



0801833135

AFTER RECORDING RETURN TO:  
Staples, Inc.  
500 Staples Drive  
P.O. Box 9271  
Framingham, MA 01701-9271  
Attention: Real Estate Legal Department

Doc#: 0801833135 Fee: \$70.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/18/2008 02:05 PM Pg: 1 of 8

**SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT**  
(Mortgage)

**THIS AGREEMENT** is made as of January 16, 2008, by and among JACKSON NATIONAL LIFE INSURANCE COMPANY, a Michigan corporation, c/o PPM Finance, Inc., Closing Department ("Mortgagee"), RDG ORLAND PARK, LLC, an Illinois limited liability company, successor-in-interest to OPP II, L.L.C. ("Landlord"), and STAPLES THE OFFICE SUPERSTORE EAST, INC., a Delaware corporation ("Tenant").

Reference is made to a mortgage ("Mortgage") from Landlord to Mortgagee, dated JANUARY 16, 2008 and recorded January 18, 2008. ~~Page AS of the~~  
Doc# 0801833130.

Reference is made to a lease ("Lease") dated January 3, 2007, between Landlord and Tenant, demising premises located at 9510 156<sup>th</sup> Street, Orland Park, IL, which premises is situated within the property covered by said Mortgage.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual promises contained herein, the parties agree as follows:

1. Mortgagee hereby consents to the Lease and all of the provisions thereof.
2. Subject to the terms hereof, the Lease is and shall be subject and subordinate at all times to the lien of the Mortgage and to all renewals, replacements and extensions of the Mortgage to the full extent of the principal sum secured thereby and interest thereon.
3. Tenant agrees that if the holder of said Mortgage, or any person claiming under said holder (whether by a foreclosure, deed in lieu of foreclosure or otherwise), shall succeed to the interest of Landlord in said Lease, Tenant will recognize, and attorn to, said holder, or such other person, as its landlord under the terms of said Lease.
4. Mortgagee agrees that, in the event of foreclosure or other right asserted under said Mortgage by the holder thereof, said Lease and the rights of Tenant thereunder

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shall continue in full force and effect and shall not be terminated or disturbed (whether by a foreclosure, deed in lieu of foreclosure or otherwise), except for default continuing after notice and beyond any applicable grace period and otherwise in accordance with the provisions of said Lease.

5. In the event Mortgagee succeeds to the interest of landlord under the Lease, Tenant will have the same remedies against Mortgagee for any default under the Lease; provided, however, that Mortgagee shall not be:

- (i) liable for any act or omission of any prior landlord (including Landlord) under the Lease, except for non-monetary defaults of a continuing nature;
- (ii) subject to any off-sets or abatements against Base Rent or other charges which Tenant may have against any prior landlord (including Landlord), except for the exercise of rights expressly set forth in the Lease;
- (iii) bound by any Base Rent or other charges which Tenant might have paid for more than the current month to any prior landlord (including Landlord), except as expressly required under the Lease; or
- (iv) bound by any amendment or modification of the Lease made without its consent, which consent shall not be unreasonably withheld or delayed.

Nothing herein contained shall impose any obligations upon Mortgagee to perform any of the obligations of Landlord under the Lease, unless and until Mortgagee shall become owner or mortgagee in possession of the Premises.

6. Tenant agrees to provide Mortgagee with a copy of any notice of default Tenant may send to Landlord pursuant to the terms of the Lease. Tenant agrees that Mortgagee shall have the same opportunity and the same period of time to cure any default of Landlord as provided Landlord pursuant to the terms of the Lease. Unless changed by written notice to Tenant, Mortgagee's notice address is as follows:

Jackson National Life Insurance Company - U/O PPM Finance, Inc.  
225 W. Wacker, Suite 1200  
Chicago, IL 60606

With a copy to: PPM Finance, Inc.  
225 W. Wacker, Suite 1200  
Chicago, IL 60606  
Attn: Closing Department

All notices between Mortgagee and Tenant shall be sent in the manner set forth under the Lease.

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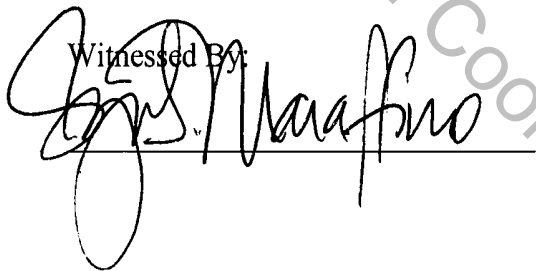
7. Landlord agrees that, except as expressly provided herein, this Agreement does not constitute a waiver by Mortgagee of any of its rights under the Mortgage or related documents, and that the Mortgage and any related documents remain in full force and effect and shall be complied with in all respects by Landlord.

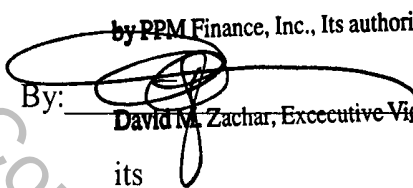
8. No material modification, amendment, waiver or release of any provision of this Agreement or of any right, obligation, claim or cause of action arising hereunder shall be valid or effective unless in writing and signed by the parties.

The benefits and burdens of this Agreement shall inure to and bind the successors and assigns of the respective parties hereto.

**IN WITNESS WHEREOF**, each party has caused this instrument to be executed under seal by its duly authorized representative.

MORTGAGEE:  
JACKSON NATIONAL LIFE  
INSURANCE COMPANY

Witnessed By:  


by PPM Finance, Inc., Its authorized agent  
By:   
David M. Zachar, Executive Vice President  
its

LANDLORD:  
RDG ORLAND PARK, LLC

Witnessed By:  
\_\_\_\_\_

By: \_\_\_\_\_  
its

TENANT:  
STAPLES THE OFFICE SUPERSTORE  
EAST, INC.

Witnessed By:  
\_\_\_\_\_

By: \_\_\_\_\_  
its

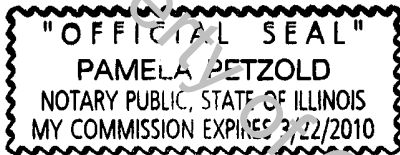
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## ACKNOWLEDGMENTS

STATE OF IL)  
COUNTY OF Cook)

Jan 16, 2008

Then appeared before me David Zucker, a resident of Cook City and Exec Vice President of PPM Finance and acknowledged that he signed and delivered the foregoing instrument on behalf of such corporation, pursuant to authority given by its Board of Directors, as his free act and deed and as the free and act and deed of such corporation.



*[Handwritten Signature]*

Name: Pamela Petzold  
Notary Public  
My Commission Expires: 3/22/2010

STATE OF \_\_\_\_\_)  
COUNTY OF \_\_\_\_\_)

\_\_\_\_\_, 2008

Then appeared before me \_\_\_\_\_, a resident of \_\_\_\_\_ and \_\_\_\_\_ of \_\_\_\_\_ and acknowledged that he signed and delivered the foregoing instrument on behalf of such corporation, pursuant to authority given by its Board of Directors, as his free act and deed and as the free and act and deed of such corporation.

Name: \_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

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7. Landlord agrees that, except as expressly provided herein, this Agreement does not constitute a waiver by Mortgagee of any of its rights under the Mortgage or related documents, and that the Mortgage and any related documents remain in full force and effect and shall be complied with in all respects by Landlord.

8. No material modification, amendment, waiver or release of any provision of this Agreement or of any right, obligation, claim or cause of action arising hereunder shall be valid or effective unless in writing and signed by the parties.

The benefits and burdens of this Agreement shall inure to and bind the successors and assigns of the respective parties hereto.

**IN WITNESS WHEREOF**, each party has caused this instrument to be executed under seal by its duly authorized representative.

MORTGAGEE:  
JACKSON NATIONAL LIFE  
INSURANCE COMPANY

Witnessed By:

\_\_\_\_\_

By: \_\_\_\_\_

its

LANDLORD:  
RDG ORLAND PARK, LLC

\* By: Huntington Tower Associates  
It: Sole Member  
By: Towers / H Investments  
It: LLC

By: [Signature]

By: RDG Investments, LLC  
It: GP Its Sole Member

Witnessed By:

[Signature]

TENANT:  
STAPLES THE OFFICE SUPERSTORE  
EAST, INC.

Witnessed By:

[Signature]

By: [Signature]

**PAUL VAN CAMP**  
its **Vice President, Property Management**

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## ACKNOWLEDGMENTS

STATE OF \_\_\_\_\_ ) \_\_\_\_\_, 2008  
COUNTY OF \_\_\_\_\_ )

Then appeared before me \_\_\_\_\_, a resident of \_\_\_\_\_ and \_\_\_\_\_ of \_\_\_\_\_ and acknowledged that he signed and delivered the foregoing instrument on behalf of such corporation, pursuant to authority given by its Board of Directors, as his free act and deed and as the free and act and deed of such corporation.

\_\_\_\_\_  
Name:  
Notary Public  
My Commission Expires:

STATE OF Illinois ) \_\_\_\_\_, 2008  
COUNTY OF Cook )

Then appeared before me Roy G. Hill, a resident of Cook County and \_\_\_\_\_ of \_\_\_\_\_ and acknowledged that he signed and delivered the foregoing instrument on behalf of such corporation, pursuant to authority given by its Board of Directors, as his free act and deed and as the free and act and deed of such corporation. Sole Member



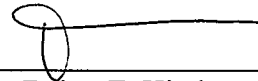
\_\_\_\_\_  
Name:  
Notary Public  
My Commission Expires: 3-1-2011

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COMMONWEALTH OF MASSACHUSETTS)  
 COUNTY OF MIDDLESEX)

8 January, 2008

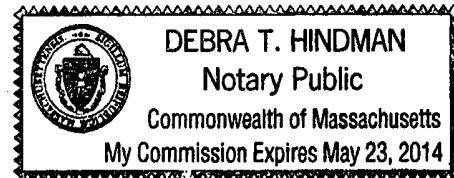
Then appeared before me Paul Van Camp, a resident of Southbridge, MA and Vice President – Property Management of Staples the Office Superstore East, Inc. and acknowledged that he signed and delivered the foregoing instrument on behalf of such corporation, pursuant to authority given by its Board of Directors, as his free act and deed and as the free and act and deed of such corporation.



Name: Debra T. Hindman

Notary Public

My Commission Expires: 5/23/2014



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STREET ADDRESS: 15417 LAGRANGE ROAD  
CITY: ORLAND PARK COUNTY: COOK  
TAX NUMBER:

**LEGAL DESCRIPTION:**

LOT 8 IN THE FINAL PLAT OF LOWE'S ORLAND PARK SUBDIVISION, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 AND THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 0517503092, IN COOK COUNTY, ILLINOIS.

pin #  
27-15-308-001  
Property of Cook County Clerk's Office