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Doc#: 1208012011 Fee: \$58.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/20/2012 08:40 AM Pg: 1 of 11

THIS DOCUMENT TO BE RETURNED
Prepared by r
TO AFTER RECORDING:

WALGREEN CO.

104 Wilmot Road, MS 1420

Deerfield, Illinois 60015

Attn: Ms. Heather Brennan

Real Estate Law Department (Site No. 1243-2)

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT made in multiple copies as of the 12th day of March, 2012, by and between Bank of America, N.A., a national banking association, as Administrative Agent for a group of Lenders ("Mortgagee"), Ascent CH2, LLC, a Delaware limited liability company ("Landlord") and WALGREEN CO., an Illinois corporation ("Tenant");

WITNESSETH:

WHEREAS, Mortgagee is the mortgagee under that certain Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing executed by Landlord, as mortgagor, dated as of March 12, 2012, recorded on _____, 2012, as Document No. 1208012009 in the Official Records of Cook County, State of Illinois (as amended from time to time, the "Mortgage"), which mortgage covers the property located at 505 Railroad Avenue, in Northlake, Illinois 60164 and legally described on Exhibit "A" attached hereto and made a part hereof (the "Property");

WHEREAS, by Lease dated as of May 16, 2011 and Agreement Regarding Leases dated as of May 16, 2011 (collectively, the "Lease"), Landlord, as landlord, leased to Tenant, as tenant, certain premises within the Property as more particularly described in the Lease (the "Leased Premises");

WHEREAS, Mortgagee, Tenant and Landlord desire to confirm their understanding with respect to said Lease and said Mortgage;

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NOW, THEREFORE, in consideration of the premises and the mutual covenants and promises contained herein and other good and valuable consideration, the parties agree as follows:

1. Subject to the covenants, terms and conditions of this Agreement, said Lease is hereby subordinated to the lien of said Mortgage and all related loan documents, but not to the other terms of the Mortgage and other loan documents. If there shall be a conflict between the terms of said Lease and the terms of said Mortgage, the terms of said Lease shall prevail.
2. In the event Mortgagee or any other party (collectively "Successor Landlord") acquires title or right of possession of the Leased Premises under said Mortgage through foreclosure, or other procedure related to a default under the Mortgage, said Lease shall 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, during the period that it holds title to or possession of the Leased Premises, Successor Landlord shall be in all respects bound by said Lease as Landlord and by all of Tenant's rights thereunder. Successor Landlord's remedies pursuant to the Lease will be in full force and effect once Successor Landlord succeeds to the interest of Landlord under the Lease and once Successor Landlord is bound by all of the terms and conditions of said Lease in accordance with the terms of this Agreement.
3. So long as Successor Landlord shall be bound by the terms and conditions of said Lease in accordance with the terms of this Agreement, Tenant shall attorn to Successor Landlord when Successor Landlord is in possession of the Leased Premises, whether such possession is pursuant to Mortgagee's rights under said Mortgage (which such attornment shall be effective and self operative without the execution of any further instrument on the part of any of the parties hereto), or other procedure related to a default under the Mortgage or a deed in lieu of foreclosure and will continue occupancy of the Leased Premises under the same terms and conditions of said Lease. Upon request, Tenant shall execute an instrument acknowledging such attornment, consistent with the provisions of this Agreement.
4. Mortgagee shall not include Tenant in any foreclosure proceeding involving the Leased Premises, unless required by applicable state law for Mortgagee to accomplish the foreclosure and then not to interfere with or diminish Tenant's rights under said Lease or disturb Tenant's possession.
5. In the event that Successor Landlord succeeds to the interest of Landlord under such Lease, Successor Landlord shall not be:
 - a). Liable for any act or omission of any prior landlord (including Landlord) or subject to any offsets or defenses which Tenant might have against any prior landlord (including Landlord) except for defaults under the Lease of a continuing nature of which Tenant has notified Mortgagee prior to Successor Landlord becoming bound by the Lease in accordance with paragraph 2; provided, however, that Successor Landlord will not be held liable for any consequential damages accruing for acts or omissions of any prior landlord (including Landlord); or

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b.) Bound by any payment of any rent or additional rent which 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 Mortgagee's written consent.

6. During the continuance of said Mortgage, Tenant shall give written notice to Mortgagee of all defaults by Landlord under the Lease, and Mortgagee shall have the same opportunity as provided to Landlord in said Lease (but shall not be required) to cure the same. In any event (except as otherwise provided in the next sentence of this paragraph), Tenant's failure to provide Mortgagee such written notice shall not impair any rights granted or derived by Tenant under said Lease and/or this Agreement. In no event shall Tenant terminate the Lease under Section 3.4 or 12.7(e) as a result of any breach or default of the Lease unless Tenant has provided Mortgagee notice and afforded the Mortgagee the same opportunity to cure such breach or default as provided to Landlord in said Lease; provided, however, that Mortgagee shall not be obligated to remedy or cure any default of Landlord under the Lease.

7. Tenant hereby agrees that upon receipt of written notice from Mortgagee of a default by Landlord under said Mortgage, all checks for rent and other sums payable by Tenant under said Lease to Landlord shall, from the date of Tenant's receipt of such written notice, be delivered to and drawn to the exclusive order of Mortgagee until Mortgagee or a court of competent jurisdiction shall direct otherwise. Such an assignment of rent 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. Landlord hereby consents and agrees to the provisions of this paragraph and hereby authorizes Tenant to direct all rental and other payments under said Lease as provided by this paragraph. Landlord hereby relieves Tenant from any liability by reason of Tenant's payment of any sums under said Lease as required by this paragraph. Tenant shall have no obligation to verify the existence of any such default stated in the notice from Mortgagee under this paragraph.

8. Tenant hereby agrees that it will not agree with Landlord to terminate the Lease or any portion thereof (except pursuant to termination rights expressly granted to Tenant under the Lease).

9. In the event Successor Landlord acquires title or right of possession of the Leased Premises, Tenant acknowledges and agrees that the liability of such Successor Landlord under the Lease shall be limited to its interest in the property described on Exhibit "A" and the rents, income and profits therefrom. Except as expressly provided herein, Tenant shall have all of its equitable remedies against Successor Landlord as provided in the Lease. Except as expressly provided in this Agreement, nothing contained herein shall otherwise limit Tenant's rights or remedies as provided in the Lease.

10. All notices under this Agreement shall be deemed to have been duly given if made in writing and sent by United States certified or registered mail, postage prepaid, or by overnight delivery service providing proof of receipt, and addressed as follows:

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If to Mortgagee: Bank of America, N.A.
7800 Forsyth Blvd., Suite 450
Clayton, MO 63105
Attn: Jeff Hendricks

With a copy to: Bank of America, N.A.
135 South LaSalle Street, 6th Floor
Mail Code: IL4-135-06-41
Chicago, IL 60603
Attn: Julie Frapolly

If to Tenant: Walgreen Co.
104 Wilmot Road, MS 1420
Deerfield, Illinois 60015
Attn: Real Estate Law Department (Site No. 1243-2)

If to Landlord: Ascent CH2, LLC
9643 Olive Boulevard
St. Louis, Missouri 63132
Attention: Phil Horstmann

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.

11. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature and acknowledgment of, or on behalf of, each party, or that the signature and acknowledgment of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures and acknowledgment of, or on behalf of, each of the parties hereto. Any signature and acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures and acknowledgments thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature and acknowledgment pages.

12. This Agreement shall also bind and benefit the heirs, legal representatives, successors and assigns of the respective parties hereto, and all covenants, conditions and agreements herein contained shall be construed as running with the land.

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IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement, under seal, as of the day and year first above written.

TENANT:

WALGREEN CO.

MORTGAGEE:

BANK OF AMERICA, N.A., as Administrative Agent

By: 

By: _____

Name: Richard N. Steiner

Name: _____

Title: Director, Real Estate Law

Title: _____

LANDLORD:

ASCENT CH2, LLC

By: Grande Property Holdings, LLC

By: _____

Name: _____

Title: _____

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement, under seal, as of the day and year first above written.

TENANT:

WALGREEN CO.

By: _____

Name: _____

Title: _____

MORTGAGEE:

BANK OF AMERICA, N.A., as Administrative Agent

By: Jeff Hendricks

Name: Jeff Hendricks

Title: Vice President

LANDLORD:

ASCENT CH2, LLC

By: Grande Property Holdings, LLC

By: _____

Name: _____

Title: _____

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement, under seal, as of the day and year first above written.

TENANT:

WALGREEN CO.

By: _____

Name: _____

Title: _____

MORTGAGEE:

BANK OF AMERICA, N.A., as Administrative Agent

By: _____

Name: _____

Title: _____

LANDLORD:

ASCENT CH2, LLC

By: Grande Property Holdings, LLC

By: *[Signature]*

Name: PETER HOPSTMAN

Title: MANAGER

Property of Cook County Clerk's Office

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STATE OF ILLINOIS §
 §
COUNTY OF LAKE §

On this 1st day of March 2012, before me appeared Richard N. Steiner, to me personally known, who, being by me duly sworn, did say that he is the Director, Real Estate Law of Walgreen Co., an Illinois corporation, and that said instrument was signed in behalf of said corporation by authority of its board of directors, and said Director, Real Estate Law acknowledged said instrument to be the free act and deed of said corporation.

(Seal)



Patricia C. Curescu

Notary Public

My term expires: 10.24.2015

STATE OF _____ §
 §
COUNTY OF _____ §

On this ____ day of _____ 2012, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he/she is the _____ of Bank of America, N.A., a national banking association, and that said instrument was signed in behalf of said association by due authority, and said _____ acknowledged said instrument to be the free act and deed of said association.

(Seal)

Notary Public

My term expires:

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STATE OF ILLINOIS §
§
COUNTY OF LAKE §

On this ____ day of _____ 2012, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of Walgreen Co., an Illinois corporation, and that said instrument was signed in behalf of said corporation by authority of its board of directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

(Seal)

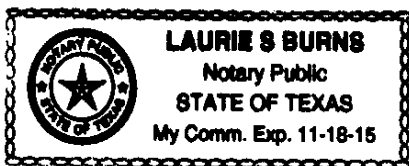
Notary Public

My term expires:

STATE OF TEXAS §
§
COUNTY OF DALLAS §

On this 29 day of FEBRUARY 2012, before me appeared JEFF HENDRICKS, to me personally known, who, being by me duly sworn, did say that he/she is the VICE PRESIDENT of Bank of America, N.A., a national banking association, and that said instrument was signed in behalf of said association by due authority, and said JEFF HENDRICKS acknowledged said instrument to be the free act and deed of said association.

(Seal)



Laurie S. Burns
Notary Public

My term expires:

11.18.15

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STATE OF MO §

COUNTY OF St. Louis §

On this 1 day of March 2012, before me appeared Phil Horstmann, to me personally known, who, being by me duly sworn, did say that he/she is the manager of Grande Property Holdings, LLC, a Missouri limited liability company, as manager of Ascent CH2, LLC, a Delaware limited liability company, and that said instrument was signed in behalf of said entities by due authority, and said manager acknowledged said instrument to be the free act and deed of said entities.

(Seal)

ANGELA M. KREIBER
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
Commission No. 08610955
My Commission Expires 7-30-2012
My term expires:



Notary Public

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EXHIBIT A

LEGAL DESCRIPTION

LOTS 1 AND 3 IN NORTHLAKE BUSINESS PARK, BEING A SUBDIVISION OF PART OF THE
EAST 1/2 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

12 31 200 0234
025

SOS Railroad Ave
North Lake Ill