublease), the property demised pursuant to such Third Party Subleases being also subleased to Amalgamated (subject to the Third Party Subleases) pursuant to the Lucky Sublease (such assignment being, however, conditional upon Amalgamated not exercising its right to terminate the Lucky Sublease pursuant to Section 3(b) thereof and having as its effective date the "Commencement Date" of the Lucky Sublease); and

WHEREAS, contemporaneously herewith, Amalgamated and Warehouse Club have entered into that certain Lease (the "Warehouse Club Sublease") bearing even date herewith relating to the Property; and

THP05-0
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THIS INSTRUMENT PREPARED BY:

Thomas H. Page
Barack, Ferrazzano & Kirschbaum
333 West Wacker Drive
Suite 1120
Chicago, Illinois 60606
(312) 781-6900

RETURN TO:

Edward J. Wong, Jr., Esq.
Sachnoff Weaver & Rubenstein, Ltd.
30 South Wacker Dr., 29th Floor
Chicago, Illinois 60606

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WHEREAS, Lucky, Amalgamated and Warehouse Club desire to enter into certain agreements relative to the above-referenced transactions, on the terms and conditions described in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein and of the foregoing premises, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto hereby agree as follows:

1. Attornment and Non-Disturbance. Lucky, Amalgamated and Warehouse Club agree that, in the event the Lucky Sublease is terminated prior to the expiration of the "Lease Term" (as such term is defined in the Warehouse Club Sublease) on account of a default by Amalgamated under the Lucky Sublease, Warehouse Club agrees to attorn to Lucky (as the successor to Amalgamated's rights as sub-landlord under the Warehouse Club Sublease), and Lucky agrees to attorn to Warehouse Club (as sub-tenant under the Warehouse Club Sublease), on the terms and conditions specified in the Warehouse Club Sublease, subject to the following additional terms, provisions and conditions:

- (i) the aforesaid attornment shall be effective and self-operative without the execution of any other instruments on the part of the parties hereto immediately upon the termination of the Lucky Sublease on account of Amalgamated's default thereunder;
- (ii) any such attornment shall not result in any release or discharge of any damage claims or other rights and remedies as may be available to Amalgamated against Warehouse Club on account of any such attornment caused, directly or indirectly, by any default by Warehouse Club of its obligations under the Warehouse Club Sublease;
- (iii) in the event Lucky succeeds as aforesaid to Amalgamated's interest as sub-landlord under the Warehouse Club Sublease, Lucky shall not be
 - (x) liable for any act or omission of Amalgamated under the Warehouse Club Sublease; or
 - (y) subject to any offsets or defenses which Warehouse Club might have against Amalgamated under the Warehouse Club Sublease, except those expressly provided in the Warehouse Club Sublease; or

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- (z) bound by any prepayment of rent (in excess of the current month) or any other sums paid to Amalgamated under the Warehouse Club Sublease unless said sum(s) is actually received by Lucky.
- (iv) Warehouse Club agrees that it shall not materially alter, modify or change the terms of the Warehouse Club Sublease or cancel or terminate same or accept a surrender thereof without the prior written consent of Lucky;
- (v) Lucky agrees that, so long as Warehouse Club is not in default in the payment of rent or the performance of any of the terms, covenants, and conditions of the Warehouse Club Sublease on the part of Warehouse Club to be kept and performed (beyond any period given to cure such default), Warehouse Club's possession of the premises demised under the Warehouse Club Sublease and its rights and privileges under the Warehouse Club Sublease shall not be disturbed, interfered with or diminished by Lucky, and Lucky further expressly agrees that Warehouse Club shall have no responsibility or liability to Lucky to cure any default of Amalgamated giving rise to the termination of the Lucky Sublease as a condition to the non-disturbance covenant and agreement hereinabove contained; and
- (vi) Warehouse Club will give prompt written notice to Lucky of any default on the part of Amalgamated of the sub-landlord's obligations under the Warehouse Club Sublease, if such default is of such nature as to give Warehouse Club a right to (x) terminate or cancel the Warehouse Club Sublease, (y) reduce the rent or any additional rent or any other sum due under the Warehouse Club Sublease; or (z) credit or offset any amounts against future rents or charges payable under the Warehouse Club Sublease; and, in any such event or events, Lucky shall have the right and option to cure any such default within thirty (30) days after receipt of such written notice (or such longer cure period as may be granted Amalgamated under the Warehouse Club Sublease) prior to Warehouse Club exercising any of its said rights under the Warehouse Club Sublease;

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(vii) Lucky and Warehouse Club each acknowledge receipt of a copy of that certain Irrevocable Rental Direction bearing even date herewith delivered by Amalgamated to Warehouse Club with respect to the Warehouse Club Sublease and agree to be bound by its terms and further agree that Warehouse Club shall not be bound to account to Lucky, Amalgamated or any other person or entity for the application by Shop-Rite, Inc. of any funds received by it pursuant to such Direction or to that certain Collateral Assignment of Rentals bearing even date herewith from Amalgamated to Shop-Rite, Inc. and relating to rentals under the Warehouse Club Sublease.

2. Security Deposit. Amalgamated agrees to turn over to Lucky any security deposit held by it under the Warehouse Club Sublease (and, if any such security deposit is in the form of a letter of credit, to cause it to be assigned to Lucky) at the time of any termination of the Lucky Sublease as aforesaid, such security deposit to be held thereafter by Lucky in accordance with the terms and conditions of the Warehouse Club Sublease.

3. General Provisions.

(a) Successors and Assigns. Without expanding any rights of assignment or subletting granted under the Lucky Sublease or the Warehouse Club Sublease, this Agreement shall be binding and shall inure to the benefit of Lucky, Amalgamated, and Warehouse Club and their respective successors and assigns.

(b) Headings. Paragraph headings are not to be considered as part of this Agreement, but are included solely for convenience and are not intended to modify or explain or to be a full or accurate description of the content hereof.

(c) Complete Agreement; Amendment. This Agreement constitutes the complete agreement between the parties hereto with respect to the subject matter hereof and supercedes any prior or contemporaneous oral or written agreements, representations, warranties or covenants relative to the subject matter hereof. The parties hereto may amend or modify this Agreement in such a manner as may be agreed upon only by a written instrument executed by such parties.

(d) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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(e) Separability. In the event that any provision of this Agreement shall be unenforceable in whole or in part, such provision shall be limited to the extent necessary to render the same valid, or shall be excised from this Agreement, as circumstances require, and this Agreement shall be construed as if said provision had been incorporated herein as so limited, or as if said provision had not been included herein, as the case may be.

(f) Governing Law. This Agreement shall be construed in accordance with, enforced under and governed by the internal laws of the State of Illinois.

(g) Notices. Any notice required or permitted to be given hereunder shall be in writing, and shall be either personally delivered to the party to whom it is to be sent, or shall be sent by United States certified mail, return receipt request, postage prepaid, to the respective addresses of the parties set forth below, or to such other place as any party hereto may, by notice given as provided herein, designate for receipt of notices hereunder:

If to Lucky:

Lucky Stores, Inc.
Eagle Midwestern Region
P.O. Box 67
Rock Island, Illinois 61201
Attention: Vice President-Real
Estate

If to Amalgamated:

Amalgamated Trust and Savings
Bank
100 South State Street
Chicago, Illinois 60603
Attention: Land Trust
Department

With copies to:

Arling Corporation
c/o National Shopping Plazas,
Inc.
333 West Wacker Drive
Suite 1120
Chicago, Illinois 60606

and

Barack, Ferrazzano & Kirschbaum
333 West Wacker Drive
Suite 1120
Chicago, Illinois 60606
Attention: Thomas H. Page

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If to Warehouse Club:

Warehouse Club, Inc.
7420 N. Lehigh Avenue
Niles, Illinois 60648
Attention: Walter H. Teninga

With a copy to:

Sachnoff, Weaver & Rubenstein,
Ltd.
30 South Wacker Drive
Suite 2900
Chicago, Illinois 60606
Attention: Edward J. Wong, Jr.
and Eric Martin Friedler

IN WITNESS WHEREOF, Lucky, Amalgamated and Warehouse Club
have executed and delivered this Agreement as of the day and year
first above written.

LUCKY STORES, INC., a California
corporation

By: [Signature]
Its: R. C. BIALE, VICE PRESIDENT

Attest: [Signature]
Its: CHRISTOPHER MALAN
VICE PRESIDENT
AND SECRETARY

AMALGAMATED TRUST AND SAVINGS BANK,
AS TRUSTEE OF TRUST NO. 5107

By: [Signature]
Its: [Signature]

Attest: [Signature]
Its: Asst. Secretary

WAREHOUSE CLUB, INC.

See page 6 A for execution

By: _____
Its: _____

Attest: _____
Its: _____

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WAREHOUSE CLUB, INC.

By: Walter N. Terrence
Its: President
Attest: George A. Terrence
Its: Assistant Secretary

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State of _____)
County of _____) SS

The foregoing instrument was acknowledged before me
this _____ day of _____, 1985
by _____, as _____ President
and _____, as _____ of Lucky Stores,
Inc., a California corporation, on behalf of the Corporation.

NOTARY PUBLIC

My commission expires:

State of Illinois)
County of Cook) SS

The foregoing instrument was acknowledged before me
this 24 day of January, 1985
by Walter H. Torgerson, as President
and James L. ..., as ... of Warehouse Club,
Inc., a Delaware corporation, on behalf of the Corporation.

Sarah Bronberg
NOTARY PUBLIC

My commission expires:

May 7, 1989

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CORPORATE ACKNOWLEDGMENT

NO 99

State of California
County of Alameda

ss.

On this the 31st day of December 1985, before me,

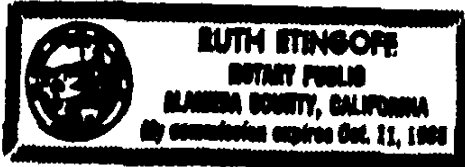
Ruth Ettingoff

the undersigned Notary Public, personally appeared

N. C. Biagi, Vice-President

Christopher McLain, Vice-President & Secretary

personally known to me
 proved to me on the basis of satisfactory evidence
to be the person(s) who executed the within instrument as
as noted above or on behalf of the corporation therein
named, and acknowledge to me that the corporation executed it.
WITNESS my hand and official seal.



Ruth Ettingoff
Notary's Signature

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State of Illinois)
County of Cook) SS

I, Sharon E. Brown, a notary public in and for the County and State aforesaid, do hereby certify that Edward C. Swenard, as Vice President of Amalgamated Trust and Savings Bank, and Brenda Porter Helms, as Ass't Sec'y of Amalgamated Trust and Savings Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Ass't Sec'y, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, as Trustee, for the uses and purposes therein set forth; and said Ass't Sec'y did also then and there acknowledge that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank, as Trustee, for the uses and purposes therein set forth.

Given under my hand and notarial seal as of this 6th day of January, 1986.

Sharon E. Brown
NOTARY PUBLIC

My commission expires:
My Commission Expires April 23, 1989

CHICAGO TITLE INS.
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EXHIBIT A

Legal Description

Lots 1 through 5 inclusive and Lots 7 through 14 inclusive of C. H. Taylor's Arlington Heights Acres, being a subdivision of that part of the Northwest 1/4 of the Southwest 1/4 of Section 21, Township 42 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois.

Common Street Address: 1700 East Rand Road, Arlington Heights, Illinois

Permanent Tax Numbers: 03-21-300-003; 03-21-300-004; 03-21-300-005 ; 03-21-300-006; 03-21-300-007; 03-21-300-008; 03-21-300-009; 03-21-300-010; 03-21-300-015; 03-21-300-016; 03-21-300-017; 03-21-300-018; 03-21-300-019.

Arlington Heights

3494504

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