



**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

JPMorgan Chase Bank, N.A.
Attn. POST CLOSING
P.O. Box 9011
Coppell, TX 75019-9011
Loan No. 100544188

Doc# 2219417011 Fee \$67.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 07/13/2022 11:06 AM PG: 1 OF 9

Prepared by:
Bishop Plaza, LLC
c/o Matanky Realty Group, Inc.
200 N. LaSalle St., Suite 2350
Chicago, IL 60601
Attention: James L. Matanky

SUBORDINATION, NONDISTURBANCE AND ATTORNMEN AGREEMENT

THIS SUBORDINATION, NONDISTURBANCE AND ATTORNMEN AGREEMENT (this "Agreement") is made as of the date last executed by the parties set forth below (the "Effective Date"), by and among JPMORGAN CHASE BANK, N.A. (together with its successors and assigns, "Lender"), BISHOP PLAZA, LLC, an Illinois limited liability company ("Borrower"), and CSL PLASMA INC., a Delaware corporation ("Tenant").

Borrower is the landlord and Tenant is the tenant under a lease dated 3/28/22 (as amended, the "Lease"). The Lease covers a portion (the "Leased Premises") of the real property described on the attached Exhibit A and the improvements thereon (the "Property"). Borrower has been granted, or has applied for, a loan by Lender (the "Loan"), secured by a deed of trust, mortgage or similar instrument (the "Security Instrument") encumbering the Property. All documents evidencing or securing the Loan including the Security Instrument are referred to as the "Loan Documents." Subject to the terms of this Agreement, Tenant has agreed to subordinate the Lease to the Security Instrument and other Loan Documents, and Lender has agreed not to disturb Tenant's possession of the Leased Premises or Tenant's rights under the Lease, in accordance with this Agreement. The parties agree as follows:

1. **Subordination.** The Lease is subordinate to the lien of the Security Instrument and all amendments thereto. Tenant agrees that, notwithstanding anything to the contrary in the Lease or any other document and notwithstanding Section 3 below: (a) no right of first refusal held by Tenant under the Lease is exercisable in connection with any Foreclosure Event (as defined below); and (b) no purchase option held by Tenant under the Lease can be exercised prior to any Foreclosure Event unless the Loan is paid off in full concurrently with the closing of such purchase.

2. **Attornment.** After any Foreclosure Event, the terms of the Lease will be recognized as a new and direct lease from Successor Landlord (as defined below) to Tenant, and Tenant hereby attorns to

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Successor Landlord as its landlord, such attornment to be effective and self-operative immediately upon such Foreclosure Event. Additionally, from and after any Foreclosure Event, but provided that Tenant is not then in default under the Lease beyond any applicable notice, grace or cure period, Successor Landlord will: (i) recognize and accept Tenant as its tenant under the Lease; and (ii) the Lease shall continue under the same terms, covenants and conditions in full force and effect as a direct lease between the Successor Landlord and Tenant for the full remaining term thereof and any extension or renewals thereof which may be effected in accordance with any option in the Lease. Notwithstanding the foregoing or any other provision of this Agreement, Successor Landlord will not be: (a) liable for any payment of rent more than 30 days before the due date under the Lease or any security deposit or other payments not made in accordance with the Lease by Tenant to Borrower or any prior landlord; or (b) liable for or bound by (i) any breach of the Lease by Borrower or any prior landlord (other than a landlord breach for which Lender has written notice of and an opportunity to cure prior to commencing a Foreclosure Event), (ii) any offset or credit Tenant may have against Borrower or any prior landlord (other than offsets or credits provided for in the Lease or due to a breach of the Lease by Borrower which Lender has written notice of an opportunity to cure prior to commencing a Foreclosure Event); or (iii) any material modification of the Lease which materially increases Landlord's financial obligations or materially reduces Tenant's rental obligations under the Lease without Lender's written consent (such consent not to be unreasonably withheld, conditioned or delayed); or (iv) any right of first refusal and/or purchase option held by Tenant under the Lease.

"Foreclosure Event" means: (i) foreclosure under the Security Instrument; (ii) any other exercise by Lender of rights and remedies as a result of which a Successor Landlord becomes the owner of the Property; or (iii) delivery to Lender (or its designee or nominee) of a deed or other conveyance of the Property in lieu of (i) or (ii) above.

"Successor Landlord" means Lender or any other person or entity that becomes the owner of the Property as the result of, or after, a Foreclosure Event.

3. **Nondisturbance.** Upon a Foreclosure Event, Lender will not (and no other Successor Landlord will be entitled to) interfere with Tenant's use or possession of the Leased Premises and Tenant's rights and privileges under the Lease so long as Tenant is not then in default under the Lease beyond any applicable notice, grace or cure period; provided that if Tenant is then in default under the Lease beyond any applicable notice, grace or cure period as of the commencement of a Foreclosure Event, then at Lender's option, Lender shall have the remedies of Landlord under the Lease as a result of such default. Subject to the foregoing, unless otherwise required by applicable law, Tenant shall not be joined as a party in any foreclosure proceeding except to the extent necessary to foreclose the Mortgage, and not to terminate the Lease.

4. **Other Acknowledgments and Agreements.** Tenant acknowledges and agrees that: (a) Upon receipt of written notice from Lender that the Loan is in default, Tenant will (and Borrower irrevocably authorizes Tenant to) pay all rent and other amounts due to Borrower under the Lease directly to Lender; and (b) Lender has no obligation to Tenant regarding Borrower's application of the Loan proceeds; and (c) Tenant shall use commercially reasonable efforts to promptly notify Lender in writing of any default by Borrower under the Lease for which Tenant provides written notice thereof to Borrower, but in any event prior to exercising any termination right of Tenant under the Lease. By

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signing this Agreement, Borrower hereby (i) authorizes and directs Tenant to pay such rents and other monies to Lender or as otherwise directed by Lender, (ii) releases Tenant from any liability (under the Lease or otherwise) for making any such payment to Lender or as otherwise directed by Lender, and (iii) agrees to defend, indemnify, and hold Tenant harmless from and against any and all claims, demands, losses, or liabilities asserted by, through or under Borrower for any and all payments so made. Tenant shall be authorized to rely on any such notice or demand from Lender without making any further inquiry of Lender or Borrower. All payments made by Tenant to Lender under this Section shall be credited towards Tenant's rental obligations under the Lease. Without limiting the foregoing, it shall not constitute a default under the Lease for Tenant to comply with any such notice or demand from Lender. Concurrently with the delivery of any notice of default to Borrower, Tenant shall use commercially reasonable efforts to deliver a copy of such notice to Lender and, provided such notice is given, afford Lender the opportunity (without the obligation) to cure such default and not terminate the Lease for a period of time equal to the time provided to Borrower, as landlord, under the Lease, plus an additional forty-five (45) days. If Lender becomes the Successor Landlord, Lender shall have no liability to Tenant with respect to the Lease after Lender no longer has any ownership interest in the Property subject to the terms, conditions and limitations set forth in Section 22.03 of the Lease.

5. **Notices.** All notices under this Agreement will be in writing and mailed or delivered by recognized overnight delivery service (such as Federal Express) to the addresses shown on the signature page. All such notices will: (a) if mailed, be effective three (3) business days following deposit in the United States mail with postage prepaid and return receipt requested; and (b) if delivered as provided above, be effective upon delivery. Any party to this Agreement may change the address for notices to that party by written notice to the other parties to this Agreement upon at least thirty (30) days' advance written notice.

6. **WAIVER OF SPECIAL DAMAGES.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HERETO AGREES NOT TO ASSERT, AND HEREBY WAIVES, ANY CLAIM AGAINST THE OTHER PARTIES HERETO, ON ANY THEORY OF LIABILITY, FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES (AS OPPOSED TO DIRECT OR ACTUAL DAMAGES) ARISING OUT OF, IN CONNECTION WITH, OR AS A RESULT OF, THIS AGREEMENT.

7. **WAIVER OF JURY TRIAL.** EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD, IN THE EVENT OF LITIGATION, SEEK TO CONTEST THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS PARAGRAPH.

8. **Miscellaneous.** This Agreement will inure to the benefit of and be binding upon the parties hereto and their successors and assigns. This Agreement constitutes the final expression of the entire agreement of the parties with respect to the subordination of the Lease to the lien of the Security Instrument and the other matters addressed in this Agreement. If there are any conflicts between the

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Security Instrument and the Lease, the Security Instrument shall control; provided, however, that if Tenant is not in default under the Lease beyond any applicable notice, grace or cure period at the time such proceeds are received, then the Lease shall control with respect to the disbursement of insurance proceeds received following a casualty event and proceeds of any condemnation or threatened condemnation of all or any portion of the Property. This Agreement may not be modified other than by an agreement in writing, signed by the parties hereto or their respective successors in interest. Except as modified by this Agreement, all of the terms and provisions of the Lease will remain in full force and effect. If there are any conflicts between the Lease and this Agreement, the terms and provisions of this Agreement will control. This Agreement may be executed in any number of identical counterparts, which shall collectively constitute one agreement. This Agreement shall be governed by the laws of the state where the Property is located, except to the extent preempted by federal laws applicable to national banks. In the event of any litigation to enforce the terms of this Agreement or to recover damages for the breach thereof, each party shall be obligated to pay their own attorneys' fees and other costs irrespective of whether such party is the prevailing party in any such litigation.

[Signatures on the following page]


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DATED as of the day and year last below written.

LENDER:

JPMORGAN CHASE BANK, N.A.

By: 
 Name: Hsin C. Liang
 Title: Authorized Officer
 Dated: 5/9/2022

Address:

P.O. Box 9178
 Coppell, TX 75019-9178
 Attn: Portfolio Administration – Transactions
 Loan No. 100544188

ACKNOWLEDGMENT

THE STATE OF TEXAS

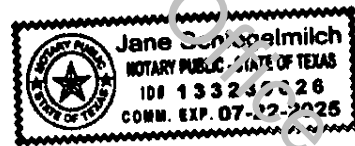
COUNTY OF COLLIN

Before me, Jane Schlegelmilch, a Notary Public in and for Plano in the State of Texas, personally appeared Hsin C. Liang, Authorized Officer, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 2nd day of May, 2022.

(SEAL)


 Name: Jane Schlegelmilch
 Notary Expires: 07-22-2025



[SIGNATURES CONTINUE ON FOLLOWING PAGE]

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BORROWER:

BISHOP PLAZA, LLC,
an Illinois limited liability company

By: _____
Name: James E. Matanky
Its: Manager
Dated: 4/21/22

Address:

Bishop Plaza, LLC
c/o Matanky Realty Group, Inc.
200 N. LaSalle St., Ste. 2350
Chicago, IL 60601
Attention: James E. Matanky

With a copy to (for informational purposes only):

Matanky and Matanky, Ltd.
200 N. LaSalle St., Ste. 2350
Chicago, IL 60601
Attention: Robert W. Matanky

ACKNOWLEDGMENT

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, the undersigned authority, appeared by means of (check one) physical presence or online notarization, James E. Matanky who is (check one) personally known to me or who produced as identification a _____ showing him/her to be the person described in and who executed the foregoing instrument as Manager of BISHOP PLAZA, LLC, an Illinois limited liability company, and did acknowledge before me that he/she executed the same as such authorized representative of said limited liability company by due and regular limited liability company authority.

WITNESS my hand and official seal in the County and State last aforesaid this 21 day of April, 2022.


Dominique Hernandez
Notary Public
State of Illinois
My Commission Expires: 3/23/26



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TENANT:

CSL PLASMA INC.,
a Delaware corporation

By: 
Name: Michelle Meyer
Its General Manager
Dated: 3/29/22

Address:

CSL Plasma Inc.
900 Broken Sound Parkway
Suite 400
Boca Raton, Florida 33487
Attention: Real Estate Manager

With a copy to (for informational purposes only):

CSL Behring L.L.C.
1020 First Avenue
King of Prussia, PA 19406
Attention: Executive Vice President and General
Counsel

With a copy to (for informational purposes only):

Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
New River Center
200 East Las Olas Boulevard
Suite 2100
Ft. Lauderdale, FL 33301
Attention: George A. Pincus, Esq.

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ACKNOWLEDGMENT

STATE OF FL)
) SS:
COUNTY OF Palm Beach)

Before me, the undersigned authority, appeared by means of (check one) physical presence or online notarization, Michelle Lopez, who is (check one) personally known to me or who produced as identification a _____ showing him/her to be the person described in and who executed the foregoing instrument as General Manager of CSL PLASMA INC., a Delaware corporation, and did acknowledge before me that he/she executed the same as such officer of said corporation by due and regular corporate authority.

WITNESS my hand and official seal in the County and State last aforesaid this 29 day of March, 2022.

[Signature]

Notary Public
State of Florida
My Commission Expires: 10.27.25



JENNY CAMPOS
Commission # MH 191842
Expires October 27, 2025
Bonded Thru Budget Notary Services

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EXHIBIT A

Description of the Property

For APN/Parcel ID(s): 20-05-309-030-0000, 20-05-309-031-0000, 20-05-309-032-0000,
20-05-309-033-0000, 20-05-309-034-0000, 20-05-309-035-0000,
20-05-309-036-0000, 20-05-309-037-0000, 20-05-310-002-0000 and
20-05-310-003-0000

PARCEL 1: LOTS 31 THROUGH 38 IN BLOCK 2 INS. E. GROSS SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPTING FROM DESCRIBED PARCEL OF LAND THOSE PARTS THEREOF TAKEN OR USED FOR STREET PURPOSES AS PER DOCUMENT NO. 907217.