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KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 12/22/2021 02:48 PM PG: 1 OF 10

CHT 2108399LD KK
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SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT

THIS SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT (this "Agreement") made and entered into as of this First day of December, 2021, by and between **OCTOBER'S VERY OWN MERCHANDISING US, LP, a California limited partnership** (hereinafter called "Tenant"), and **CIBC BANK USA** (hereinafter, together with its successors and assigns, called "Mortgagee").

WITNESSETH

WHEREAS, Tenant entered into that certain Retail Lease dated November ____, 2018, as amended by that certain First Amendment to Lease, dated December 21, 2018 (herein called the "Lease") with **WALTON RETAIL LLC, an Illinois limited liability company**, as the landlord thereunder (said landlord together with its predecessors and successors in interest under the Lease, the "Landlord") for a portion of the Premises (defined below) known as 9 W. Walton Street, Chicago, Illinois 60610 ("Leased Premises"); and

WHEREAS, the property of which the Leased Premises is a part is situated upon real estate described on Exhibit A attached hereto (the "Premises"); and

WHEREAS, Mortgagee, as a condition to making a mortgage loan on the Premises has requested the execution of this Agreement; and

WHEREAS, the loan is evidenced by that certain Promissory Note (the "Note") and secured, among other things, by a Mortgage, Security Agreement, Assignment of Leases and Rents and Financing Statement (the "Mortgage"), Assignment of Rents and Leases (the "Assignment"), and a Uniform Commercial Code Financing Statement (the "UCC"), all of which are collectively referred to herein as the "Loan Documents" and are dated December 21, 2021; and

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WHEREAS, the Loan Documents other than the Note are collectively referred to as the "Security Documents"; and

WHEREAS, the Security Documents have been or will be recorded in the office of the Recorder of Deeds of Cook County, Illinois; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and to induce Mortgagee to make said mortgage loan upon said Premises and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby covenant and agree as follows:

1. The Lease is and shall be subject and subordinate to the Mortgage insofar as it affects the real property of which the Leased Premises forms a part, and to all renewals, modifications, consolidations, replacements and extensions thereof.

2. In the event it should become necessary to foreclose the Mortgage, the Mortgagee thereunder will not join the Tenant under the Lease in summary or foreclosure proceedings so long as the Tenant is not in default under any of the terms, covenants or conditions of the Lease.

3. In the event that the Mortgagee shall, by foreclosure, conveyance in lieu of foreclosure, or otherwise, succeed to the interest of the Landlord under the Lease, the Mortgagee (and any purchaser at the foreclosure sale) agrees to be bound to the Tenant under all of the terms, covenants and conditions of the Lease, and the Tenant agrees, from and after such event, to attorn to the Mortgagee and/or purchaser at any foreclosure sale of the Premises, all rights and obligations under the Lease to continue as though the interest of Landlord had not terminated or such foreclosure proceedings had not been brought, and the Tenant shall have the same remedies against the Mortgagee (or purchaser) for the breach of an agreement contained in the Lease that the Tenant might have had against the Landlord if the Mortgagee (or purchaser) had not succeeded to the interest of the Landlord; provided, however, that the Mortgagee (or purchaser) shall not be:

- a. liable for any act or omission of any prior or subsequent landlord (including the Landlord); or
- b. subject to any offsets or defenses which the Tenant might have against any prior landlord (including the Landlord); or
- c. bound by any rent or additional rent which the Tenant might have paid for more than the current month to any prior landlord (including the Landlord); or
- d. bound by any amendment or modification of the Lease made without its consent.

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4. Mortgagee does not intend hereby to waive or negate any covenant or agreement in said Lease which provides Landlord an option to cancel independently of any default by Tenant.

5. It is understood and agreed that this instrument may be dated, executed and delivered prior to the execution, delivery and/or recordation of the Security Documents but, nonetheless, this instrument shall be and remain effective for the uses and purposes herein set forth.

6. In the event the Mortgage shall be assigned, the named Mortgagee shall be relieved of further responsibility hereunder and the benefits and burdens hereunder shall inure to the benefit of and be binding upon each successor owner of the Mortgage.

[Remainder of page intentionally left blank; signature page follows]


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

**OCTOBER'S VERY OWN
MERCHANDISING US, LP,
a California limited partnership,**

CIBC BANK USA

By: 
Name: Anna Barseghian
Title: Vice President

By: _____
Name: _____
Its: _____

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

**OCTOBER'S VERY OWN
MERCHANDISING US, LP,
a California limited partnership,**

CIBC BANK USA

By: _____
Name: _____
Title: _____

By: *M Morefield*
Name: Michelle Morefield
Its: Officer

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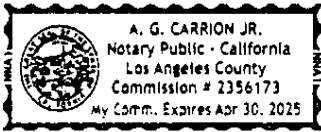
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STATE OF California)
)SS
COUNTY OF Los Angeles)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Lena Barsoghian, the Vice President of **OCTOBER'S VERY OWN MERCHANDISING US, LP**, a **California limited partnership**, 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/she signed and delivered such instrument, as his/her free and voluntary act and deed, and as the free and voluntary act and deed of **OCTOBER'S VERY OWN MERCHANDISING US, LP**, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 30 day of November, 2021.

Notary Public

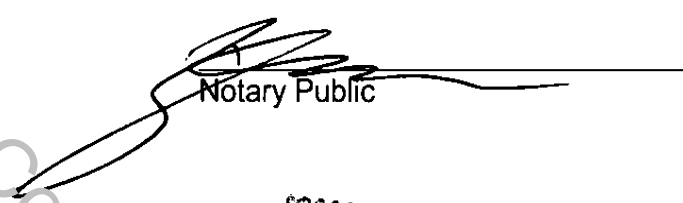


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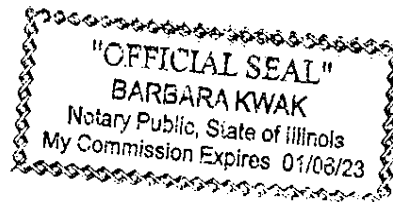
STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Michelle Morefield, the officer of **CIBC BANK USA** 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/she signed and delivered such instrument, as his/her free and voluntary act and deed, and as the free and voluntary act and deed of **CIBC BANK USA**, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 14 day of Dec, 2021.


Notary Public

This instrument Drafted by:
Justin M. Newman
Thompson Coburn LLP
55 East Monroe Street, 37th Floor
Chicago, IL 60603



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EXHIBIT A

LEGAL DESCRIPTION

1: RETAIL PARCEL 1:

THAT PART OF LOT 6 IN WALTON ON THE PARK SUBDIVISION, RECORDED SEPTEMBER 10, 2008 AS DOCUMENT NUMBER 0825418053, IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +26.55 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +13.36 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 6, BEING ALSO THE INTERSECTION OF THE SOUTH LINE OF WEST WALTON STREET WITH THE WEST LINE OF NORTH STATE STREET; THENCE SOUTH 00°15'03" WEST ALONG THE EAST LINE OF SAID LOT 6 A DISTANCE OF 98.16 FEET; THENCE NORTH 90°00'00" WEST ALONG A LINE PARALLEL WITH THE SOUTH LINES OF SAID LOT 6 A DISTANCE OF 14.64 FEET; THENCE SOUTH 00°15'03" WEST 0.96 FEET; THENCE NORTH 90°00'00" WEST 29.14 FEET; THENCE NORTH 00°15'03" EAST 16.06 FEET; THENCE NORTH 90°00'00" WEST 26.16 FEET; THENCE NORTH 00°15'03" EAST 11.09 FEET; THENCE SOUTH 90°00'00" EAST 7.14 FEET; THENCE NORTH 00°15'03" EAST 7.15 FEET; THENCE SOUTH 90°00'00" EAST 5.99 FEET; THENCE NORTH 00°15'03" EAST 13.87 FEET; THENCE NORTH 90°00'00" WEST 12.43 FEET; THENCE NORTH 00°15'03" EAST 33.45 FEET; THENCE NORTH 90°00'00" WEST 6.79 FEET; THENCE NORTH 00°15'03" EAST 17.65 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 6; THENCE SOUTH 89°53'10" EAST ALONG THE NORTH LINE OF LOT 6 AFORESAID 76.03 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

2: RETAIL PARCEL 2:

THAT PART OF LOT 6 IN WALTON ON THE PARK SUBDIVISION, RECORDED SEPTEMBER 10, 2008 AS DOCUMENT NUMBER 0825418053, IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +26.55 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +13.36 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 6; THENCE SOUTH 90°00'00" EAST ALONG A SOUTH LINE OF SAID LOT 6 A DISTANCE OF 24.94 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°00'00" EAST ALONG A LINE PERPENDICULAR TO THE SOUTH LINES OF LOT 6 AFORESAID 17.02 FEET; THENCE SOUTH 90°00'00" EAST 6.60 FEET; THENCE SOUTH 00°00'00" WEST 2.76 FEET; THENCE SOUTH 90°00'00" EAST 3.16 FEET; THENCE SOUTH 00°00'00" EAST 14.26 FEET TO A POINT ON A SOUTH LINE OF SAID LOT 6; THENCE NORTH 90°00'00" WEST ALONG A SOUTH LINE OF SAID LOT 6 A DISTANCE OF 9.75 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

3: RETAIL PARCEL 3:

THAT PART OF LOT 6 IN WALTON ON THE PARK SUBDIVISION, RECORDED SEPTEMBER 10, 2008 AS DOCUMENT NUMBER 0825418053, IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +41.00 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +26.55 FEET ABOVE CHICAGO CITY

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DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 6, BEING ALSO THE INTERSECTION OF THE SOUTH LINE OF WEST WALTON STREET WITH THE NORTH LINE OF NORTH STATE STREET; THENCE SOUTH 00°15'03" WEST ALONG THE EAST LINE OF SAID LOT 6 A DISTANCE OF 107.72 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 90°00'00" WEST ALONG A SOUTH LINE OF SAID LOT 6 A DISTANCE OF 49.07 FEET TO A POINT ON A WEST LINE OF LOT 6 AFORESAID; THENCE NORTH 00°00'00" EAST ALONG SAID WEST LINE 19.63 FEET TO A POINT ON A SOUTH LINE OF SAID LOT 6; THENCE NORTH 90°00'00" WEST ALONG A SOUTH LINE OF LOT 6 AFORESAID 21.72 FEET; THENCE NORTH 00°15'03" EAST PARALLEL WITH THE EAST LINE OF SAID LOT 6 A DISTANCE OF 5.14 FEET; THENCE SOUTH 90°00'00" EAST 0.89 FEET; THENCE NORTH 00°15'03" EAST 38.89 FEET; THENCE NORTH 90°00'00" WEST 6.55 FEET; THENCE NORTH 00°15'03" EAST 44.21 FEET TO A POINT ON THE NORTH LINE OF LOT 6 AFORESAID; THENCE SOUTH 89°53'10" EAST ALONG THE NORTH LINE OF SAID LOT 6 A DISTANCE OF 76.54 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

NON-EXCLUSIVE EASEMENT FOR PERMANENT ENCROACHMENT OF SUBSURFACE FACILITIES AS SET FORTH IN THAT CERTAIN GRANT OF EASEMENTS, TEMPORARY CONSTRUCTION EASEMENTS, AND EASEMENTS FOR PERMANENT ENCROACHMENTS RECORDED MARCH 19, 2009 AS DOCUMENT 0907822026.

PARCEL 5:

NON-EXCLUSIVE EASEMENTS FOR ACCESS, ENCROACHMENTS AND SHARED FACILITIES AS SET FORTH IN THAT CERTAIN DECLARATION OF EASEMENTS FOR ACCESS, CONSTRUCTION, ENCROACHMENTS AND SHARED FACILITIES RECORDED MAY 11, 2010 AS DOCUMENT 1013118085 AND FIRST AMENDMENT RECORDED APRIL 30, 2015 AS DOCUMENT 1512041141 AND SECOND AMENDMENT RECORDED NOVEMBER 20, 2017 AS DOCUMENT 1732429055.

PARCEL 6:

NON-EXCLUSIVE EASEMENTS FOR ACCESS FOR REFUSE REMOVAL AS SET FORTH IN THAT CERTAIN GRANT OF EASEMENT RECORDED NOVEMBER 20, 2017 AS DOCUMENT 1732429056.

PARCEL 7:

NON-EXCLUSIVE EASEMENTS FOR STRUCTURAL MEMBERS, FOOTINGS, CAISSONS, FOUNDATIONS, DEMISING WALLS, COMMON WALLS, FLOORS AND CEILINGS, COLUMNS AND BEAMS AND OTHER SUPPORTING ELEMENTS, ENCROACHMENTS, MAINTENANCE, RESTORATION, RECONSTRUCTION, ACCESS TO COMMERCIAL PROPERTY OR BUILDING SYSTEMS, ROOMS OR FACILITIES, SECURITY CAMERAS, INGRESS AND EGRESS THROUGH COMMON CORRIDORS AND STAIRWELLS AS SET FORTH IN THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS: RECIPROCAL EASEMENT AGREEMENT RECORDED NOVEMBER 20, 2017 AS DOCUMENT 1732429057.

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9 W. Walton Street
Chicago, Illinois 60610

Permanent Index Nos.:
17-04-435-037-0000

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