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This instrument prepared by/return to: Edward I. Rothschild 55 West Monroe Street Chicago, IL 60603 . DEPT-01 RECORDING

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COOK COUNTY RECORDER

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SUBORDINATION, NODPISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT made as of the 30th day of January 1996, by and between UNITED OF OMAHA LIFE INSURANCE COMPANY, a Nebraska corporation (hereinafter referred to, together with its nominees, successors, assigns and any party who acquires title to, or right of possession of, the below-mentioned Mortgaged Property or any part thereof under the below-mentioned Mortgage by foreclosure, exercise of nonjudicial power of sale, deed in lieu of foreclosure or otherwise, as "Mortgagee"), BOND DRUG COMPANY OF ILLINOIS, an Illinois corporation ("Tenant), and BROADWAY & BELMONT, L. L. C., an Illinois Limited Liability Company ("Landlord"):

WITNESSETH:

WHEREAS, Mortgagee is the holder of that certain orligation of Landlord, evidenced by the certain promissory note dated January 30, 1996, payable to the order of Mortgagee for the principal sum of Two Million Three Hundred Thousand Dollar (\$2,300,000), with interest as computed therein from date until paid (the "Note"), which Note is secured by a Mortgage and Security Agreement of even date therewith and recorded in Official Records Book ____, Page ____ of the Public Records of Cook County, Illinois (the "Mortgage") which encumbers the property described on Exhibit "A" annexed hereto and made a part hereof (the "Mortgaged Property"); and

WHEREAS, Broadway & Belmont, L. L. C., is landlord under lease to Tenant dated 3/29/95 (the "Lease"), by assignment by Centrum Equities, Inc. of its interest as landlord under said Lease, said assignment being dated 5/23/95 and recorded in the Recorder's Office of Cook County, Illinois on 6/1/95 as Document No. 95354492; and

BOX 333-CTI

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WHEREAS, Mortgagee and Tenant desire to confirm their understanding with respect to the Lease and the 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. The lien of the Lease is and shall continue to be subject and subordinate to the lien of the Mortgage, to the full extent of the principal sum secured thereby and interest accrued and from time to time unpaid thereon, subject to the terms of this Agreement.
- Any purchase options and rights of first refusal contained 2. in the Lease are and shall continue to be subject and subordinate to the lien of the Mortgage, to the end that (i) any such options and rights shall not be applicable to, prevent or otherwise impair the acquisition of title to, or right of possession of, the Mortgaged Property or any part thereof by Mortgagee under said Mortgage by foreclosure, exercise of nonjudicial power of sale, aged in lieu of foreclosure or otherwise, (ii) in the event that Mortgagee acquires title to the Mortgaged Property or any part thereof under the Mortgage by foreclosure or otherwise, Mortgagee shall be bound by any such options and rights and (iii) in the event that Tenant, its nominee, successor, assign or any other party acquires title to the Mortgaged Property or any part thereof by virtue of any such options and rights or otherwise, title will be taken subject to the lien of the Mortgage.
- 3. In the event Mortgagee acquires title to, or right of possession of, the Mortgaged Property or any part thereof under the Mortgage through foreclosure or otherwise, the Lease and all of its terms, covenants and conditions shall remain in full force and effect and Tenant shall continue possession of the Mortgaged Property in accordance with the terms and provisions of the Lease. In such event, Mortgagee shall be in all respects bound by the Lease as Landlord and by all of Tenant's rights thereunder provided that Tenant is not in continued default, after notice, in the payment of rent or otherwise. Between the terms of the Lease and the terms of the Mortgage, the terms of the Lease shall prevail.

- 4. In the event that Mortgagee acquires title to, or right of possession of, the Mortgaged Property or any part thereof under said Mortgage through foreclosure, exercise of nonjudicial power of sale, deed in lieu of foreclosure or otherwise, Mortgagee shall 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 Mortgagee, all rights and obligations under the Lease to continue, and the Tenant shall have the same remedies against Mortgagee for the breach of any agreement or obligation contained in the Lease that the Tenant might have under the Lease against the Landlord.
- 5. Notwithstanding anything to the contrary contained in this Agreement or the Lease. Tenant agrees that Mortgagee shall not be:
 - (a) bound by an rent or additional rent which Tenant might have paid for more than the current month to any prior landlord (including the Landlord); or
 - (b) bound by an amendment or modification of the Lease made subsequent to the date hereof without the consent of Mortgagee, which consent will not be unreasonably withheld or delayed; or
 - (c) bound by any cancellation or termination of the Lease unless made by Tenant pursuanc to and in accordance with the provisions of the Lease and this Agreement; or
 - (d) obligated to perform any obligations of Landlord under the Lease unless and until it acquires title to, or right of possession of, the Mortgaged Property or, upon acquisition of title or right of possession, be liable for any prior acts or prior omissions of any prior Landlord (including landlord), provided that in no event shall this clause affect or impair the rights and remedies available to the Tenant under the Lease, or otherwise, in the event of a breach by Landlord of any term or condition of the Lease.
- 6. In the event that Mortgagee acquires title to, or right of possession of, the Mortgaged Property or any part thereof under the Mortgage through foreclosure, exercise of nonjudicial power of sale, deed in lieu of foreclosure or otherwise, so long as Mortgagee shall be bound by the terms and conditions of the Lease, Tenant shall attorn to Mortgagee and Mortgagee shall succeed to the rights of Landlord under the Lease.
- 7. In the event any proceedings are brought by Mortgagee in connection with or arising out of the Mortgage, including,

but not limited to, any foreclosure or other such action to enforce payment of any amounts due and secured by the Mortgaged Property, or any part thereof, Mortgagee shall not joint Tenant as a party to any such action or proceedings.

8. During the continuance of the Mortgage, Tenant shall use reasonable efforts to give written notice to Mortgagee of all defaults by Landlord of those obligations under the Lease which are of a nature as to give Tenant a right to terminate the Lease, to reduce rent, or to credit or offset any amounts against future rents, and Mortgagee shall have the same opportunity (but not the obligation) as provided to Landlord in the Lease to cure the same.

Tenant's failure to provide Mortgagee with written notice of default as provided above, notwithstanding reasonable efforts to do s, shall not impair any rights granted to or derived by Tenant under the Lease and/or this Agreement; provided however, that in no event shall Tenant have the right to cancel or terminate the Lease pursuant to any rights granted to or derived by Tenant under the Lease or otherwise on default by Landlord, unless and until Mortgagee shall have received notice of the default and been afforded a reasonable period of time in which to (a) obtain title to, or right of possession of, the Mortgaged Property under the Mortgage by foreclosure, exercise of nonjudicial power of sale, deed in lieu of foreclosure or otherwise and (b) cure the default.

Mortgagee shall, within ten (10) days after written request from Tenant, advise Tenant in writing of the current status of the Mortgage. If Mortgagee shall fail to so advise Tenant as herein provided, unless and until Tenant shall be notified to the contrary it shall be conclusively presumed that the Mortgage shall have expired or terminated and Tenant shall be relieved of any obligation under this paragraph.

9. 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 Mortgaged Property shall not result in termination or cancellation of the Lease by operation of the principle of merger of estates or otherwise, notwithstanding any applicable law to the contrary; provided however, that in the event Tenant acquires the right, title, interest and estate of Landlord in and to the Mortgaged Property, whether pursuant to any purchase option or right of first refusal granted int he Lease or otherwise, if either (i) the indebtedness secured by the Mortgage is satisfied or (ii) Tenant assumes the indebtedness secured by the Mortgage to the reasonable satisfaction of Mortgagee, then in such event the estates of

Landlord and Tenant in and to the Mortgaged Property shall merge and the Lease will be extinguished.

In the event Tenant assumes the indebtedness secured by the Mortgage as envisaged by paragraph (ii) of this Section, Tenant acknowledges that Mortgagee will impose certain customary requirements, which will include, without limitation, (a) execution of an assumption agreement, (b) if Tenant is not Walgreen Co., substituting a guarantee by Walgreen Co of the indebtedness for Walgreen Co.'s guarantee of the Lease (c) endorsement to the title insurance policy and (d) evidence that required property and liability insurance is in place.

- 10. Tenant and Landlord agree that upon receipt by Tenant of written notice from Mortgagee, Tenant will thereafter pay all rent and other sums payable under the Lease to Mortgagee (and to comply with any such direction to pay without determining whether an event of default exists under the Mortgage) until further notice from Mortgagee, and Landlord hereby expressly agrees that any such payment shall discharge any obligation of Tenant to Landlord under the Lease to the extent of such payment.
- 11. Tenant shall not be relieved of its obligations under the Lease as a result of any subletting of the Mortgaged Property or any part thereof.
- 12. Tenant and Landlord agree to execute and deliver to the other party and to Mortgagee with thirty (30) days after receipt of the other party's or Mortgagee's request, estopped certificates in a form acceptable to Tenant, which certificates may include information as to any modification of the Lease, dates of commencement of term and the termination date of the Lease, and to the best of Tenant's or Landlord's knowledge, whether or not the other party is in default of the Lease.
- 13. All notices under this Agreement shall be in writing, sent by United States Registered or Certified Mail, postage prepaid and addressed as follows:

If to Tenant:

Bond Drug Company of Illinois

c/o Walgreen Co. 200 Wilmot Road Deerfield, IL 60015 Attn: Law Department

If to Mortgagee:

United of Omaha Life Insurance Company

Mutual of Omaha Plaza

Omaha, NE 68175

Attn: Mortgage Loans and Real Estate

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UNOFFICIAL COPY

If to Landlord:

As provided in the Lease

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 refusal to accept delivery.

- 14. 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.
- 15. Each party to this Agreement represents, warrants and confirms that it has full right, power and authority to execute, deliver and perform this Agreement, that it has duly authorized the execution, delivery and performance of this Agreement, and that this Agreement constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.
- 16. Addendum of even date i/erewith consisting of four paragraphs is incorporated herein and made a part hereof by this reference.

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

Signed, sealed and delivered in the presence of:

Ditsdutger Printed Name: Edwin L. Garcison, A.

Title: 1540.cefts sient

aust Secretary

"MORTGAGEE"

UNITED OF OMAHA LIFE INSURANCE

BOND DRUG COMPANY, an Illinois Company

F By: alle C Plan

Printed Name Cu. Kuk

Printed Name: ALMUM. ACCME Title: ~ R

MINT SECRETARY

"TENANT"

BROADWAY & BELMONT, L.L.C., an Illinois Limited Liability Company

Printed Name:	Printed Name: 10HW MCK, NOWN Title: Manager
	"LANDLORD"
Ox Co	
	Colypia
	T C/O/A
	Title: Manager "LANDLORD"

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STATE OF ILLINOIS) SS
COUNTY OF COOK)
Public in and for the County and State aforesaid, DO HERRBY CERTIFY that JOHN MCLINDA , Manager of Broadway & Belmont, L. L. C., an Illinois Limited Liability Company and of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Manager and respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Broadway & Belmont, L. L. C., an Illinois Limited Liability Company. GIVEN under my hand and Notarial Seal, this Jist day of January, 1996.
My Commission Expires: ("OFFICIAL SEAL" KAREN T. BERSCH
STATE OF ILLINOIS) SS Notary Public, State of IDinois My Commission Expires 9 16 9: COUNTY OF COOK)
the undergioned a Notary
Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Of Bond Drug Company, an Illinois corporation and of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Manager and appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bond Drug Company, an Illinois corporation. GIVEN under my hand and Notarial Seal, this day of January, 1996.
Notary Public
My Commission Expires:

STATE OF ILLINOIS)) SS
COUNTY OF COOK)
I,
GIVEN under my hand and Notarial Seal, this day of
January, 1996.
Notary Public
My Commission Expires:
STATE OF ILLINOIS)) SS
COUNTY OF -COOK)
I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HERBBY
Public in and for the County and State aforesaid, DO HERBBY
Drug Company, an Illinois corporation and c. N. Kull,
Drug Company, an Illinois corporation and <u>c. w. k.w.</u>
of said Company, personally known to he to be
the same persons whose names are subscribed to the foregoing
instrument as such Manager and Ang Scatter, respectively
appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and
voluntary act and as the free and voluntary act of said Bond Drug
Company, an Illinois corporation.
GIVEN under my hand and Notarial Seal, this 3004 day of
January, 1996.
(40)
Notary Public

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My Commission Expires: 5.18 96

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STATE OF BEDRADINA
COUNTY OF Dimaria) SS
COUNTY OF THEORY.
I, Deutah III Healthach, the undersigned, a Notary
Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Sharp H. Carrier , of United of Omaha Life
CERTIFY that Shully H. Carling, of United of Omaha Life
Insurance Company, a Nebraska Corporation and
personally known to me to be the same persons whose names are
subscribe to the foregoing instrument as such in the hair and
Accident, respectively appeared before me this day in person
and acknowledged that they signed and delivered the said
instrument as their own free and voluntary act and as the free
and voluntary act of said United of Omaha Life Insurance Company.
GIVEN under my hand and Notarial Seal, this 20th day of
January, 1996.
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My Commission Expires: 200 ML NOTARY-State of Nebraska Notary Public Notary Public
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ADDENDUM TO

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

This Addendum to the January 30 h, 1996 Subordination, Nondisturbance and Attornment Agreement executed by Bond Drug Company of Illinois ("Tenant"), Broadway & Belmont, L. L. C. ("Landlord") and United of Omaha Life Insurance Company, ("Lender") is made this 30 k day of January, 1996. The terms of this Addendum form a part of and amend the Subordination, Nondisturbance and Accorpment Agreement.

- 1. The first sentence of the Introductory Statement states that Landlord owns the "Premises". In fact, Broadway & Belmont, L. L. C., is the owner of the improvements on the land described on Exhibit A, and is landlord under lease dated 3/29/95, by assignment by Centrum Equities, Inc. of its interest as landlord under said Lease, said assignment being dated 5/23/95 and recorded in the Recorder's Office of Cook County, Illinois on 6/1/95 as Document No. 95354492. As used herein, the word "Landlord" norein and in said Subordination, Nondisturbance and Attornment Agreement means Broadway & Belmont, L. L. C.
- 2. The following is added to paragraph 6 of said Subordination, Nondisturbance and Attornment Agreement:

All rents payable under the Lease shall be paid directly to Lender and such payment by Tenant shall discharge its rent obligation under the Lease. Landlord agrees that this direction to tenant may not be modified or amended without the written consent of Lender.

3. Notwithstanding anything to the contrary, if the terms contained in the Subordination, Nondisturbance and Attornment Agreement in any way conflict or are inconsistent with the terms and conditions of this Addendum, the terms of this Addendum shall govern and supersede. However, all terms contained in the Subordination, Nondisturbance and Attornment Agreement which do not conflict or are not inconsistent with this Addendum shall remain in full force and effect without any change or amendment. If any term or condition of this Addendum conflicts with applicable law or

is held to be invalid or unenforceable by a court of competent jurisdiction, the other terms of this Addendum shall remain in full force and effect.

Executed under seal as of the date and year first above written.

BOND DRUG COMPANY, an Illinois Company

DOOP OF

BROADWAY & BRLMONT, L.L.C., an Illinois Limited Liability Company

Manager

UNITED OF OMAHA LIFE INSURANCE COMPANY, a Normaska corporation, Lender

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is held to be invalid or unenforceable by a court of competent jurisdiction, the other terms of this Addendum shall remain in full force and effect.

Executed under seal as of the date and year first above written.

BOND DRUG COMPANY, an Illinois Company

DOOD OF BROADWAY & BELMONT, L.L.C., an Illinois Limited Liability Company

By:

Manager

Clark's Office

UNITED OF OMAHA LIFE INSURANCE COMPANY, a Nebraska corporation, Lender

STATE OF ILLINOIS)
COUNTY OF COOK)
Public in and for the County and State aforesaid, DO HEREBY CERTIFY that JOHN MCKINDER , Manager of Broadway & Belmont, L. L. C., an Illinois Limited Liability Company and of said Company, personally known to me to be the same persons whose names are
subscribed to the foregoing instrument as such Manager and
and acknowledged that they signed and delivered the said
instrument is their own free and voluntary act and as the free
and voluntar; act of said Broadway & Belmont, L. L. C., an
Illinois Limited Liability Company.
GIVEN under my hand and Notarial Seal, this 3 1 day of January, 1996.
) In
Klien John Dergel
Notabyfruhl beal"
My Commission Expires: KAREN T. BERSCH
Notary Public, State of Illinois
STATE OF ILLINOIS) My Commission Expires 9/16/97
OSTRUTUL OF COOK
COUNTY OF COOK)
I,, the undersigned, a Notary
Public in and for the County and State aforesaid, DO HEREBY
CERTIFY that of Bond
Drug Company, an Illinois corporation and
of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing
instrument as such Manager and , respectively
instrument as such Manager and, respectively appeared before me this day in person and acknowledged that they
signed and delivered the said instrument as their own free and
voluntary act and as the free and voluntary act of said Bond Drug Company, an Illinois corporation.
GIVEN under my hand and Notarial Seal, this Jay of
January, 1996.
Notary Public
My Commission Expires:

STATE OF ILLINOIS)) SS
COUNTY OF COOK)
Public in and for the County and State aforesaid, DO HEREBY CERTIFY that, Manager of Broadway & Belmont, L. L. C., an Illinois Limited Liability Company and of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Manager and, respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Broadway & Belmont, L. L. C., an Illinois Limited Liability Company. GIVEN under my hand and Notarial Seal, this day of
January, 1996.
Notary Public
My Commission Expires:
COUNTY OF COOK)
Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Action Aforesaid, Do Hereby of Bond Drug Company, an Illinois corporation and of said Company, personally known to me to be
the same persons whose names are subscribed to the foregoing instrument as such Manager and
My Commission Expires: 5/8-96. Notary Public

CHILDIAL SEAL "
ELENA KRAUS
ANTERY MIRLIN STATE OF ILLINOIS
MY COMMISSION EXPIRES 5/18/96

STATE OF NEBRASKA)
,) SS
COUNTY OF Develop)
I, Production of the undersigned, a Notary
Public in and for the County and State aforested DO HERRY
Public in and for the County and State aforesaid, DO HEREBY CERTIFY that House hof United of Omaha Life
Insurance Company, a Nebraska Corporation and
/
personally known to me to be the same persons whose names are
subscribed to the foregoing instrument as such kit YM IREL and
, respectively appeared before me this day in person
and acknowledged that they signed and delivered the said
instrument as their own free and voluntary act and as the free
and voluntary act of said United of Omaha Life Insurance Company.
GIVEN under my hand and Notarial Seal, this 304 day of
January, 1996.
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My Commission Expires: A GREAT MOTARY-Skits of Rabiasta Notary Public RELIAND MELDYOGEL
My Commission Expires: BELHAH M MISIDVOGEL My Comm Exp. March 7, 1996
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T'S OFFICE

EXEIBIT A

Legal Description

All of the right, title and interest of Broadway & Belmont, L. L. C. as Lessee under Ground Lease dated 12/22/94 between Cole Taylor Bank as Trustee under Trust Agreement dated 11/10/67 and known as Trust No. 32992, as lessor, and Centrum Equities, Inc., as lessee, the interest of Centrum Industries, Inc. as lessee having been assigned by Centrum Industries, Inc. to Broadway & Belmont, L. L. C. by Assignment dated May 23, 1995, recorded in the Recorder's Office of Cook County, Illinois on June 1, 1995 as Document No. 95354492.

and

All of the right, title and interest of Broadway & Belmont, L. L. C. as lessor of lease (actually sublease) dated 3/29/95 between Centrum Equities, Inc. as lessor, and Bond Drug Company of Illinois as lessee, said lessor's interest having been assigned by Centrum Industries, Inc. to Broadway & Belmont, L. L. C. by Assignment dated May 23, 1995, recorded in the Recorder's Office of Cook County, Illinois on June 1, 1995 as Document No. 9354492.

with respect to the property legaling described as follows:

PARCEL 1:

Lots 1 and 2 in the subdivision of South 143 feet of the West 99 feet 11 1/2 inches of Lot 8 in County Clerk's Division of Lots 3, 4, 5, 6, 7, 8, 9 and part of Lot 2 in Assessor's Division of Lots 27 and 28 in Pine Grove in Section 21 Township 40 North, Range 14, East of the Third Principal Meridian, in Cock County, Illinois.

PARCEL 2:

The East 25 1/24 feet of the West 125 feet of the South 143 feet of lot 8 in the County Clerk's Division of Lots 3, 4, 5, 6, 7, 8 and 9 and part of lot 2 in the Assessor's Division of Lots 27 and 28 in Pine Grove, a Subdivision of Section 21 Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 3:

The East 37 feet of the South 143 feet of lot 8 in County Clerk's division of lots 3 to 9 and part of lot 2 in Assessor's division of lots 27 and 28 in Pine Grove, in Section 21 Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 4:

The East 25 feet of the West 150 feet of the South 143 feet of lot 8 in County Clerk's division of lots 3 to 9 and part of lot 2 in Assessor's division of lots 27 and 28 in Pine Grove, in Section 21 Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Street Address:

Northeast Corner of Belmont and Broadway,

Chicago, Illinois

P.I.N.s:

14-21-314-023/024/025/026 and 027

Prepared by Edward I. Rounsphild Rothschild, Barry & Myers 55 West Monroe Street Chicago, IL 60603

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