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THIS INSTRUMENT WAS PREPARED BY
AND WHEN RECORDED RETURN TO:

Gary L. Plotnick
Thompson Coburn LLP
55 East Monroe Street, 37th Floor
Chicago, IL 60603



Doc# 1710139180 Fee \$54.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 04/11/2017 02:27 PM PG: 1 OF 9

SUBORDINATION, NONDISTURBANCE, AND ATTORNMENMENT AGREEMENT

THIS AGREEMENT (the "Agreement") made and entered into this 22nd day of December, 2016 by and among **VITAMIN SHOPPE INDUSTRIES INC.**, a(n) New York Corporation ("Tenant"), having its principal office at 2101 91st Street, North Bergen NJ 07047, **WINTRUST BANK**, an Illinois banking corporation, having its principal office ("Wintrust"), having its principal office at 231 South LaSalle Street, 2nd Floor, Chicago, Illinois 60604, and **KDP MATTESON LLC**, an Illinois limited liability company ("Landlord"), having its principal office at 515 North State Street, Suite 2660, Chicago, Illinois 60654.

RECITALS:

A. Wintrust has agreed to make a loan (the "Loan") to Landlord in the amount of \$3,015,00.00, to be secured by a Mortgage (the "Mortgage") on the real property legally described on Exhibit A attached hereto (the "Premises");

B. Tenant is the present lessee under a lease dated January 20, 2010 for the Premises (said lease, as amended from time to time, being referred to as the "Lease"); and

C. Landlord and Tenant have agreed to subordinate the Lease to the lien of the Mortgage provided that Wintrust agrees that Tenant's possession of the Premises shall not be disturbed as a result of a foreclosure of the Mortgage or a deed given in lieu thereof so long as Tenant is not in default under the Lease and provided Tenant attorns to the purchaser at the foreclosure sale or at a sale pursuant to the power of sale in the Mortgage through a deed in lieu of foreclosure and recognize said purchaser as Landlord under the Lease); and

D. Wintrust and Tenant are willing to agree to said subordination under the terms and conditions hereinafter provided.

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NOW, THEREFORE, in consideration of the mutual covenants herein contained, the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and notwithstanding anything in the Lease to the contrary, it is agreed as follows:

1. Wintrust, Tenant and Landlord do hereby covenant and agree that the Lease is and shall be subject and subordinate in all respects to the lien of the Mortgage and to any renewal, modification, or extension of same with the same force and effect as if the Mortgage had been executed, delivered and recorded prior to the execution and delivery of the Lease.

2. So long as Tenant is not in default (beyond any period given Tenant to cure such default) in the payment of rent or additional rent or in the performance of any of the terms, covenants or conditions of the Lease on Tenant's part to be performed, Tenant's possession of the Premises and Tenant's rights and privileges under the Lease, or any extensions or renewals thereof which may be effected in accordance with any option therefor in the Lease, shall not be diminished or interfered with by Wintrust, or its successors or assigns, and Tenant's occupancy of the Premises shall not be disturbed by Wintrust, or its successors or assigns, for any reason whatsoever during the term of the Lease or any such extensions or renewals thereof.

3. So long as Tenant is not in default (beyond any period given Tenant to cure such default) in the payment of rent or additional rent or in the performance of any of the terms, covenants or conditions of the Lease on Tenant's part to be performed, Wintrust, or its successors or assigns, will not join Tenant as a party defendant in any action or proceeding for the purpose of terminating Tenant's interest and estate under the Lease.

4. Notwithstanding any provisions of Paragraphs 2 and 3 hereof to the contrary, in the event of any foreclosure of the Mortgage or conveyance in lieu of foreclosure, Wintrust and Tenant agree that neither Wintrust, its successors or assigns, nor any other party acquiring the Premises upon a foreclosure sale or by a conveyance in lieu of foreclosure, as the case may be (the "Foreclosure Purchaser"), shall in any way or to any extent (i) be bound by any previous material modification or amendment of the Lease which would adversely affect any right Wintrust may have under the Lease or by any previous prepayment of rent for a period greater than one (1) month, unless such modification, amendment or prepayment shall have been expressly approved in writing by Wintrust, or its successors or assigns, other than the exercise of rights, options or elections contained in the Lease, (ii) be bound by any assignment of Tenant's interest in the Lease by Tenant or by operation of law or otherwise (except for any assignment of Tenant's interest in the Lease by Tenant made in accordance with the terms of the Lease), without the express prior written consent of Wintrust, or its successors or assigns, (iii) be obligated or liable to Tenant with respect to any construction, completion or renovation of the improvements on the Premises or the Premises for Tenant's use other than ordinary maintenance and repair, or (iv) be obligated or liable to Tenant with respect to any act or failure to act on the part of Landlord, provided, however, that Wintrust, its successors or assigns shall be liable for the performance of any covenant or obligation of Landlord under the Lease that accrues from and after the date that Wintrust takes title to the property; Tenant shall have no right to assert or claim any of the foregoing or any damages arising therefrom against Wintrust, its successors or

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assigns, or the Foreclosure Purchaser, whether as an offset or defense or otherwise, except for any default that remains unremedied after Tenant had notified Wintrust and had given Wintrust the opportunity to cure.

5. Without limitation of the foregoing, Tenant further agrees as follows:

(a) That in the event Wintrust or any successors in interest shall succeed to the rights of landlord under the Lease, whether through possession, surrender, assignment, judicial action, foreclosure of the Mortgage, the exercise of the power of sale thereunder or by a conveyance in lieu of foreclosure, Tenant hereby covenants and agrees to make full and complete attornment to Wintrust or to the Foreclosure Purchaser, as the case may be, for the balance of the term of the Lease, including any extensions and renewals thereof which may be effected in accordance with any option therefor in the Lease, upon the same terms, covenants and conditions as therein provided, so as to establish direct privity of estate and contract as between Wintrust or the Foreclosure Purchaser, as the case may be, and Tenant, and with the same force and effect as though the Lease were originally made directly from Wintrust, or the Foreclosure Purchaser, as the case may be, to Tenant, and Tenant will thereafter make all rent payments and any other payments under the Lease thereafter as directed by Wintrust or the Foreclosure Purchaser, as the case may be.

(b) That in the event of any act or omission by Landlord under the Lease which constitutes a default on the part of Landlord thereunder or which would give Tenant the right to terminate the Lease or to claim a partial or total eviction, notwithstanding any provision of the Lease to the contrary, Tenant will not exercise any such right until: (i) it has given written notice of such act or omission to Wintrust, and (ii) following the giving of such notice, Wintrust shall have failed, with reasonable diligence, to commence, pursue or complete reasonable action to remedy such act or omission within thirty (30) days after receipt of said written notice, provided, however, that said thirty (30) day period shall be extended to a period no longer than ninety (90) days so long as within said thirty (30) day period Wintrust has commenced to cure and is proceeding with due diligence to cure said default.

(c) That Tenant will in no event subordinate or agree to subordinate the Lease to any other lien or encumbrance affecting the Premises without the express written consent of Wintrust and any such attempted subordination or agreement to subordinate without such consent of Wintrust shall be void and of no force and effect. Notwithstanding the foregoing, Landlord, and not Tenant, shall be responsible for obtaining Wintrust's consent regarding any such subordination, and Tenant shall not be liable for Landlord's failure to obtain such consent.

6. Tenant acknowledges that Landlord will execute and deliver to Wintrust an assignment of the Lease and the rents thereunder as security for the loan secured by the Mortgage, and Tenant hereby expressly consents to such assignment.

7. Landlord and Tenant hereby certify to Wintrust that (i) a true, correct and complete copy of the Lease, including all exhibits and amendments thereto, has been delivered to Wintrust, and, except as contained in said Lease, the Lease has not been modified, supplemented, amended, assigned, transferred, renewed or otherwise changed in any way, (ii) the Lease has

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been duly executed by Landlord and Tenant and is in full force and effect, and is the binding obligation of the parties thereto, and (iii) the Lease, as delivered to Wintrust, is the complete statement of the agreement between Landlord and Tenant with respect to the leasing of the Premises.

8. Nothing contained in this Agreement shall in any way impair or affect the lien created by the Mortgage.

9. No 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 binding for any purpose whatsoever unless in writing and duly executed by the party against whom the same is sought to be asserted.

10. All notices, demands and requests given or required to be given hereunder shall be in writing. All such notices, demands and requests by Wintrust to Tenant, shall be deemed to have been properly given if served in person, if sent by United States registered or certified mail, postage prepaid, or if sent by reputable overnight courier service, addressed to Tenant at:

Vitamin Shoppe Industries Inc.
 2101 91st Street
 North Bergen, NJ 07047
 Attn: General Counsel
 With a copy under separate cover to Lease Administrator – Legal.

or to such other address as Tenant may from time to time designate by written notice to Wintrust given as herein required. All notices, demands and requests by Tenant to Wintrust shall be deemed to have been properly given if served in person, if sent by United States registered or certified mail, postage prepaid, or if sent by reputable overnight courier service, addressed to Wintrust at:

Wintrust Bank
 231 South LaSalle Street, 2nd Floor
 Chicago, Illinois 60604
 Attention: Al Weel

or to such other address as Wintrust may from time to time designate by written notice to Tenant as herein required with a copy to Gary L. Plotnick, Thompson Coburn LLP, 55 East Monroe Street, 37th Floor, Chicago, Illinois 60603. Notices, demands and requests given by mail by Wintrust to Tenant and by Tenant to Wintrust in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereunder when delivered personally, three (3) business days after the time such notice, demand or request shall be deposited in the mails as aforesaid, or one (1) business day after the time such notice, demand or request shall be delivered to an overnight courier service.

11. This Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that upon the assignment of the interest of either

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Wintrust or Tenant hereunder, all obligations and liabilities of such assignor under this Agreement shall terminate, and thereupon all such obligations and liabilities shall be the responsibility of the party or parties to whom such interest is so assigned.

12. Tenant and Wintrust acknowledge and agree that this Agreement satisfies any condition or requirement of the Lease relating to a subordination and non-disturbance agreement.

13. Any provision of this Agreement which is unenforceable or invalid or contrary to law, or the inclusion of which would affect the validity, legality or enforcement of this Agreement, shall be of no effect, and in such case, all the remaining terms and provisions of this Agreement shall subsist and be fully effective according to the tenure of this Agreement as though any such invalid portion had never been included herein.

14. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.

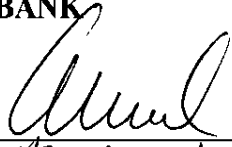
[Signature page(s) to follow]

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IN WITNESS WHEREOF, the parties hereto have each caused this Subordination, Nondisturbance, and Attornment Agreement to be executed as of the date first above.

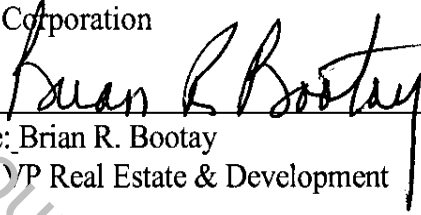
WINTRUST:

WINTRUST BANK

By: 
Name: Andrew Weel
Title: SVP

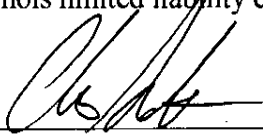
TENANT:

VITAMIN SHOPPE INDUSTRIES INC., a New York Corporation

By: 
Name: Brian R. Bootay
Title: VP Real Estate & Development

LANDLORD:

KDP MATTESON LLC,
an Illinois limited liability company

By: 
Name: Chris Sotos
Title: Manager

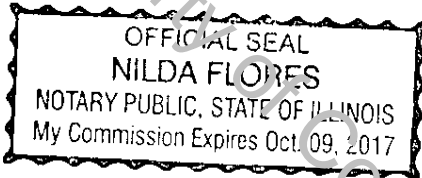
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Nilda Flores, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that Alan Weel, of **WINTRUST BANK**, 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 said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 15 day of March, 2016.



Nilda Flores
Notary Public
My Commission expires: 10-9-17

STATE OF NEW JERSEY)
) SS.
COUNTY OF HUDSON)

I, Vanessa Carattini, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that **Brian R. Bootay**, of **Vitamin Shoppe Industries Inc.**, a(n) VP of Real Estate & Development, 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 said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 22nd day of December, 2016.

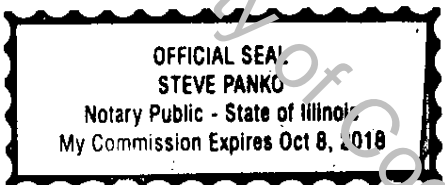
Vanessa Carattini
Notary Public
My Commission expires:
VANESSA CARATTINI
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 6/9/2019
I.D. NO.: 2447089

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Steve Panko, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that **Chris Sotos** of **KDP MATTESON 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 said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 14 day of February, 2017.



[Signature]
Notary Public

My Commission expires: 10-8-18

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EXHIBIT A

LEGAL DESCRIPTION

THE EAST QUARTER OF THE NORTH QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN; (EXCEPT THAT PART BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF SAID SECTION 21; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 21, A DISTANCE OF 661.91 FEET TO A POINT; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID NORTH QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, A DISTANCE OF 70 FEET TO A POINT; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 87°54'11" TO THE RIGHT OF THE LAST DESCRIBED COURSE EXTENDED A DISTANCE OF 547.34 FEET TO A POINT; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 43°56'26" TO THE LEFT OF THE LAST DESCRIBED COURSE EXTENDED A DISTANCE OF 50.40 FEET TO A POINT; THENCE WESTERLY ALONG A LINE PARALLEL WITH AND DISTANT 80 FEET FROM THE NORTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 21, A DISTANCE OF 534.12 FEET TO A POINT ON THE WEST LINE OF SAID EAST QUARTER OF THE NORTH QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 21; THENCE NORTHERLY ALONG SAID WEST LINE, A DISTANCE OF 80 FEET TO A POINT ON SAID NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 21; THENCE EASTERLY ALONG SAID NORTH LINE, A DISTANCE OF 659.07 FEET TO THE POINT OF BEGINNING), AND ALSO (EXCEPT THAT PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER THEREOF; THENCE EAST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER A DISTANCE OF 589.40 FEET TO A POINT 70 FEET WEST OF THE EAST LINE OF SAID NORTHEAST QUARTER OF NORTHEAST QUARTER OF SOUTHEAST QUARTER OF SAID SECTION 21; THENCE NORTHERLY 398.17 FEET ON A LINE RUNNING TO A POINT 90 FEET WEST OF (MEASURED AT RIGHT ANGLES) THE EAST LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND 80 FEET SOUTH OF (MEASURED AT RIGHT ANGLES) THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER A DISTANCE OF 253.40 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER A DISTANCE OF 184 FEET TO A POINT 80 FEET SOUTH OF THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER A DISTANCE OF 322.12 FEET TO THE WEST LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTH ALONG THE WEST LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF DISTANCE OF 582.16 FEET TO THE PLACE OF BEGINNING), IN COOK COUNTY, ILLINOIS.

Common Address: 4801-4815 West Lincoln Highway, Matteson, IL 60443

Permanent Index Number: 31-21-400-008-0000