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Karen A. Yarbrough
Cook County Clerk
Date: 10/03/2022 01:29 PM Pg: 1 of 14

(This Space for Recording Use Only)

PREPARED BY:

Reed Smith LLP
Reed Smith Centre
225 Fifth Avenue
Pittsburgh, PA 15222
Attn: Paul Didomenico, Esq.

THIS DOCUMENT SHOULD BE RETURNED TO AFTER RECORDING:

WALGREEN CO.
104 Wilmot Road, MS 144G
Deerfield, Illinois 60015
Real Estate Law Department
Store # 4862/Lease ID#001

Obligor Name: CP Thunder LH LLC
Obligor Number: 9437315765

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

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT made in multiple copies as of the 20 day of August, 2022, by and between **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Mortgagee"), **CP THUNDER LH LLC**, a Delaware limited liability company ("Landlord") and **BOND DRUG COMPANY OF ILLINOIS, LLC**, an Illinois limited liability company ("Tenant");

WITNESSETH:

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WHEREAS, Mortgagee is the holder of a Note secured by a Mortgage or Deed of Trust ("Mortgage") to be recorded concurrently in the Official Records of Cook County, State of Illinois, covering the property legally described on Exhibit "A" attached hereto and made a part hereof;

WHEREAS, by Sublease dated August 26, 2022, ("Sublease"), recorded by Memorandum of Sublease made effective of even date on September 29, 2022, in ~~Book~~ *document* 2227822019, at Page 1, in the Official Records of Cook County, State of Illinois, Landlord, as landlord, leased to Tenant, as tenant, the property, of the Southwest corner of Central Avenue and Montrose Avenue in Chicago, Illinois legally described on Exhibit "A" ("Subleased Premises"); and

WHEREAS, Mortgagee, Tenant and Landlord desire to confirm their understanding with respect to said Sublease and said Mortgage.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and promises contained herein and other good and valuable consideration, the parties agree as follows:

1. Subject to the covenants, terms and conditions of this Agreement, in the event of a default under the Note, the lien of said Sublease is hereby subordinated to the lien of said Mortgage. If there shall be a conflict between the terms of said Sublease and the terms of said Mortgage, the terms of said Sublease shall prevail.
2. In the event Mortgagee or any other party (collectively "Successor Landlord") acquires title or right of possession of the Subleased Premises under said Mortgage through foreclosure, or other procedure related to a default under the Note, said Sublease shall remain in full force and effect and Tenant shall continue occupancy of the Subleased Premises in accordance with the terms and provisions of said Sublease. In such event, during the period that it holds title to or possession of the Subleased Premises, Successor Landlord shall be in all respects bound by said Sublease as Landlord and by all of Tenant's rights thereunder. Successor Landlord's remedies pursuant to the Sublease will be in full force and effect once Successor Landlord succeeds to the interest of Landlord under the Sublease and once Successor Landlord is bound by all of the terms and conditions of said Sublease.
3. So long as Successor Landlord shall be bound by the terms and conditions of said Sublease, Tenant shall attorn to Successor Landlord when Successor Landlord is in possession of the Subleased Premises, whether such possession is pursuant to Mortgagee's rights under said Mortgage (which such attornment shall be effective and self operative without the execution of any further instrument on the part of any of the parties hereto), or other procedure related to a

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default under the Note and will continue occupancy of the Subleased Premises under the same terms and conditions of said Sublease.

4. Mortgagee shall not include Tenant in any foreclosure proceeding involving the Subleased Premises, unless required by applicable state law for Mortgagee to accomplish the foreclosure and then not to interfere with or diminish Tenant's rights under said Sublease or disturb Tenant's possession.

5. In the event that Successor Landlord succeeds to the interest of Landlord under such Sublease, Successor Landlord shall not be:

a). Liable for any act or omission of any prior landlord (including Landlord) or subject to any offsets or defenses which Tenant might have against any prior landlord (including Landlord), except for any defaults or remedies of which Tenant has notified Mortgagee prior to Successor Landlord becoming bound by the Sublease in accordance with paragraph 2. Successor Landlord will not be held liable for any consequential damages for defaults of any prior Landlord; or

b). Bound by any payment of any rent or additional rent which Tenant might have paid for more than the current month to any prior landlord (including Landlord); or

c). Bound by any amendment or modification of the Sublease made without Mortgagee's written consent.

6. During the continuance of said Mortgage, Tenant shall use reasonable efforts to give written notice to Mortgagee of all defaults by Landlord of those obligations under said Sublease which are of a nature as to give Tenant a right to terminate said Sublease, reduce rent, or to credit or offset any amounts against future rents, and Mortgagee shall have the same opportunity as provided to Landlord in said Sublease (but shall not be required) to cure the same. In any event (except as otherwise provided in the next sentence of this paragraph), Tenant's failure to provide Mortgagee such written notice shall not impair any rights granted or derived by Tenant under said Sublease and/or this Agreement. In no event shall Tenant terminate the Sublease as a result of any breach or default of the Sublease unless Tenant has provided Mortgagee notice and afforded the Mortgagee the same opportunity to cure such breach or default as provided to Landlord in said Sublease; provided, however, that Mortgagee shall not be obligated to remedy or cure any default of Landlord under the Sublease.

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7. Tenant hereby agrees that upon receipt of written notice from Mortgagee of a default by Landlord under said Mortgage, all checks for rent and other sums payable by Tenant under said Sublease to Landlord shall, from the date of Tenant's receipt of such written notice, be delivered to and drawn to the exclusive order of Mortgagee until Mortgagee or a court of competent jurisdiction shall direct otherwise. Such an assignment of rent shall not relieve Landlord of any of its obligations under said Sublease and shall not modify or diminish any rights granted to Tenant by said Sublease or this Agreement, including but not limited to, any rights contained in said Sublease which allow Tenant the right of so-called self help, offsets or deductions in the event of default or otherwise. Landlord hereby consents and agrees to the provisions of this paragraph and hereby authorizes Tenant to direct all rental and other payments under said Sublease as provided by this paragraph. Landlord hereby relieves Tenant from any liability by reason of Tenant's payment of any sums under said Sublease as required by this paragraph. Tenant shall have no obligation to verify the existence of any such default stated in the notice from Mortgagee under this paragraph.

8. (a) Subject to the terms of (b) below, Tenant agrees that the covenants of Landlord in Article 6 of the Sublease shall not be binding upon land owned by Successor Landlord that acquires the interest of Landlord in the Subleased Premises through foreclosure of the Mortgage or a deed in lieu thereof, (provided that Successor Landlord owned or mortgaged such land prior to the date that it acquires the interest of Landlord in the Subleased Premises), but shall apply to any subsequent purchaser or transferee that is not an affiliate or subsidiary of Successor Landlord.

(b) Upon Successor Landlord's acquisition of Landlord's interest, during the period that it holds title to the Subleased Premises, Successor Landlord will not execute any agreement that violates the restrictions set forth in Article 6 of the Sublease or agree to any modification of a then existing agreement which extends the right of any third party to operate in a manner inconsistent with the restrictions set forth in Article 6 of the Sublease.

9. In the event Successor Landlord acquires title or right of possession of the Subleased Premises, Tenant acknowledges and agrees that the liability of such Successor Landlord under the Sublease shall be limited to its interest in the property described on Exhibit "A" and the rents, income and profits therefrom. Notwithstanding anything herein to the contrary, Tenant shall have all of its equitable remedies against Successor Landlord. Nothing contained herein shall otherwise limit Tenant's rights or remedies as provided in the Sublease.

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10. All notices under this Agreement shall be deemed to have been duly given if made in writing and sent by United States certified or registered mail, postage prepaid, or by overnight delivery service providing proof of receipt, and addressed as follows:

If to Mortgagee: Wells Fargo Bank, National Association
1808 Aston Avenue, Suite 250
Carlsbad, California 92008
Attn: Loan Administration

If to Tenant: 104 Wilmot Road, MS #144G
Deerfield, Illinois 60015
Attn: Real Estate Law Department
Store No. 4862

If to Landlord: CP Thunder LH LLC
c/o Corporate Partners Capital Group LLC
545 South Figueroa Street, Suite 614
Los Angeles, California 90071

provided that each party by like notice may designate any future or different addresses to which subsequent notices shall be sent. Notices shall be deemed given upon receipt or upon refusal to accept delivery.

11. Tenant agrees that if the Sublease contains a right of first refusal, such right shall not apply to Successor Landlord through a foreclosure, deed-in-lieu of foreclosure or any other enforcement action under the Mortgage; provided, however, such right of first refusal shall apply to subsequent purchasers of the Subleased Premises. It is the express intention of Landlord and Tenant that the acquisition by either party of the right, title, interest and estate of the other party in and to the Subleased Premises shall not result in termination or cancellation of the Sublease by operation of the principle of merger of estates or otherwise, notwithstanding any applicable law to the contrary.

12. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature and acknowledgment of, or on behalf of, each party, or that the signature and acknowledgment of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for

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more than a single counterpart containing the respective signatures and acknowledgment of, or on behalf of, each of the parties hereto. Any signature and acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures and acknowledgments thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature and acknowledgment pages.

13. This Agreement shall also bind and benefit the heirs, legal representatives, successors and assigns of the respective parties hereto, and all covenants, conditions and agreements herein contained shall be construed as running with the land.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement, under seal, as of the day and year first above written.

(Signature Page to follow)

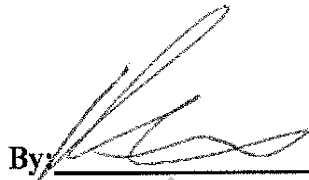
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TENANT

BOND DRUG COMPANY OF ILLINOIS, LLC,
an Illinois limited liability company

MORTGAGEE

WELLS FARGO BANK, NATIONAL ASSOCIATION,
a national banking association

By:  _____

Name: Richard N. Steiner
Title: Director and Managing Counsel
of Walgreen Co., its Delegatee

By: _____

Name: _____

Title: _____

LANDLORD

CP THUNDER LH LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

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TENANT ACKNOWLEDGEMENT

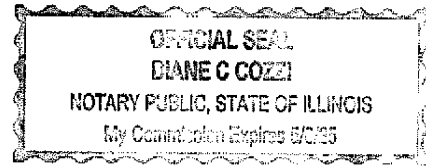
STATE OF ILLINOIS §
 §
COUNTY OF LAKE §

On this 15th day of August, 2022, before me appeared Richard N. Steiner, to me personally known, who, being by ~~me~~ duly sworn, did say that he is the Director and Managing Counsel of Walgreen Co., an Illinois corporation, as Delegatee of Bond Drug Company of Illinois, LLC, an Illinois limited liability company, and that said instrument was signed in behalf of said limited liability company by authority of its members, and said Delegatee acknowledged said instrument to be the free act and deed of said limited liability company.

(Seal)


Notary Public

My term expires:



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TENANT

BOND DRUG COMPANY OF ILLINOIS, LLC,
an Illinois limited liability company

By: _____
Name: Richard N. Steiner
Title: Director and Managing Counsel
of Walgreen Co., its Delegatee

MORTGAGEE

WELLS FARGO BANK, NATIONAL ASSOCIATION,
a national banking association

By:  _____
Name: Todd J. Alcantara
Title: Managing Director

LANDLORD

CP THUNDER LH LLC,
a Delaware limited liability company

By: _____
Name: Kenton D. Wright
Title: Manager

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TENANT

BOND DRUG COMPANY OF ILLINOIS, LLC,
an Illinois limited liability company

By: _____
Name: Richard N. Steiner
Title: Director and Managing Counsel
of Walgreen Co., its Delegatee


MORTGAGEE

WELLS FARGO BANK, NATIONAL ASSOCIATION,
a national banking association

By: _____
Name: _____
Title: _____

LANDLORD

CP THUNDER LH LLC,
a Delaware limited liability company

By:  _____
Name: Kenton Wright
Title: Manager

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LANDLORD ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA]
]
COUNTY OF LOS ANGELES]

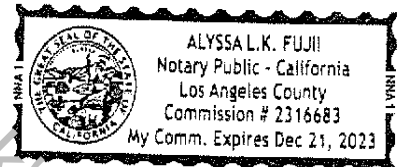
On August 19, 2022 before me, Alyssa L. K. Fujii, Notary Public, personally appeared Kenton Wright, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Alyssa L. K. Fujii
Signature of notarial officer

(Notary Seal)



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EXHIBIT "A"

LEGAL DESCRIPTION (STORE #4862)

[attached]

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Parcel 1:

A leasehold estate (said leasehold estate being defined in Paragraph 1.c. of the ALTA Leasehold Endorsement(s) attached hereto), created by the instrument herein referred to as the Lease, made by and between Dimitrios G. Tsiribas and Georgia Tsiribas (Landlord) and Bond Drug Company of Illinois, an Illinois corporation, (Tenant) dated March 29, 2000, a memorandum of which Lease was recorded June 7, 2000 as document 00416362, as assigned by that certain memorandum of assignment of lease made by Bond Drug Company of Illinois, an Illinois corporation, to CP Thunder LH LLC, a Delaware limited liability company, recorded **September 23, 2022**, as document **2226622019**, which Lease demises the following described land for a term of 99 years, commencing on **September 15, 2000**:

Lots 56, 57 and 58 in Gardner's Portage Park Addition to Chicago in Lots 7 and 8 of School Trustee's Subdivision of Section 16, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

C/K/A 4357 N Central Avenue, Chicago, IL 60634 PIN: 13-16-300-037-0000

Parcel 2:

A leasehold estate (said leasehold estate being defined in Paragraph 1.c. of the ALTA Leasehold Endorsement(s) attached hereto), created by the instrument herein referred to as the Lease, made by and between Chicago Title Land Trust Company, as Trustee under Trust Agreement dated July 2, 1946 and known as Trust No. 33416 (Landlord) and Bond Drug Company of Illinois, an Illinois corporation, (Tenant) dated March 16, 2000, a memorandum of which Lease was recorded June 7, 2000 as document 00416361, as assigned by that certain memorandum of assignment of lease made by Bond Drug Company of Illinois, an Illinois corporation, to CP Thunder LH LLC, a Delaware limited liability company, recorded **September 23, 2022**, as document **2226622018**, which Lease demises the following described land for a term of 99 years, commencing on September 15, 2000 and ending on September 30, 2099:

Lots 59 through 65 in Gardner's Portage Park Addition to Chicago in Lots 7 and 8 of School Trustee's Subdivision of Section 16, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

C/K/A 4351 N Central Avenue, Chicago, IL 60634 PIN: 13-16-300-004-0000

Address: A/K/A
Store #4862
4343 N Central Avenue
Chicago, IL 60634