

CROSS REFERENCE INSTRUMENT NOS.:

\_\_\_\_\_

SUBORDINATION, NON-DISTURBANCE AND



0020628949

ATTORNMENMENT AGREEMENT

THIS AGREEMENT is made and entered into this 21<sup>st</sup> day of May, 2002, by and among BOND DRUG COMPANY OF ILLINOIS, an Illinois corporation (hereinafter referred to as "Tenant"), with a mailing address of 200 Wilmot Road, Deerfield, Illinois 60015, VANILLA BLUE, LLC, an Illinois limited liability company with an address of 1345 North Wells, Chicago, Illinois 60610 (hereinafter referred to as "Landlord") and LASALLE BANK NATIONAL ASSOCIATION, as Landlord's Mortgagee (hereinafter referred to as "Mortgagee"), with a mailing address of 135 South LaSalle Street, Suite 1225, Chicago, Illinois 60603.

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**WITNESSETH:**

WHEREAS, Tenant has heretofore entered into a Lease dated June 30, 1997, with Landlord, whereby Landlord has demised to Tenant the premises described in said Lease, which are hereinafter referred to as the "Leased Premises" located on certain real estate legally described in Exhibit "A" attached hereto and made a part hereof (the "real estate"); said Lease together with any amendments or modifications thereof, whether now or hereafter existing, shall be hereunder referred to as the "Lease"; and

WHEREAS, Landlord has executed and delivered to Mortgagee, a Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing and an Assignment of Rents and Leases, each dated MAY 29, 2002, and filed with the Recorder of Cook County, Illinois on 6-4-2002, as Document Nos. 0020628945 and 0020628946 together with related security documents (collectively the "Mortgage") encumbering the real estate to secure an indebtedness of \$38,500,000; and

WHEREAS, Mortgagee, as a condition to making the loan secured by the Mortgage ("Loan"), has requested the execution of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and in consideration of One Dollar (\$1.00) by each of the parties hereto paid to the other, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby covenant and agree as follows:

1. The Lease is and shall continue to be subject and subordinate to the Mortgage and to all renewals, modifications, consolidations, replacements, and extensions thereof, to the full extent of the principal sum secured thereby and interest accrued and from time to time unpaid thereon, subject to the terms of this Agreement.

2. In the event Mortgagee or any other party acquires title or right of possession of the Leased Premises under said Mortgage through foreclosure, or otherwise, said Lease shall

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remain in full force and effect and Tenant shall continue occupancy of the Leased Premises in accordance with the terms and provisions of said Lease. In such event, Mortgagee or any other party shall be in all respects bound by said Lease as Landlord and by all of Tenant's rights thereunder. If Mortgagee or such other party succeeds to the interest of Landlord under the Lease and becomes bound thereby, Mortgagee or such other party shall have all rights and remedies of Landlord under the Lease. In the event of a conflict between the provisions of the Lease and the Mortgage, the terms of the Lease shall prevail.

3. Tenant agrees that upon receipt of written notice from Mortgagee of an uncured default by Landlord under the Mortgage or the Note secured by the Mortgage, all checks for all or any part of rentals and other sums payable by Tenant under the Lease shall be delivered to and drawn to the exclusive order of Mortgagee until Mortgagee or a court of competent jurisdiction direct otherwise. Such an assignment of rents shall not relieve Landlord of any of its obligations under said Lease and shall not modify or diminish any rights granted to Tenant by said Lease or this Agreement, including but not limited to, Tenant's rights of offset or deduction. Landlord specifically consents to this Paragraph 3. Landlord relieves Tenant of all liability for the payment of any sums as required under this Paragraph 3. Tenant shall have no liability nor obligation to verify the existence of any default so alleged by Mortgagee. Tenant may rely on Mortgagee's notice under this Paragraph 3 regardless of any conflicting or contrary demands by Landlord.

4. (a) Tenant shall use reasonable efforts to provide written notice to Mortgagee of all defaults by Landlord of those obligations under the Lease which are of such a nature as to give Tenant a right to terminate the Lease, to reduce rent, or to credit or offset any amounts against future rents, and Mortgagee shall have the same opportunity as provided to Landlord in said Lease (but shall not be required) to cure the same. Tenant's failure to provide such notice to Mortgagee shall not be a default by Tenant of this Agreement or the Lease, except that Mortgagee shall not be bound by defaults, offsets or deductions of which it has not received notice (as more fully set forth in Paragraph 6 below), and except that Tenant shall not have the right to terminate the Lease unless Mortgagee has received notice of the Landlord's default and an opportunity to cure same pursuant to this Paragraph 4(a).

(b) All notices under this Agreement shall be in writing and if addressed to Tenant, to 200 Wilmot Road, Deerfield, Illinois 60015, Attention Law Department, and if addressed to Mortgagee, to:

LaSalle Bank National Association  
135 South LaSalle Street, Suite 1225  
Chicago, Illinois 60603  
Attn: Commercial Real Estate Group

And

LaSalle Bank National Association  
135 South LaSalle Street, Suite 1925  
Chicago, Illinois 60603  
Attn: Real Estate Capital Markets

and if addressed to Landlord, to

Vanilla Blue, LLC  
c/o Syndicated Equities Corporation  
1345 North Wells Street  
Chicago, Illinois 60610  
Attn: Richard Kaplan

And

Piper Marbury Rudnick & Wolfe  
203 North LaSalle Street, Suite 1800  
Chicago, Illinois 60601-1293  
Attn: William Rudnick

provided that each party by like notice may designate any future or different addresses to which subsequent notices shall be sent. Notices shall be deemed given upon receipt or upon refusal to accept delivery.

5. In the event it should become necessary to foreclose the Mortgage, the Mortgagee thereunder will not join the Tenant as a party defendant in any foreclosure proceedings, except to the extent necessary by applicable state law to accomplish the foreclosure and then not to disturb Tenant's possession nor interfere with any of Tenant's rights under the Lease.

6. In the event that the Mortgagee or its designee shall, in accordance with the foregoing, succeed to the interest of the Landlord under the Lease, the Mortgagee agrees to be bound (or to cause its designee 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 Mortgagee, its designee or the purchaser at any foreclosure sale, of the real estate and/or Leased Premises or any part thereof, 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, and the Tenant shall have the same remedies against the Mortgagee, designee or purchaser for the breach of any agreement contained in the Lease that the Tenant might have under the Lease against the Landlord; provided, however, that the Mortgagee, designee or purchaser shall not be:

(a) liable for any act or omission of any prior landlord (including the Landlord) except those which constitute a default of Landlord under the Lease and of which Tenant has notified Mortgagee;

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(b) subject to any offsets or defenses which the Tenant might have against any prior landlord (including the Landlord) except those which arise out of Landlord's default under the Lease and of which Tenant has notified Mortgagee;

(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 Landlord); or

(d) bound by any amendment or modification of the Lease made without the consent of Mortgagee subsequent to the date hereof.

7. If the Lease is terminated under Paragraph 16 of the Lease due to a fire or other casualty, and Tenant is required to pay any insurance or self-insurance proceeds to Landlord as set forth in Paragraph 22 of the Lease, then so long as the Mortgage and Loan shall be in effect, Tenant shall pay such proceeds by a check jointly payable to Landlord and Mortgagee.

Such Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

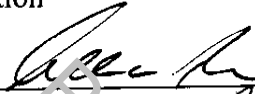
**[Signature Page Follows]**

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

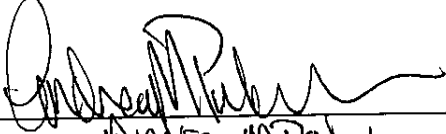
**TENANT:**

**BOND DRUG COMPANY OF ILLINOIS**, an Illinois corporation

By:   
Name: Allen M. Resnick  
Title: Vice President

**MORTGAGEE:**

**LASALLE BANK NATIONAL ASSOCIATION**

By:   
Name: Andrea M. Palumbo  
Title: TVP

**LANDLORD:**

**VANILLA BLUE, LLC**, an Illinois limited liability company

By: See Signature Page Attached  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

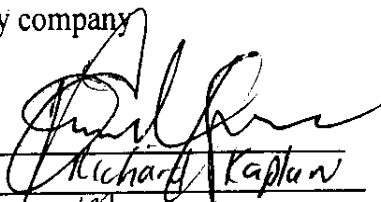
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*[signature page to Bond Drug SNDA]*

**LANDLORD:**

**VANILLA BLUE, LLC**, an Illinois  
limited liability company

By:   
Name: Richard Kaplan  
Its: Manager

Property of Cook County Clerk's Office

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STATE OF ILLINOIS        )  
   ) SS.  
 COUNTY OF LAKE         )

Before me, a Notary Public in and for said County and State, personally appeared Allan M. Resneck, the Vice President of Bond Drug Company of Illinois, an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, and acknowledged that he/she signed and delivered such instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes set forth therein.

Witness my hand and Notarial Seal this 21st day of May, 2002



Barbara A Byrne  
 Notary Public

Printed

My Commission expires:

\_\_\_\_\_

My County of Residence:

Lake

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State of Illinois     )  
                               )  
 County of Cook     )

SS

I, Susan Plichta, the undersigned, a Notary Public in and for said County, in the state aforesaid, do hereby certify that Richard Kaplan, the Manager of Vanilla Blue, LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the same instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 24<sup>th</sup> day of May, 2002.

*Susan Plichta*  
 \_\_\_\_\_  
 Notary Public

My Commission expires October 11, 2003.



Property of Cook County Clerk's Office



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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

Before me, a Notary Public in and for said County and State, personally appeared Andrea M. Patchin, a 1st V. P. of LASALLE BANK NATIONAL ASSOCIATION, a national banking association, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such 1st V. P., and acknowledged that he/she signed and delivered such instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes set forth therein.

Witness my hand and Notarial Seal this 29<sup>th</sup> day of May, 2002.

Maria T. Esparza  
Notary Public

Maria T. Esparza  
Printed

My Commission expires:

My County of Residence:



COOK

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## EXHIBIT A

### LEGAL DESCRIPTION OF REAL ESTATE

PARCEL 1:

THE EAST 1/2 OF LOT 2, ALL OF LOT 3 AND THE NORTH 130.00 FEET OF LOT 4 IN BLOCK 94 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 6, 7 AND 8 IN ASSESSOR'S DIVISION OF LOT 4 OF BLOCK 94 OF SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINs:            17-16-202-003  
                      17-16-202-004  
                      17-16-202-005  
                      17-16-202-006  
                      17-16-202-007  
                      17-16-202-008  
                      17-16-202-009  
                      17-16-202-010  
                      17-16-202-011  
                      17-16-202-012

Address:        201 West Madison  
  
                      Chicago, Illinois

This Document Prepared by  
and after Recording Return to:

Much Shelist Freed Denenberg  
 Ament & Rubenstein, P.C.  
 200 N. LaSalle Street, Suite 2100  
 Chicago, IL 60601-1095  
 Attn: Michael D. Burstein, Esq.

*This space reserved for Recorder's use only*

