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Karen A. Yarbrough
Cook County Clerk
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SUBORDINATION, NON-DISTRURBANCE AND ATTORNMENT AGREEMENT COVER SHEET

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Algonquin State Bank

and

ASHLAND PROPERTIES OF ILLINOIS, INC.
2650 GREENBAY LLC

and

DB Real Estate Assets I LLC

**SUBORDINATION, NON-DISTURBANCE AND
ATTORNEYMENT AGREEMENT**

Dated: as of December 22, 2020

Location: 2658 Green Bay Road
Evanston, IL

Prepared By *d*
UPON RECORDATION

RETURN TO:

Regas Frezados & Dallas LLP
20 North Clark Street, Ste. 1103
Chicago, IL 60600

Attention: William D. Dallas

Document Number: 153716

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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement") is made as of this 22 day December, 2020, by and between Algonquin State Bank, having an address of 2400 Huntington Drive N., Algonquin, Illinois ("Lender"), and ~~2650 GREENBAY LLC~~ ~~CASHLAND PROPERTIES OF ILLINOIS, INC.~~, having an address of 3032 White Pine Dr., Northbrook, IL 60062 ("Landlord"), and DB Real Estate Assets I LLC having an address of 130 Royall Street, Canton, Massachusetts 02021 ("Tenant").

RECITALS

- A. Tenant is the holder of a leasehold estate in a portion of the property located at 2658 Green Bay Road, Evanston, IL as is more particularly described on Schedule A, attached hereto and incorporated herein for all purposes (the "Property") under and pursuant to the provisions of a certain lease dated June 3, 1985, as the same may have been amended, between Landlord and Tenant (as amended through the date hereof, collectively referred to as the "Lease"); and * A/K/A 2650 Green Bay Road, Evanston, IL
- B. The Property is or is to be encumbered by one or more mortgages, deeds of trust, deeds to secure debt or similar security agreements (collectively, the "Security Instrument") from Landlord, or its successor in interest, in favor of Lender; and
- C. Tenant has agreed to subordinate the Lease to the Security Instrument and to the lien thereof and Lender has agreed to grant non-disturbance to Tenant under the Lease on the terms and conditions hereinafter set forth.

AGREEMENT

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. **Subordination.** The Lease shall be subject and subordinate in all respects to the lien and terms of the Security Instrument, to any and all advances to be made thereunder and to all renewals, modifications, consolidations, replacements and extensions thereof.
2. **Nondisturbance.** So long as Tenant pays all rents and other charges as specified in the Lease and is not otherwise in default (beyond applicable notice and cure periods) of any of its obligations and covenants pursuant to the Lease, Lender agrees for itself and its successors in interest and for any other person acquiring title to the Property through a foreclosure (an "Acquiring Party"), that neither Tenant's rights under the Lease nor Tenant's possession of the premises as described in the Lease will be disturbed during the term of the Lease, as said term may be extended pursuant to the terms of the Lease or as said premises may be expanded as specified in the Lease, by reason of a foreclosure or otherwise. For purposes of this Agreement,

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a "foreclosure" shall include (but not be limited to) a sheriff's or trustee's sale under the power of sale contained in the Security Instrument, the termination of any superior lease of the Property and any other transfer of the Landlord's interest in the Property under peril of foreclosure, including, without limitation to the generality of the foregoing, an assignment or sale in lieu of foreclosure.

3. **Attornment.** Tenant agrees to attorn to, accept and recognize any Acquiring Party as the landlord under the Lease pursuant to the provisions expressly set forth therein for the then remaining balance of the term of the Lease, and any extensions thereof as made pursuant to the Lease. The foregoing provision shall be self-operative and shall not require the execution of any further instrument or agreement by Tenant as a condition to its effectiveness. Tenant agrees, however, to execute and deliver, at any time and from time to time, upon thirty (30) days prior written request by Lender or any Acquiring Party, any instrument which may be necessary or appropriate to evidence such attornment and which instrument is reasonably acceptable to Lender, Landlord and Tenant.

4. **No Liability.** Notwithstanding anything to the contrary contained herein or in the Lease, it is specifically understood and agreed that neither the Lender, any receiver nor any Acquiring Party shall be:

- (a) liable for any act, omission, negligence or default of any prior landlord, including Landlord (except with regard to defaults of a continuing nature); provided, however, that Lender and any Acquiring Party shall be liable and responsible for the performance of all covenants and obligations of any prior landlord, including Landlord, under the Lease occurring from and after the date that it takes title to the Property; or
- (b) subject to any offsets, credits, claims or defenses which Tenant might have against any prior landlord, including Landlord (except with regard to defaults of a continuing nature); or
- (c) bound by any rent or additional rent which is payable on a monthly basis and which Tenant might have paid for more than one (1) month in advance to any prior landlord, including Landlord; or
- (d) be liable to Tenant hereunder or under the terms of the Lease beyond its interest in the Property.

Notwithstanding the foregoing, Tenant reserves its rights to any and all claims or causes of action against such prior landlord, including Landlord, for prior losses or damages and against the successor landlord, including Lender and any Acquiring Party, for all losses or damages arising from and after the date that such successor landlord takes title to the Property

5. **Rent.** Tenant has notice that the Lease and the rents and all other sums due thereunder have been assigned to Lender as security for the loan secured by the Security Instrument. In the event Lender notifies Tenant of the occurrence of a default under the Security Instrument and demands that Tenant pay its rents and all other sums due or to become due under the Lease directly to Lender, Tenant shall honor such demand and pay its rent and all other sums due under the Lease directly to Lender or as otherwise authorized in writing by Lender. Landlord hereby irrevocably authorizes Tenant to make the foregoing payments to Lender upon such notice and demand and, therefore, holds Tenant harmless therefrom.

6. **Notices.** All notices or other written communications hereunder shall be deemed to have been properly given (i) upon delivery, if delivered in person with written receipt

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acknowledged by the recipient thereof, (ii) one (1) Business Day (hereinafter defined) after having been deposited for overnight delivery with any reputable nationally recognized overnight courier service (with tracking receipt), or (iii) three (3) Business Days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the receiving party at its address set forth above, and:

If to Tenant:

As described in the Lease

With a copy to:

c/o Dunkin' Brands, Inc.
130 Royal Street, Suite 100, P.O. Box 9141
Canton, Massachusetts 02021
Attention: Corporate Real Estate

If to Lender:

Algonquin State Bank
2400 Huntington Drive N.
Algonquin, IL 60102
Attention: _____

If to Landlord:

2650 Greenbay LLC
3032 White Pine Dr.
Northbrook, IL 60062
Attention: Stanley Davan

or addressed as such party may from time to time designate by written notice to the other parties. For purposes of this Paragraph 6, the term "Business Day" shall mean any day other than Saturday, Sunday or any other day on which banks are required or authorized to close in New York, New York. Either party by notice to the other may designate additional or different addresses for subsequent notices or communications.

7. Successors. The obligations and rights of the parties pursuant to this Agreement shall bind and inure to the benefit of the successors, assigns, heirs and legal representatives of the respective parties.

8. Duplicate Originals; Counterparts. This Agreement may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original. This Agreement may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single Agreement.

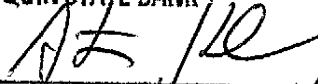
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IN WITNESS WHEREOF, Lender, Landlord and Tenant have duly executed this Agreement as of the date first above written.

Lender:

ALGONQUIN STATE BANK


By: Steve Karaba
Its: EVP

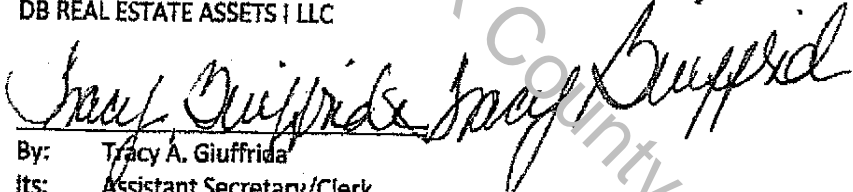
Landlord:

ASHLAND PROPERTIES OF ILLINOIS, INC.
2680 GREENBAY, IL


By: Stanley Dayan
Its: Manager

Tenant:

DB REAL ESTATE ASSETS I LLC


By: Tracy A. Giuffrida
Its: Assistant Secretary/Clerk

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IN WITNESS WHEREOF, Lender, Landlord and Tenant have duly executed this Agreement as of the date first above written.

Lender:
ALGONQUIN STATE BANK

By: _____
Its: _____

Landlord
~~ASHLAND PROPERTIES OF ILLINOIS, INC.~~
~~2650 GREENBAUM LLC~~

[Handwritten Signature]
By: Stanley Dayan
Its: Manager

Tenant:
DB REAL ESTATE ASSETS I LLC

[Handwritten Signature]
By: Tracy A. Giuffrida
Its: Assistant Secretary/Clerk

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ACKNOWLEDGMENTS

STATE OF ILLINOIS)
)
 COUNTY OF COOK) SS:

On 7/31/2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Stanley Dayan, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

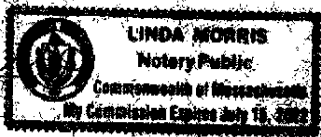
Signature: *[Handwritten Signature]*
 Name (Typed or Printed) _____

COMMONWEALTH OF MASSACHUSETTS)
)
 COUNTY OF NORFOLK) SS:

On 12-22-2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Tracy A. Giuffrida, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature: *[Handwritten Signature]*
 Name (Typed or Printed) _____



STATE OF)
)
 COUNTY OF) SS:

On _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and

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ACKNOWLEDGMENTS

STATE OF ILLINOIS)
)
 COUNTY OF COOK) SS:

On 2/13/2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Stanley Dayan, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

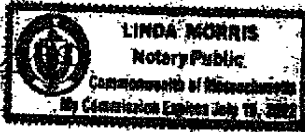
Signature: [Handwritten Signature]
 Name (Typed or Printed)

COMMONWEALTH OF MASSACHUSETTS)
)
 COUNTY OF NORFOLK) SS:

On 12-22-2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Tracy A. Giuffrida, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature: [Handwritten Signature]
 Name (Typed or Printed)



STATE OF Illinois)
)
 COUNTY OF McHenry) SS:

On 3/3/2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Steve KARANA, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and

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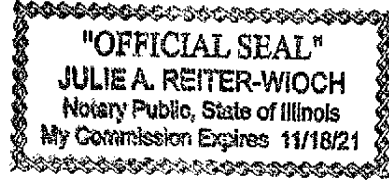
that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature:

Julie A. Reiter-Wioch

Name (Typed or Printed)



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EXHIBIT A

Order No.: 20ST03006SK

For APN/Parcel ID(s): 05-34-423-029-0000 and 05-34-423-028-0000

Parcel 1: Lot 1 in Block 20 in North Evanston being a subdivision of Lots 11 to 16 and the West 4 3/10 Acres of Lot 17 in Smiths Subdivision of the South part of Quilmette Reserve also of Lots 1 and 3 and that part of Lot 2 lying between Chicago and Milwaukee Railway and the West Line of Lot 3 produced to the North Line of Section 12, Township 41 North, Range 13 East of the Third Principal Meridian, assessors Plat of Evanston, according to the Plat thereof recorded December 17, 1868 as document 18783 in Book 168 of Maps, Page 35, in Cook County, Illinois.

Parcel 2: Lot 1 in Green Bay Auto Consolidation of Lots 2 and 3 in Block 20 in North Evanston in Township 42 North, Range 13, East of the Third Principal Meridian according to the Plat of Consolidation recorded September 26, 1985 as document 85207088, in Cook County, Illinois.

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