Doc# 1715655068 Fee \$64,00

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

KAREN A.YARBROUGH

COOK COUNTY RECORDER OF DEEDS

FATE: 06/05/2017 12:43 PM PG: 1 OF 14

(For Recorder's Use Only)

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NONDISTURBANCE, AND ATTORNMENT AGREEMENT (this "Agreement") is entered into as of Mark 30, 2017 (the "Effective Date"), among PARKWAY BANK AND TRUST COMPANY, an Illinois banking corporation ("Lender"), whose address is 4800 North Harlem Avenue, Howood Heights, Illinois 60706, BOB'S DISCOUNT FURNITURE, LLC, a Massachusetts limited liability company ("Tenant"), whose address is 428 Tolland Tumpike, Manchester, Connecticut 060-2. Attention: Lease Administration, and P. Michael Margolis Esq., c/o Butler, Norris and Gold, 254 Prospec. Avenue, Hartford, Connecticut 06106, and 120 ORCHARD LLC, a Delaware limited liability company and FT ORCHARD LLC, a Delaware limited liability company (collectively, "Landlord"), whose address is 55 East Jackson Boulevard, Soite 500, Chicago, Illinois 60604, with reference to the following facts:

- A. Landlord owns the real property known as Orchard Place Shopping Center and having a street address of 4801-4869 Golf Road, Skokie, Illinois 60077, such real property, including all buildings, improvements, structures and fixtures located thereon, (all or any portion thereof being referred to herein as the "Landlord's Premises"), as more particularly described on Exhibit A.
- B. Lender is making a loan to Landlord in the original principal amount of \$15,400.000.00 (the "Loan").
- D. Pursuant to a Lease Agreement dated as of May 19, 2015 together with any amendments, modifications and renewals approved in writing by Lender to the extent such approval is required by the Security Instrument (the "Lease"), Landlord demised to Tenant a portion of Landlord's Premises ("Tenant's Premises").

F. Lender has been requested by Landlord and Tenant to enter into this Agreement, and Tenant and Lender desire to agree upon the relative priorities of their interests in Landlord's Premises and their rights and obligations if certain events occur.

NOW, THEREFORE, for good and sufficient consideration, Tenant and Lender agree:

- 1. <u>Definitions.</u> The following terms shall have the following meanings for purposes of this Agreement:
 - 1.1. "Construction-Related Obligation" means any obligation of Former Landlord (as hereinafter defined) under the Lease to make, pay for, or reimburse Tenant for any alterations, demolition, or other improvements or work at Landlord's Premises, including Tenant's Premises. "Construction-Related Obligation" shall not include: (a) repolistruction or repair following any fire, casualty or condemnation which occurs after the date of atternment hereunder, but only to the extent of the insurance or condemnation proceeds actually received by Successor Landlord for such reconstruction and repair, less Successor Landlord's actual expenses in administering such proceeds; or (b) day-to-day maintenance and epairs.
 - 1.2. "Foreclosure Event' means (a) foreclosure under the Security Instrument; (b) any other exercise by Lender of ights and remedies (whether under the Security Instrument or under applicable law, including bankruptcy law) as holder of the Loan and/or the Security Instrument, as a result of which Successor Landlord becomes owner of Landlord's Premises; or (c) delivery by Form a Landlord to Lender (or its designee or nominee) of a deed or other conveyance of Former Landlord's interest in Landlord's Premises in lieu of any of the foregoing.
 - 1.3. "Former Landlord" means Landlord and/or any other party that was landlord under the Lease at any time before the occurrence of any attornment under this Agreement.
 - 1.4. "Offset Right" means any right or alleged right of Teran to any offset, defense (other than one arising from actual payment and performance, which payment and performance would bind a Successor Landlord pursuant to this Agreement claim, counterclaim, reduction, deduction, or abatement against Tenant's payment of their or performance of Tenant's other obligations under the Lease, arising (whether under the Lease or other applicable law) from acts or omissions of Former Landlord and/or from Former Landlord's breach or default under the Lease.
 - 1.5. "Rent" means any fixed rent, base rent or additional rent under the Lease.
 - 1.6. "Successor Landlord" means any party that becomes owner of Landlord's Premises as the result of a Foreclosure Event.
 - 1.7. "Termination Right" means any right of Tenant to cancel or terminate the Lease or to claim a partial or total eviction arising (whether under the Lease or under applicable law) from Former Landlord's breach or default under the Lease.
- 2. <u>Subordination</u>. The Lease, and all right, title and interest of the Tenant thereunder and of the Tenant to and in the Landlord's Premises, are, shall be, and shall at all times remain, subject and subordinate to the lien imposed by the Security Instrument, and all advances made under the Security Instrument.

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Payment to Lender. In the event Tenant receives written notice (the "Rent Payment Notice") 3. from Lender or from a receiver for the Landlord's Premises that there has been a default under the Security Instrument and that rentals due under the Lease are to be paid to Lender or to the receiver (whether pursuant to the terms of the Security Instrument or of that certain Assignment of Rents and Leases executed by Landlord as additional security for the Loan), Tenant shall pay to Lender or to the receiver, or shall pay in accordance with the directions of Lender or of the receiver, all Rent and other monies due or to become due to Landlord under the Lease, notwithstanding any contrary instruction, direction or assertion of Former Landlord. Landlord hereby expressly and irrevocably directs and authorizes Tenant to comply with any Rent Payment Notice, notwithstanding any contrary instruction, direction or assertion of Landlord, and Landlord hereby releases and discharges Tenant of and from any liability to Landlord on account of any such payments. The delivery by Lender or the receiver to Tenant of a Rent Payment Notice, or Tenant's compliance therewith, shall not be deemed to: (i) cause Lender to succeed to or to assume any obligations or responsibilities as landlord under the Lease, all of which shall continue to be performed and discharged solely by the applicable Landlord unless and until any attornment has occurred pursuant to this Agreement; or (ii) relieve the applicable Former Landlord of any obligations under the Lease. Tenant shall be entitled to rely on any Rent Payment Notice. Tenant shall be under no duty to controvert or challenge any Rent Payment Notice. Tenant's compliance with a Rent Payment Notice shall not be deemed to violate the Lease. Tenant shall be entitled to full credit under the Lease for any Rent paid to Lender pursuant to a Rent Payment Notice to the same extent as if such Rent vere paid directly to Former Landlord. Notwithstanding the foregoing. Tenant shall be under no obligation to pay any rent and all other monies due or to become due to Lender until five (5) days after Tenant receives written notice from Lender to do so. Any payments not sent to Lender dui ng the referenced five (5) day period shall remain due and payable and if not sent to Lender during that time period, shall still be paid to the otherwise proper payee in accordance with the terms of the Lease.

4. Nondisturbance, Recognition and Attornment.

- 4.1. No Exercise of Security Instrument Remedies against Tonant. So long as (i) the Lease has not expired or otherwise been terminated by Form Landlord and (ii) there is no existing default under or breach of the Lease by Tenant that has continued beyond applicable cure periods (an "Event of Default"), Lender shall not name or join Tenant as a defendant in any exercise of Lender's rights and remedies arising upon a default under the Security Instrument unless applicable law requires Tenant to be made a party thereto as a condition to proceeding against Former Landlord or prosecuting so in rights and remedies. In the latter case, Lender may join Tenant as a defendant in such action only for such purpose and not to terminate the Lease or otherwise diminish or interiore with Tenant's rights under the Lease or this Agreement in such action.
- 4.2. Nondisturbance and Attornment. So long as (i) the Lease has not expired or otherwise been terminated by Former Landlord, (ii) an Event of Default has not occurred, and (iii) no condition exists which would cause or entitle Former Landlord to terminate the Lease on its terms, or to dispossess the Tenant that would not be an Event of Default, then, if and when Successor Landlord takes title to Landlord's Premises: (a) Successor Landlord shall not terminate or disturb Tenant's possession of Tenant's Premises under the Lease, except in accordance with the terms of the Lease and this Agreement; (b) Successor Landlord shall be bound to Tenant under all the terms and conditions of the Lease (except as provided in this Agreement); (c) Tenant shall recognize and attorn to Successor Landlord as Tenant's direct landlord under the Lease as affected by this Agreement; (d) the Lease shall continue in full force and effect as a direct lease, in accordance with its

terms (except as provided in this Agreement), between Successor Landlord and Tenant; and (e) Successor Landlord shall have all the rights and remedies of the landlord under the Lease, including, without limitation, rights or remedies arising by reason of any Event of Default by Tenant under the Lease, whether occurring before or after the Successor Landlord takes title to the Landlord's Premises.

- 4.3. <u>Protection of Successor Landlord</u>. Notwithstanding anything to the contrary in the Lease or the Security Instrument, neither Lender nor Successor Landlord shall be liable for or bound by any of the following matters:
 - a. Claims against Former Landlord. Any Offset Right or Termination Right that Tenant may have against any Former Landlord relating to any event or occurrence before the date of attornment, including any claim for damages of any kind whatsoever as the result of any breach by Former Landlord that occurred before the date of attornment. The foregoing shall not limit Tenant's right to exercise against Successor Landlord any Offset Right or Termination Right otherwise available to Tenant because of events occurring (1) before the date of attornment that are non-monetary in their genesis of which Tenant has timely given Lender its copy of the Default Notice set forth in Section 5.1 below and are continuing, and (2) after the date of attornment.
 - b. <u>Construction-Related Voligations</u>. Except as set forth in Section 4.3.a above, any Construction-Related Collection of Former Landlord.
 - c. <u>Prepayments</u>. Any payment of Rent that Tenant may have made to Former Landlord for more than the current month.
 - d. <u>Payment: Security Deposit</u>. Any obligation: (a) to pay Tenant any sum(s) that any Former Landlord owed to Tenant or (b) with respect to any security deposited with Former Landlord, unless such security was actually delivered to Lender or to Successor Landlord.
 - e. <u>Modification, Amendment or Waiver</u>. Any modification or amendment of the Lease, or any waiver of any terms of the Lease, made without Lender's written consent if such consent is required by the Security Instrumen'.
 - f. <u>Surrender, Etc.</u> Any consensual or negotiated surrender, carcellation, or termination of the Lease, in whole or in part, agreed between Forner Landlord and Tenant, unless effected unilaterally by Tenant pursuant to the express terms of the Lease.
 - g. <u>Partial Lease Assignment</u>. Any assignment of one or more provisions of the Lease or the beneficial interest therein not constituting the whole of the Lease.
 - h. <u>Covenants</u>. Any covenants or obligations of or applicable to Former Landlord to the extent they apply to or affect any property other than Landlord's Premises.

5. Lender's Right to Cure.

5.1. <u>Notice to Lender</u>. Copies of all notices and other communications given by Tenant to Former Landlord of a breach of or default under the Lease by Former Landlord shall also

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be simultaneously provided to Lender. Notwithstanding anything to the contrary in the Lease or this Agreement or the Security Instrument, before exercising any Termination Right or Offset Right, Tenant shall provide Lender with notice of the breach or default by Former Landlord giving rise to same (the "Default Notice") and, thereafter, the opportunity to cure such breach or default as provided for below.

- 5.2. Lender's Cure Period. After Lender receives a Default Notice, Lender shall have a period of thirty (30) days beyond the time available to Former Landlord under the Lease in which to cure the breach or default by Former Landlord, or, in the event that such cure cannot be completed within such cure period, Lender shall have such reasonable period of time as is required to diligently prosecute such cure to its completion. Lender shall have no obligation to cure (and shall have no liability or obligation for not curing) any breach or default by Former Landlord.
- 6. Exculpation of Sincessor Landlord. Notwithstanding anything to the contrary in this Agreement or the Lease, upon any attornment pursuant to this Agreement, the Lease shall be deemed to have been automatically amended to provide that Successor Landlord's obligations and liabilities under the Lease shall never extend beyond Successor Landlord's (or its successors' or assigns') interest, if any, in Landlord's Premises from time to time, including insurance and condemnation proceeds (except to the extent reinvested in the Landlord's Premises), Successor Landlord's interest in the Lease, and the proceeds from any sale or other disposition of Landlord's Premises by Successor Landlord (collectively, "Successor Landlord's Interest"). Tenant shall look exclusively to Successor Landlord's Interest (or that of its successors and assigns) for payment or discharge of any obligations of Successor Landlord unfer the Lease as affected by this Agreement. If Tenant obtains any money judgment against Successor Landlord with respect to the Lease or the relationship between Successor Landlord and Tenant, then Tenant shall look solely to Successor Landlord's Interest (or that of its successors and assigns) to collect such judgment. Tenant shall not collect or attempt to collect any such judgment out of any other assets of Successor Landlord.

7. Miscellaneous.

- 7.1. Notices. All notices or other communications required or permitted under this Agreement shall be in writing and given by personal delivery or by nationally recognized overnight courier service that regularly maintains records of items delivered. Each party's address is as set forth in the opening paragraph of this Agreement, subject to change by notice under this paragraph. Notices shall be effective upon denvery if sent by personal delivery and the next business day after being sent by overnight cornier service.
- 7.2. Successors and Assigns. This Agreement shall bind and benefit the parties, their successors and assigns, any Successor Landlord, and its successors and assigns. Upon assignment of the Security Instrument by Lender, all liability of the Lender/assignor shall terminate.
- 7.3. Entire Agreement. This Agreement constitutes the entire agreement between Lender and Tenant and Landlord regarding the subordination of the Lease to the Security Instrument and the rights and obligations of Tenant, Lender and Landlord as to the subject matter of this Agreement.
- 7.4. <u>Interaction with Lease and with Security Instrument</u>. If this Agreement conflicts with the Lease, then this Agreement shall govern as between the parties and any Successor Landlord, including upon any attornment pursuant to this Agreement. This Agreement

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supersedes, and constitutes full compliance with, any provisions in the Lease that provide for subordination of the Lease to, or for delivery of non-disturbance agreements by the holder of, the Security Instrument. Lender confirms that Lender has consented to Landlord's entering into the Lease.

7.5. Lender's Rights and Obligations.

- a. Except as expressly provided for in this Agreement, Lender shall have no obligations to Tenant with respect to the Lease. If an attornment occurs pursuant to this Agreement, then all rights and obligations of Lender under this Agreement shall terminate, without thereby affecting in any way the rights and obligations of Successor Landlord provided for in this Agreement.
- Neither this Agreement, the Security Instrument or any of the related loan documents, nor the Lease shall, prior to any acquisition of Landlord's Premises by Lender, operate to give rise to or create any responsibility or liability for the control, care, management or repair of the Landlord's Premises upon the Lender, or impose esponsibility for the carrying out by Lender of any of the covenants, terms or conditions of the Lease, nor shall said instruments operate to make Lender responsible or liable for any waste committed on the Landlord's Premises by any party vibatsoever, or for dangerous or defective conditions of the Landlord's Premises, or for any negligence in the management, upkeep, repair or control of the Landlord's Premises, which may result in loss, injury or death to Tenant, or to any tenant, licensee, invitee, guest, employee, agent or stranger.
- c. Lender may assign to any person or entity its interest under the Security Instrument and/or the related loan documents, without notice to, the consent of, or assumption of any liability to, any other party hereto. In the event Lender becomes the Successor Landlord, Lender may assign to any other party its interest as the Successor Landlord without the consent of any other party hereto.
- 7.6. Landlord's Rights and Obligations. Nothing herein contained is intended, nor shall it be construed, to abridge or adversely affect any right or remedy of Landlord under the Lease, including upon the occurrence of an Event of Default by Tenant under the Lease. This Agreement shall not alter, waive or diminish any of Landlord's obligations under the Security Instrument, any of the related loan documents, or the Lease.
- 7.7. Option or Right to Purchase Landlord's Premises or the Loan. Notwithstanding any other provision contained herein, this Agreement does not constitute an agreement by nor a consent of Lender to any provision whatsoever in the Lease allowing or providing for any right or option to Tenant, any affiliate of Tenant or any successor or assignee of Tenant to purchase, in whole or in part, either Landlord's Premises or the Loan or any of the instruments or documents evidencing the Loan or securing payment of the Loan and neither Lender nor any assignee of or successor to Lender shall be bound in any way by any such right or option.
- 7.8. <u>Interpretation: Governing Law.</u> The interpretation, validity and enforcement of this Agreement shall be governed by and construed under the internal laws of the state where the Landlord's Premises are located, excluding its principles of conflict of laws.

- 7.9. <u>Amendments</u>. This Agreement may be amended, discharged or terminated, or any of its provisions waived, only by a written instrument executed by the parties hereto.
- 7.10. <u>Due Authorization</u>. Each party represents that it has full authority to enter into this Agreement, which has been duly authorized by all necessary actions.
- 7.11. Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
- 7.12. Attorneys' Fees. All costs and attorneys' fees incurred in the enforcement hereof shall be paid by the non-prevailing party.
- 7.13. Hadings. The headings in this Agreement are intended to be for convenience of reference only, and shall not define the scope, extent or intent or otherwise affect the meaning of any portion hereof.
- 7.14. WAIVER OF JULY TRIAL. THE TENANT AND THE LANDLORD EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY, AFTER CAREFUL CONSIDERATION AND AN OPPORTUNITY TO SEEK LEGAL ADVICE, WAIVE THEIR RESPECTIVE PIGHTS TO HAVE A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING CUT OF OR IN ANY WAY CONNECTED WITH ANY OF THE PROVISIONS OF TILLS AGREEMENT, OR ANY OTHER DOCUMENTS EXECUTED CONJUNCTION ΙN HEREWITH, ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT, THE LANDLORD'S PREMISES, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF THE LANDLORD, TENANT OR LENDER. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE LENDER TO ENTER INTO THIS AGREEMENT.

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IN WITNESS WHEREOF, this Agreement has been duly executed by Lender, Tenant and Landlord as of the Effective Date.

LENDER:

PARKWAY BANK AND TRUST COMPANY

Name: Marlanne Wagener
Title: Senior Vice President

STATE OF ILLINOIS

COUNTY OF COOK

I, Michelle Styriczyk: No ary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Marter in Martin as a five possible of PARKWAY BANK AND TRUST COMPANY, a national banking issociation, who are personally known to me to be the same person whose name is subscribed to the foregoing instrument and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 21 day of Apro , 201

"OFFICIAL SEAL"
MICHELLE C. SZYMCZYK
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 12/31/2017

NOTARY PUBLIC, STATEO JILLINGS

Michelle C. Szymczyk

Print or Stamp Name of Notary

My Commission Expires: /2/3//2017

[Notarial Seal]

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BOB'S DISCOUNT FURNITURE, LLC, a

Massachusetts limited liability company

By: Name: Ferany Agustar

Title: CFO and EVP

STATE OF Connecticut

s Manchester

COUNTY OF Hartford

I, Heather Virial Virial County, in the State aforesaid, DO HEREBY CERTIFY hat Jeverny Acides CFO and EVP of BOB'S DISCOUNT FURNITURE, LLC, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such CFO and B'P of said limited liability company, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said in ited liability company for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 31 2 day of March, 2017.

Heather M. Asluault
NOTARY PUBLIC, STATE OF CONNECTICUT

NOTARY PUBLIC, STATE OF CONNECTICUT

Print or Stamp Name of Notary

My Commission Expires:

HEATHER ARSENAULT
NOTARY PUBLIC
WY COMMISSION EXPIRES JULY 31, 2018

[Notarial Seal]

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	120 ORCHARD LLC, a Delaware limited liability company By: Name: LAURENCE M. Welpen Title: MANAGER
STATE OF ILLINGIS)	
of 120 ORCHARD LLC, who is personally kno to the foregoing instrument as such this day in person and acknowledged that how?	a Notary Public in and for said County, in the Lourence H. Wewer, as Manager wn to me to be the same person whose name is subscribed to said limited liability company, appeared before me signed and delivered the said instrument as his/her own transact of said limited liability company for the uses and this day of Argonic Agents.
	NOTARY PUBLIC, STATE OF ILLINOIS
	Print or Stamp Name of Notary
My Commission Expires:	OFFICIAL SEAL LUZIA MANSULLA NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires 03/18/2020

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	427 OKCHARD EDC, a Delaware limited liability
	company
	Ву:
	Name: LAURENCE H. WEINER Title: MANAGER
	11thc
STATE OF ILLINOIS)	
COUNTY OF COOK	
1, Luz A. Mansilla	, a Notary Public in and for said County, in the
State aforesaid, DO HEREBY CLRTIFY	that Weiner, as Warrager whose name is subscribed
o the foregoing instrument as such \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	now (of said limited liability company, appeared before me
his day in person and acknowledged that	te/she signed and delivered the said instrument as his/her own voluntary act of said limited liability company for the uses and
ourposes therein set forth.	vestility det of said innied habitely company is and also also
GIVEN under my hand and notaria	al seal this 10 day of April , 2017.
GIVEN under my hand and notaria	1 sour this _0 _ tay or
·	2 Die Mars
	NOTARY PUBLIC, STATE OF ILLINOIS
	LUZ A. Moinsilla
	Print or Stamp Name of Notaly
My Commission Expires:	OFFICIAL SEAL
i i	NOTARY PUBLIC, STATE OF ILLINOIS
03/18/2020	My Commission Expires 09/18/2020

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I	TORCHARD LLC, a Delaware limited liability
· ·	company
, , ,	зу: Д
	Name: LAURINCE H. WRINCR Citle: MANAGER
	me. Mangette
0	
STATE OF ILLINOIS	
COUNTY OF COOK)	
I, LUZ A. Manzilla	, a Notary Public in and for said County, in the
State aforesaid, DO HEREBY CERTAY that \(\)	to me to be the same person whose name is subscribed
to the foregoing instrument as such Warrely	of said limited liability company, appeared before me
this day in person and acknowledged that he'sha	signed and delivered the said instrument as his/her own rv act of said limited liability company for the uses and
purposes therein set forth.	to act of said infinited hability company for the uses and
CTUTNI I	nis low of April . 2017.
GIVEN under my hand and notarial seal the	is 10 - on or
·	
	Viva L. Carilla
\overline{N}	OVARY FUBLIC, STATE OF ILLINOIS
	Vuz A. Mansilia.
P:	rint or Stamp Name of Notary
My Commission Expires:	OFFICIAL SEAL
03/18/2020	HOTARY PUBLIC, STATE OF ILLINOIS
02/10/00	My Commission Expires 09/19/2020

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JOINDER OF GUARANTOR

The undersigned guarantor of Tenant's obligations under the Lease ("Guarantor"), consents to Tenant's execution, delivery and performance of the foregoing Agreement. From and after any attornment pursuant to the foregoing Agreement, that certain Guaranty of Lease (the "Guaranty") executed by Guarantor shall automatically benefit and be enforceable by Successor Landlord with respect to Tenant's obligations under the Lease as affected by the foregoing Agreement. Successor Landlord's rights under the Guaranty shall not be subject to any defense, offset, claim, counterclaim, reduction or abatement of any kind resulting from any act, omission or waiver by any Former Landlord for which Successor Landlord would, pursuant to the foregoing Agreement, not be liable or answerable after an attornment. The foregoing does not limit any waivers or other provisions contained in the Guaranty. Guarantor confirms that the Guaranty is in full force and effect and Guarantor presently has no offset, defense (other then any arising from actual payment or performance by Tenant, which payment or performance would hind a Successor Landlord under the foregoing Agreement), claim, counterclaim, reduction, deduction or chatement against Guarantor's obligations under the Guaranty.

GUARANTOI	к:
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BDF ACQUISITION CORP.,
a Delaware corporation

By:
N me: Jersuy Agula
Title: CFO and EVP

I, HOTHLY M AVSUAULT, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Teremy Aquilar as CFO and EVP of BDF ACQUISITION CORP., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such CFO and EVP of said limited liability company, appeared before me up is day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 31 day of Marry, 2017.

HEATHUR M JSLINGULF NOTARY PUBLIC, STATE OF CONNECTICUT

Print or Stamp Name of Notary

My Commission Expires:

HEATHER ARSENAULT
NOTARY PUBLIC
MY COMMISSION EXPIRES JULY 31, 2018

[Notarial Seal]

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EXHIBIT A

LEGAL DESCRIPTION

All of that certain lot, piece or parcel of land, with the buildings and improvements thereon, situate, lying and being described as follows:

PARC'L' 1:

LOTS 1 AV 0 ? IN ORCHARD PLACE RESUEDIVISION, BEING A RESUEDIVISION IN THE BAST HALF OF THE ROLL ST QUARTER OF SECTION 16, TOWNSHIP 41 NORTH, BANGE 13 HAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR INGRESS, IGTS 5 AND PARKING OVER ALL COMMON AREAS AS SET FORTH IN THE DECLARATION OF COVENANTS RESTLICTIONS AND RASEMENTS RECORDED AS DOCUMENT NUMBER 96718369.

Conto