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Doc#: 2121004361 Fee: \$98.00

Karen A. Yarbrough

Cook County Clerk

Date: 07/29/2021 11:26 AM Pg: 1 of 12

This Instrument Prepared By:

Dominique Giordano Gonzales, Esq.

MILLER, CANFIELD, PADDOCK & STONE, P.L.C.

225 West Washington Street, Suite 2600

Chicago, Illinois 60606

Street Address of Property:

7212 North Clark Street

Chicago, Illinois 60626

PIN: 11-30-420-060-0000

11-30-420-061-0000

11-30-420-064-0000

SUBORDINATION, NON-DISTURBANCE, ATTORNMENT, AND ESTOPPEL AGREEMENT

This **SUBORDINATION, NON-DISTURBANCE, ATTORNMENT, AND ESTOPPEL AGREEMENT** ("Agreement") is made and entered into this 23 day of July, 2021, by and among BOKF, N.A., as MASTER TRUSTEE (the "Mortgagee"), NEW PLAN LEARNING, INC. ("Lessor") and THE CHICAGO MATHEMATICS AND SCIENCE ACADEMY CHARTER SCHOOL, INC. ("Lessee").

WITNESSETH:

WHEREAS, Lessee and Lessor entered into that certain lease (as the same may be amended from time to time, the "Lease") dated September 8, 2011, for that certain real property and any improvements thereto in the City of Chicago, Cook County, Illinois, and such property is more particularly described in Exhibit A hereto (the "Property"); and

WHEREAS, Mortgagor and other Members of the Obligated Group, together with the Mortgagee, have entered into a Master Indenture of Trust dated as of September 1, 2011 (as the same may be amended or supplemented from time to time, the "Master Indenture") pursuant to which Members of the Obligated Group may issue Obligations (as defined in the Master Indenture) to secure indebtedness of any Member of the Obligated Group;

WHEREAS, the Obligations issued pursuant to the Master Indenture are secured by, among other instruments, an Open-End Mortgage, Security Agreement, Assignment of Leases and

Final Execution Copy: CMSA SNDA

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Rents and Financing Statement (the "Mortgage"), as Instrument Number 1125244063 in the real property records of Cook County, Illinois, and the Assignment of the Mortgage (the "Assignment"), recorded as Instrument Number 2120816148 in the real property records of Cook County, Illinois, encumbering the real property described in Exhibit A and improvements thereto and the parties hereto desire to set forth their agreement with regard to the priority of the Mortgage and the effect thereof on Lessee and its leasehold interest in the aforesaid Property, as set forth below;

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar (\$1.00) by each party in hand paid to the other, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The Lease is and shall be subject and subordinate to the lien of the Mortgage insofar as it affects the Property of which the leased premises forms a part, and to all renewals, modifications, consolidations, replacements, and extensions thereof. Lessee has read, reviewed, and understands the terms of the Mortgage, and consents to the Mortgage, including, without limitation, the Assignment thereof and the terms and conditions contained therein relating to the collateral assignment of rents and leases.
2. Lessee agrees that it will atorn to and recognize any purchaser at a foreclosure sale under the Mortgage, any transferee who acquires the premises by deed in lieu of foreclosure and the successors and assigns of such purchasers, as its Lessor for the unexpired balance (and any extensions, if exercised, with the written consent of Mortgagee) of the term of the Lease upon the same terms and conditions set forth in the Lease.
3. Except as otherwise provided herein, so long as Lessee shall not be in default under the Lease, Lessee's possession and occupancy of the leased premises and Lessee's rights and privileges under the Lease shall not be diminished or interfered with by Mortgagee in the exercise of any of Mortgagee's rights under the Mortgage and Assignment thereof.
4. In the event that Mortgagee shall succeed to the interest of Lessor under the Lease, Mortgagee shall not be:
 - a. liable for any act or omission of any prior lessor (including Lessor); or
 - b. liable for the return of any security deposits unless delivered to Mortgagee; or
 - c. bound by any rent or other periodic payments which Lessee might have paid for more than the current month to any prior lessor (including Lessor); or
 - d. bound by any amendment or modification of the Lease made without its written consent, which consent shall not be unreasonably withheld or conditioned; or

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- e. liable, notwithstanding anything to the contrary in the Lease, to rebuild any improvements and may terminate the Lease in the event any such improvements are damaged by fire or other casualty.
5. Attached hereto as Exhibit B is a true, correct, and complete copy of the Lease and all amendments, modifications, assignments, and extensions thereof. Lessor and Lessee agree that a counterpart of this Agreement may be filed with the Cook County, Illinois Recorder's office without Exhibit B attached.
6. Lessor is the fee simple title owner to the Property and the property described in Exhibit A, free and clear of all liens and encumbrances except as permitted by the Mortgage. Lessor is the current "Lessor" as that term is defined in the Lease.
7. Lessor and Lessee each represent and warrant that there is and has been no default under the Lease, nor has any event occurred or condition arisen which, after the passage of time or the giving of notice, or both, would constitute a default or breach under the Lease.
8. Lessor and Lessee agree as follows:
 - a. Mortgagee shall have the right to act for Lessor in enforcing any of Lessor's rights under the Lease;
 - b. Until the Mortgage is released, the Lease may not, without the prior written consent of Mortgagee, which consent shall not be unreasonably delayed, conditioned, or withheld, be surrendered, canceled, terminated, modified, or amended by Lessor and Lessee;
 - c. Lessee shall not have the right, without the prior written consent of the Mortgagee, which consent shall not be unreasonably delayed, conditioned, or withheld, to exercise any option which Lessee may have to extend the term of the Lease or cancel or terminate the Lease; and
 - d. Any agreement purporting to surrender, cancel, terminate, modify, or amend the Lease or exercise any right or option to extend, cancel, or terminate the Lease, which has not received the written consent of the Mortgagee, shall be ineffective, null, and void.
9. Lessor and Lessee each agree to give Mortgagee written notice, in the manner provided herein, of any default by the Lessor or Lessee under the Lease, contemporaneously with the giving of such notice to the other party to the Lease, or if no such notice is required to be given under the Lease, no less than 30 days prior to the date on which a party to the Lease intends to exercise any of its remedies for such breach of default. Lessee further agrees that Mortgagee shall have the right, but not the obligation, to cure any default by Lessor under the Lease, and the Lessee agrees to accept a cure of any such default from Mortgagee, as if said cure had been made by Lessor, and agrees that

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Mortgagee shall have a reasonable time, after receipt from the Lessee of notice of any such default to cure the same before the Lessee may exercise any of its remedies for that default.

10. The Mortgage does not constitute a breach of default of any term of provision of the Lease.
11. All notices required herein and under the Lease shall be delivered to Lessee and/or Mortgagee at the following addresses:

If to Lessee:

The Chicago Mathematics and Science Academy
Charter School, Inc.
7212 N. Clark Street
Chicago, Illinois 60626

If to Mortgagee:

BOKF, N.A.
3007 Camelback Road, Suite 100
Phoenix, Arizona 85016
Attention Corporate Trust Services

If to Lessor:

New Plan Learning, Inc.
1300 Basswood Road, Suite 200H
Schaumburg, IL 60173

Notice shall be deemed to have been given three (3) business days after mailing a written notice by certified mail, postage prepaid, return receipt requested, or one (1) business day after sending a written notice by Federal Express or other comparable overnight express courier service (with proof of receipt available), provided such notice is addressed to the applicable party at its respective address as set forth above.

12. Mortgagee, Lessor, and Lessee, respectively, represent and warrant to each other that each has the requisite power and authority to enter into this Agreement; that all necessary and appropriate approvals, authorizations, and other steps have been taken to effect the legality of this Agreement; that the signatories executing this Agreement on behalf of the Mortgagee, Lessor, and Lessee have been duly authorized and empowered to execute this Agreement on behalf of Mortgagee, Lessor, and Lessee, respectively; and that this Agreement is valid and shall be binding upon and enforceable against Mortgagee, Lessor, and Lessee and shall inure to the benefit of the parties hereto, and their successors and assigns and shall inure to the benefits of Mortgagee.
13. This Agreement embodies the entire agreement and understanding of the parties with respect to the subject matter hereof.

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14. Neither this Agreement nor any of the terms hereof may be terminated, amended, supplemented, waived, or modified orally, but only by an instrument in writing executed by the party against which enforcement of the termination, amendment, supplement, waiver, or modification is sought.
15. This Agreement shall be construed in accordance with the laws of the state in which the Property is located. 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.

[SIGNATURES ON THE FOLLOWING PAGES]

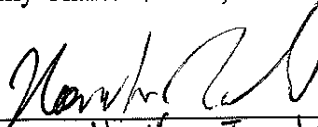
Property of Cook County Clerk's Office

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

LESSEE:

The Chicago Mathematics and Science
Academy Charter School, Inc.

By: 
Name: Hanif Tiryak
Title: President

MORTGAGEE:

BOKF, N.A., as
Master Trustee

By: _____
Denyce Doubleday
Senior Vice President

LESSOR:

New Plan Learning, Inc., an Ohio nonprofit
corporation

By: _____
Joseph Hill
Chief Executive Officer

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


LESSEE:

The Chicago Mathematics and Science
Academy Charter School, Inc.

By: _____
Name: _____
Title: _____

MORTGAGEE:

BOKF, N.A., as
Master Trustee

By:  _____
Denyce Doubleday
Senior Vice President

LESSOR:

New Plan Learning, Inc., an Ohio nonprofit
corporation

By: _____
Joseph Hill
Chief Executive Officer

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

LESSEE:

The Chicago Mathematics and Science
Academy Charter School, Inc.

By: _____

Name: _____

Title: _____

MORTGAGEE:

BOKF, N.A., as
Master Trustee

By: _____

Denyce Doubleday
Senior Vice President

LESSOR:

New Plan Learning, Inc., an Ohio nonprofit
corporation

By: J. J. Hill

Joseph Hill
Chief Executive Office

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STATE OF Illinois)
)
COUNTY OF Cook)

On this 19th day of July, 2021, before me, a Notary Public in and for said County and State, personally appeared Hanistiryak Roof, The Chicago Mathematics and Science Academy Charter School, Inc., an Illinois nonprofit corporation, personally known or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the foregoing instrument and an oath acknowledged to me that he/she voluntarily executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person or the entity upon behalf of which he/she acted executed the instrument.

WITNESS my hand and official seal.

[SEAL]

Bertie Allen
Notary Public
My Commission Expires:

STATE OF _____)
)
COUNTY OF _____)

On this ____ day of July, 2021, before me, a Notary Public in and for said County and State, personally appeared Denyce Doubleday, Senior Vice President of BOKF, N.A., personally known or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the foregoing instrument and an oath acknowledged to me that he/she voluntarily executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person or the entity upon behalf of which he/she acted executed the instrument.

WITNESS my hand and official seal.

[SEAL]

Notary Public
My Commission Expires:

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STATE OF _____)
)
COUNTY OF _____)

On this ____ day of July, 2021, before me, a Notary Public in and for said County and State, personally appeared _____, _____ of The Chicago Mathematics and Science Academy Charter School, Inc., an Illinois nonprofit corporation, personally known or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the foregoing instrument and an oath acknowledged to me that he/she voluntarily executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person or the entity upon behalf of which he/she acted executed the instrument.

WITNESS my hand and official seal.

[SEAL]

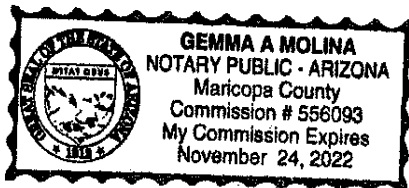
Notary Public
My Commission Expires:

STATE OF Arizona)
)
COUNTY OF Maricopa)

On this 13th day of July, 2021, before me, a Notary Public in and for said County and State, personally appeared Denyce Doubleday, Senior Vice President of BOKF, N.A., personally known or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the foregoing instrument and an oath acknowledged to me that he/she voluntarily executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person or the entity upon behalf of which he/she acted executed the instrument.

WITNESS my hand and official seal.

[SEAL]



[Signature]

Notary Public

My Commission Expires:

11/24/2022

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STATE OF Illinois
COUNTY OF Cook

On this 19th day of July, 2021, before me, a Notary Public in and for said County and State, personally appeared Joseph Hill, Chief Executive Officer of New Plan Learning, Inc., an Ohio nonprofit corporation, personally known or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the foregoing instrument and an oath acknowledged to me that he/she voluntarily executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person or the entity upon behalf of which he/she acted executed the instrument.

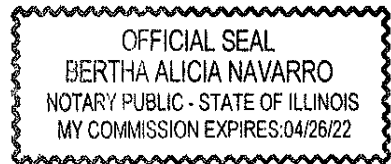
WITNESS my hand and official seal.

[SEAL]

Bertha Alicia Navarro

Notary Public

My Commission Expires:



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EXHIBIT A

LEGAL DESCRIPTION

7212 North Clark Street, Chicago, IL

Parcel 1:

Lot 5 in the Resubdivision of Lots 11 to 31 inclusive, and the South 15 feet of Lot 10 in John A. Bickford Clark Street Addition, a subdivision of Block 2 (except the South 200 feet of said Block 2 lying East of East line alley) in Roger's Park, a subdivision of the Northeast 1/4 and part of the Northwest 1/4 lying East of Ridge Road of Section 31, also the West 1/2 of the Northwest 1/4 of Section 32, also all Section 30, lying South of Indian Boundary line, Township 41 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

The North 100 feet of South 200 feet of Lot 3 in Owner's Subdivision of Block 2 in Roger's Park in Southeast 1/4 of Section 30, Township 41 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3:

Lot 1 (except the North 106 feet thereof) and all of Lots 2, 3 and 4 Resubdivision of Lots 11 to 31 inclusive and the South 15 feet of Lot 10 in John A. Bickford Clark Street Addition, a subdivision of Block 2 (except the South 200 feet of said Block 2 lying East of East line alley) in Roger's Park, a subdivision of the Northeast 1/4 and part of the Northwest 1/4 lying East of Ridge Road of Section 31, also the West 1/2 of the Northwest 1/4 of Section 32, also all Section 30, lying South of Indian Boundary line, Township 41 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Note: For informational purposes only, the land is known as:

7212 North Clark Street
Chicago, IL

37738909.1/160178.00001