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Prepared & mail to:
Fischel & Kahn, Ltd.
155 N. Wacker drive
Suite 1950
Chicago, Illinois 60606
Attn: Edward F. Dobbins

Doc#: 1806046021 Fee: \$64.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 03/01/2018 09:45 AM Pg: 1 of 9

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT

THIS AGREEMENT is made and entered into as of the 18th day of January, 2018, by and between HOME DEPOT U.S.A., INC., a Delaware corporation ("Tenant"), VH WOODFIELD II, INC., an Illinois corporation ("Landlord") as Successor Landlord, and CIBC BANK USA (formerly known as The Private Bank and Trust Company), an Illinois banking association, its successors and assigns ("Mortgagee").

FIRST AMERICAN TITLE
FILE # 2897678

WITNESSETH

WHEREAS, Lender has made or intends to make a loan or loans (the "Loan") to or for the benefit of Landlord secured, inter alia, by a mortgage or deed of trust granted by Landlord to Lender (such mortgage or deed of trust and all amendments, renewals, modifications, replacements, increases, supplements, consolidations and extensions thereof being hereinafter collectively referred to as the "Mortgage") upon certain real property described in Exhibit A hereto (said real property, together with all improvements now or hereinafter located thereon, hereinafter called the "Property");

WHEREAS, Landlord and Tenant have entered into that certain lease agreement, dated as of June 2, 2008 (the "Lease"), with respect to certain premises (the "Premises") which are part of the Property;

WHEREAS, pursuant to the Mortgage and documents related thereto, Landlord has assigned or is to assign, inter alia, all of its right, title and interest in the Lease and the rents payable thereunder to Lender as security for the performance of its obligations made in connection with the Loan.

NOW, THEREFORE, intending to be legally bound hereby, in consideration of the mutual promises and covenants of the parties hereto, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do mutually covenant and agree as follows:

1. The Lease, including any option to purchase, right of first refusal or the like, is and shall at all times hereafter be subject and subordinate in all respects to the Mortgage and, unless the holders thereof shall otherwise elect, to all future mortgages, deeds of trust and security instruments of the type referred to in paragraph 13 hereof. Such subordination shall be effective as though the Lease shall have been executed after the execution of the Mortgage and such other mortgages, deeds of trust and security instruments and the due and proper recordation thereof in all appropriate offices and indexes.

2. Notwithstanding any provision in the Lease to the contrary, all notices to Landlord relating to any default by Landlord shall be given contemporaneously to Lender in writing and any grace period which may be provided to Landlord under the Lease shall not be deemed to have commenced until Lender shall also have received such notice. Tenant shall take no action as a result of such default and shall continue to perform all terms of the Lease as though such default shall not have occurred, until the applicable grace period provided to Lender in this paragraph 2 shall have expired. Lender shall have the right to cure any

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default by Landlord under the Lease until the expiration of any grace period available to Landlord under the Lease, provided that, if such default is not capable of being cured by Lender within such period, Lender shall have such additional period of time as may be required within which to cure such default so long as Lender is proceeding with reasonable diligence to effect such remedy and completes such remedy within a reasonable time. Lender shall have the right, but not the obligation, to remedy or cure such default, and in no event shall this Agreement be construed as expanding the rights or remedies of Tenant upon the occurrence of a default under the Lease.

3. So long as Tenant is not in default beyond any applicable notice and cure period in the payment of rent, additional rent or other sums or charges now or hereafter payable under the Lease (collectively, the "Rent") or in the performance of any of the terms, covenants or conditions of the Lease, Tenant, subject to the other provisions of this Agreement, shall not, by reason of foreclosure of the Mortgage, acceptance of a deed in lieu of foreclosure or the exercise of any remedy provided in the Mortgage, be disturbed in Tenant's occupancy of the Premises during the term of the Lease or any extension thereof set forth in the Lease.

4. If Lender, prior to its acquisition of Landlord's title to the Property, shall at any time exercise a right to receive the Rent, Lender shall not thereby become obligated to Tenant for the performance of any of the terms, covenants, conditions or agreements of Landlord under the Lease. Landlord and Tenant agree with Lender that Tenant shall pay the Rent directly to Lender upon Tenant's receipt of written notice from Lender of the exercise of such rights and Landlord hereby irrevocably authorizes and directs Tenant to make all such payments to Lender.

5. Tenant shall attorn to and recognize as Tenant's landlord any purchaser at a foreclosure or judicial sale relating to the Mortgage or debt secured thereby or any transferee by deed or assignment in lieu thereof (any such party, and its successors and assigns, hereinafter called a "Successor Landlord"). Without further evidence of such attornment and recognition, Tenant shall be bound by and comply with all the terms, provisions, covenants and obligations contained in the Lease on its part to be performed. Notwithstanding anything to the contrary contained in this Agreement or any other instrument (including, without limitation, the Lease), neither Lender nor any Successor Landlord shall have any obligation whatsoever to complete any improvements or any work or restoration otherwise to be performed under the Lease, except for (a) repairs and maintenance required to be made by Landlord under the Lease, and (b) repairs to the Premises as a result of damage by fire or other casualty or a partial condemnation which are required pursuant to the provisions of the Lease, or to reimburse or otherwise credit Tenant or any other party for any costs thereof, provided that, if a Successor Landlord or its successor or assign shall elect not to complete the same or to reimburse or credit Tenant as provided in the Lease, then Tenant shall have the right to terminate the Lease as its sole remedy against the Successor Landlord and its successors and assigns.

6. Landlord and Tenant shall not amend, modify, supplement or terminate the Lease or extend the terms thereof, except as provided in the Lease, and Landlord shall not waive any rights thereunder or grant any approval or consent not required by the Lease to be granted without the written consent of Lender. Any such attempted or purported amendment, modification, supplement, termination, waiver, consent or approval without such consent shall be void and of no effect, unless Lender may otherwise expressly elect in writing.

7. Intentionally Omitted.

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8. In addition to, and not in lieu of all the provisions of this Agreement, neither Lender nor any Successor Landlord nor any of their respective successors or assigns shall in any way or to any extent:

(a) be liable for, nor shall Tenant have any right to terminate the Lease or to exercise any other right or remedy against Lender or any Successor Landlord by reason of, any act or omission of any prior landlord (including Landlord) in contravention of any provision of the Lease (except to the extent such act or omission continues beyond the date when such successor landlord succeeds to Landlord's interest and Tenant gives notice of such act or omission and which by its nature is curable by Lender or any Successor Landlord);

(b) be bound by any Rent which Tenant might have paid for more than thirty (30) days in advance to any prior landlord (including Landlord);

(c) be obligated to construct any improvements otherwise required to be constructed by Landlord under the Lease except for any tenant improvements which are to be constructed by Landlord as a condition to Tenant's obligation to accept possession of the Premises.

In any such event, Tenant shall nonetheless continue to observe and perform all terms, covenants and provisions of the Lease on its part to be performed.

9. Intentionally Omitted

10. Intentionally Omitted.

11. Tenant agrees to execute such other documents as may be reasonably necessary to subordinate the Lease to the lien of the Mortgage and to confirm the other matters contained herein. Tenant further agrees with Lender that Tenant will not voluntarily subordinate the Lease to any lien or encumbrance without Lender's written consent.

12. Unless the terms of this Agreement shall require actual delivery, all notices, demands or requests, and responses thereto, required or permitted to be given pursuant to this Agreement shall be in writing and shall be sent by certified or registered mail, postage prepaid, return receipt requested, and addressed to the party at the address set forth above and, if to Tenant, with copies to the addresses set forth for notices to Tenant in the Lease, or at such other place as such party or successor or assign may from time to time designate in a notice to the other parties. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice has been given shall constitute receipt of the notice, demand or request sent.

13. This Agreement shall be binding upon and inure to the parties and their respective heirs, successors and assigns. Landlord and Tenant acknowledge and agree that, at the election of any subsequent mortgagee, beneficiary of a deed of trust or holder of other security instrument with respect to the Property or any part thereof the proceeds of whose loan are used in whole or in part to refinance the Loan, this Agreement shall also inure to the benefit of such mortgagee, beneficiary or holder. In such event, all references herein to Lender shall also refer to such mortgagee, beneficiary or holder, and all references to the Mortgage shall also refer to such mortgage, deed of trust or security instrument. Landlord and Tenant agree to execute such documents as may be reasonably necessary to confirm the provisions of this Agreement.

14. This Agreement may not be changed, amended or modified in any manner other than by an agreement in writing specifically referring to this Agreement and executed by the parties hereto.

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15. This Agreement may be executed in counterparts. If any provision of this Agreement shall be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

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

Tenant:

Home Depot U.S.A., Inc.
a Delaware Corporation

By: Marybeth Lamoree
Name Mary Beth Lamoree 1/22/18
Title: Director Property Management

MW

STATE OF Georgia
COUNTY OF Cobb

On this day 22 of January, 2018, before me, a notary public, personally appeared Marybeth Lamoree who acknowledged himself/herself to be the Director - Property Mgmt of **HOME DEPOT U.S.A., INC.**, a Delaware corporation, and that he/she, as such officer being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of such entity by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

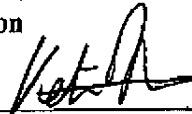


Bibi Rooplall 1-22-18
Notary Public

My commission expires.

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Landlord:
VH Woodfield II, Inc.,
an Illinois corporation

By: 
Name: Ketukumar Amin
Title: President

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Abbas Ali, a Notary Public in and for said County in the State aforesaid, do hereby certify that Ketukumar Amin, as President of VH WOODFIELD II, INC., an Illinois corporation who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered such instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes set forth therein

Given under my hand and notarial seal on January 31st, 2018.


Notary Public
ABBAS ALI



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Mortgagee:

CIBC BANK USA, an Illinois banking association

By: *Michael T. McGrogan*
 Name: Michael T. McGrogan
 Title: Managing Director

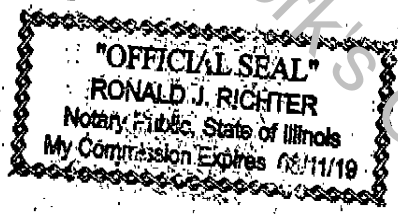
STATE OF ILLINOIS)
 Lake) SS:
 COUNTY OF COOK)

Ronald J. Richter, a Notary Public in and for said County in the State aforesaid, do hereby certify that Michael T. McGrogan, a Managing Director of CIBC BANK USA, an Illinois banking association, who is personally known to be to be the same person whose name is subscribed to the foregoing instrument as such Vice President appeared before me this day in person and acknowledged that he signed and delivered such instrument as his own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes set forth therein.

Managing Director

Given under my hand and notarial seal on February 12, 2018.

Ronald J. Richter
 Notary Public



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EXHIBIT A

LEGAL DESCRIPTION

Legal Description: PARCEL 1:

THAT PART OF THE NORTHEAST QUARTER QUARTER OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT OF INTERSECTION OF THE NORTH LINE OF THE SOUTH 50.00 FEET (MEASURED PERPENDICULARLY) OF THE NORTHEAST QUARTER (1/4) OF SAID SECTION 14 AND THE WEST LINE OF THE EAST 40.00 FEET (MEASURED PERPENDICULARLY) OF THE NORTHEAST QUARTER (1/4) OF SAID SECTION 14; THENCE SOUTH 86 DEGREES 03 MINUTES 42 SECONDS WEST, ALONG THE NORTH LINE OF THE SOUTH 50.00 FEET (MEASURED PERPENDICULARLY) OF THE NORTHEAST QUARTER (1/4) OF SAID SECTION 14, A DISTANCE OF 236.70 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 86 DEGREES 03 MINUTES 42 SECONDS WEST, ALONG SAID NORTH LINE, A DISTANCE OF 359.00 FEET TO A POINT; THENCE NORTH 3 DEGREES 56 MINUTES 18 SECONDS WEST A DISTANCE OF 74.29 FEET TO A POINT; THENCE NORTH 58 DEGREES 28 MINUTES 35 SECONDS WEST, A DISTANCE OF 301.51 FEET TO A POINT; THENCE NORTH 16 DEGREES 37 MINUTES 46 SECONDS WEST, A DISTANCE OF 222.79 FEET TO A POINT; THENCE NORTH 51 DEGREES 33 MINUTES 53 SECONDS WEST, A DISTANCE OF 209.76 FEET TO A POINT; THENCE NORTH 10 DEGREES 51 MINUTES 44 SECONDS WEST, A DISTANCE OF 177.36 FEET TO A POINT; THENCE NORTH 86 DEGREES 03 MINUTES 42 SECONDS EAST, A DISTANCE OF 829.88 FEET TO A POINT; THENCE SOUTH 3 DEGREES 56 MINUTES 18 SECONDS EAST, A DISTANCE OF 784.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT OF EASEMENT FROM THE FIRST NATIONAL BANK OF CHICAGO, AS TRUSTEE OF THE FIRST NATIONAL BANK OF CHICAGO GROUP TRUST FOR PENSION AND PROFIT SHARING TRUST FUNDS TO LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST NUMBER 102809, DATED JUNE 23, 1980 AND RECORDED AUGUST 1, 1980 AS DOCUMENT NUMBER 25533623 FOR INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED LAND:

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THAT PART OF THE NORTHEAST QUARTER (1/4) OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF THE SOUTH 50.00 FEET (MEASURED PERPENDICULARLY) OF THE NORTHEAST QUARTER (1/4) OF SAID SECTION 14 AND THE WEST LINE OF THE EAST 40.00 FEET (MEASURED PERPENDICULARLY) OF THE NORTHEAST QUARTER (1/4) OF SAID SECTION 14 A DISTANCE OF 723.15 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 86 DEGREES 03 MINUTES 42 SECONDS WEST, A DISTANCE OF 120.00 FEET TO A POINT; THENCE NORTH 82 DEGREES 37 MINUTES 51 SECONDS WEST, A DISTANCE OF 61.19 FEET TO A POINT; THENCE SOUTH 86 DEGREES 03 MINUTES 42 SECONDS WEST, A DISTANCE OF 105.51 FEET TO A FOUND IRON ROD; THENCE NORTH 3 DEGREES 56 MINUTES 18 SECONDS WEST, A DISTANCE OF 34.00 FEET TO A POINT; THENCE NORTH 86 DEGREES 03 MINUTES 42 SECONDS EAST, A DISTANCE OF 288.62 FEET TO A POINT ON SAID WEST LINE OF THE EAST 40.00 FEET (MEASURED PERPENDICULARLY) OF THE NORTHEAST QUARTER (1/4) OF SAID SECTION 14; THENCE SOUTH 0 DEGREES 04 MINUTES 02 SECONDS WEST, A DISTANCE OF 46.10 FEET, ALONG SAID WEST LINE OF THE EAST 40.00 FEET (MEASURED PERPENDICULARLY) OF THE NORTHEAST QUARTER (1/4) OF SAID SECTION 14, TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CREATED BY TWO WOODFIELD SIGN EASEMENT AGREEMENT BETWEEN LASALLE NATIONAL BANK TRUST NUMBERS 104255 AND 102809 RECORDED SEPTEMBER 23, 1985 AS DOCUMENT NUMBER 85200794 FOR A SIGN EASEMENT OVER THE FOLLOWING DESCRIBED LAND:

THAT PART OF THE NORTHEAST QUARTER (1/4) OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OF INTERSECTION OF THE WEST LINE OF THE EAST 40 FEET (MEASURED PERPENDICULARLY) OF THE NORTHEAST QUARTER (1/4) OF SAID SECTION 14 AND THE NORTH LINE OF THE SOUTH 50 FEET (MEASURED PERPENDICULARLY) OF THE NORTHEAST QUARTER (1/4) OF SAID SECTION 14; THENCE SOUTH 86 DEGREES 03 MINUTES 42 SECONDS WEST ALONG SAID NORTH LINE A DISTANCE OF 236.70 FEET TO A POINT; THENCE NORTH 3 DEGREES 56 MINUTES 18 SECONDS WEST, A DISTANCE OF 767.50 FEET TO A POINT; THENCE NORTH 86 DEGREES 03 MINUTES 42 SECONDS EAST A DISTANCE OF 288.62 FEET TO A POINT; THENCE SOUTH 0 DEGREES 04 MINUTES 02 SECONDS EAST A DISTANCE OF 769.25 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

A NON-EXCLUSIVE PERPETUAL EASEMENT IN FAVOR OF PARCEL 1 TO USE THE LAKE AREA, AS THAT TERM IS DESCRIBED AND DEFINED THEREIN, FOR FLOOD CONTROL, RECREATION AND AESTHETIC PURPOSES AS CREATED, LIMITED AND DEFINED IN DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS RECORDED AS DOCUMENT NUMBER 25196718.

PARCEL 5:

A NON-EXCLUSIVE, PERPETUAL EASEMENT IN FAVOR OF PARCEL 1 FOR THE USE OF THE OFFICE CAMPUS AMENITIES COMMON EASEMENT AREA, AS THAT TERM IS DEFINED AND/OR DESCRIBED THEREIN, AS CREATED, LIMITED AND DEFINED IN DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS RECORDED AS DOCUMENT NUMBER 25196718.

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Permanent Index #'s: 07-14-200-049-0000 (Vol. 187) and 07-14-200-050-0000 (Vol. 187)

Property Address: 1100 E Woodfield Rd, Schaumburg, Illinois 60173

Property of Cook County Clerk's Office