

**EXHIBIT K**  
**FORM OF NDA AGREEMENT**

NON-DISTURBANCE AND ATTORNMENT AGREEMENT  
AND  
AGREEMENT AND CONSENT OF MASTER LANDLORD

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between VILLAGE OF ORLAND PARK, an Illinois home rule municipal corporation (hereinafter referred to as "Master Landlord") and HIGHLAND PARK CVS, L.L.C., an Illinois limited liability company (hereinafter referred to as "Subtenant").

WITNESSETH:

**WHEREAS**, Pursuant to a Lease dated \_\_\_\_\_, 2016 (the "Master Lease"), by and between University of Chicago Medical Center, a, Illinois nor-for-profit corporation ("Sublandlord"), and Master Landlord, Master Landlord leased to Sublandlord certain premises (hereinafter referred to as the "Master Premises") located within the Main Street Triangle at the Northwest corner of LaGrange Road and 143rd Street in Orland Park, Illinois, being more fully described in the Master Lease and shown on Exhibit "A" attached hereto and made a part hereof;

**WHEREAS**, Subtenant desires to sublease from Sublandlord a portion of the Master Premises pursuant to a Sublease by and between Sublandlord and Subtenant dated \_\_\_\_\_, 2016 (hereinafter referred to as the "Sublease"), which sublease shall demise premises containing approximately 13,200 square feet and is shown on Exhibit "A" attached hereto and made a part hereof (the "Premises"); and

**WHEREAS**, Subtenant and Master Landlord desire to confirm in writing their understandings with respect to the Sublease and the Master Lease, Master Landlord's consent to the Sublease of a portion of the Master Premises to Subtenant and to the other matters hereinafter set forth.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, and in order to induce Subtenant to enter into the Sublease, Master Landlord and Subtenant hereby agree and covenant as follows:

1. Master Landlord does hereby reaffirm, for the benefit of Subtenant, the responsibilities, warranties and covenants of Master Landlord set forth in the Master Lease. Master Landlord does hereby warrant, for the benefit of Subtenant, that, pursuant to the Master Lease, the Premises may be used for the operation of a health and beauty aid store, a retail drug store, a pharmacy business and/or for the sale or display of such other items or services as are from time to time sold or provided by CVS or other health and beauty aid stores or drug stores.

2. So long as Subtenant is not in material default beyond any notice and/or grace period given Subtenant to (i) cure any default or breach in the payment of rent, additional rent or other

charges due under the Sublease, or (ii) to cure any default, breach or violation in the payment or performance of any of the terms, covenants, conditions or agreements contained in the Sublease on Subtenant's part to be paid or performed by Subtenant, Subtenant's possession of the Premises and Subtenant's rights and privileges under the Sublease and any extensions or renewals thereof which may be effected in accordance with any provisions contained in the Sublease, shall not be diminished or interfered with by Master Landlord, and Subtenant's occupancy of the Premises shall not be disturbed by Master Landlord for any reason whatsoever during the term of the Sublease and any such extensions or renewals thereof.

3. So long as Subtenant is not in material default beyond any notice and/or grace period given Subtenant to (i) cure any default or breach in the payment of rent, additional rent or other charges due under the Sublease, or (ii) to cure any default, breach or violation in the payment or performance of any of the terms, covenants, conditions or agreements contained in the Sublease on Subtenant's part to be paid or performed, Master Landlord will not join Subtenant as a party defendant in any action or proceeding for the purpose of terminating Subtenant's interest and estate in the Premises because of any default, breach or violation of or under the Master Lease by Sublandlord and/or because of any other default, breach or violation which causes, results or constitutes a default, breach or violation of the Master Lease.

4. Master Landlord agrees to give Subtenant written notice of any default, breach or violation under the Master Lease and to give Subtenant a reasonable opportunity to cure same, provided Subtenant shall have no obligation to cure any such default, breach or violation and Subtenant's right to be recognized by Master Landlord as herein provided shall not be conditioned upon the cure of any such default, breach or violation by Subtenant.

5. In the event the term of the Master Lease shall expire prior to the expiration of the term of the Sublease (either by its natural term or at the conclusion of any stated renewal options), whether or not due to Sublandlord's failure to exercise any option to extend the term of the Master Lease, the provisions hereof shall apply and shall be complied with by Master Landlord in favor of Subtenant.

6. In the event that the Master Lease shall terminate (or be rejected in bankruptcy), expire or be cancelled prior to the expiration of the term of the Sublease or if Master Landlord shall come into possession of all or any portion of the Master Premises prior to the expiration of the term of the Sublease, or in the event of the Sublandlord's rejection in bankruptcy of the Sublease, Master Landlord agrees to recognize the rights of Subtenant under the Sublease for the remainder of the term of the Sublease and any extensions or renewals thereof including without limitation the right of Subtenant to extend the term of the Sublease as provided therein without any further requirement for the execution and delivery of any instrument to evidence the relationship between Master Landlord and Subtenant, and Subtenants' use, possession and enjoyment of the Premises shall not be disturbed except for such cause as would entitle Sublandlord to terminate the Sublease in accordance with its terms and upon Subtenant's paying the rent and performing and observing the agreements and conditions on its part to be performed and observed under the Sublease, Subtenant shall and may peaceably and quietly have, hold and enjoy the Premises and all rights of Tenant under the Sublease during the term thereof without any manner of hindrance or molestation from anyone claiming by, through, or under Master Landlord and Subtenant will attorn to Master

Landlord as its landlord, pursuant to the terms and provisions of the Sublease, the relationship between Subtenant and Master Landlord to be governed solely by the terms and provisions of the Sublease.

7. Master Landlord hereby warrants and represents to Subtenant that Sublandlord is the holder of the tenant's interest under the Master Lease, is the tenant of the Master Premises pursuant to the Master Lease, that the Master Lease has not been altered or amended, is valid and is in full force and effect, that the term of the Master Lease has heretofore commenced, and that Sublandlord is not in default, breach or violation in the payment, performance or observance of any of the terms, provisions, agreements and obligations imposed on Sublandlord under the Master Lease. By execution of this Agreement, Master Landlord hereby accepts and consents to the subletting of the Master Premises to Subtenant pursuant to the Sublease and at Subtenant's sole expense to Subtenant's renovations and/or alterations of the Premises as permitted under the Master Lease to the extent permitted by applicable Village codes and ordinances.

8. Master Landlord agrees that if any mortgages should be prior in time at the execution of the Sublease, then, upon the execution and delivery of this Agreement, Master Landlord will deliver to Subtenant an agreement from any such mortgagee in recordable form and providing that the Sublease, and all rights of Subtenant hereunder, shall not be disturbed, except as provided herein.

9. Should the Master Lease terminate for any reason whatsoever and Master Landlord provides Subtenant with written notice thereof, Subtenant agrees to recognize Master Landlord as the landlord under the Sublease and render all payment and performance obligations on Subtenant's part thereunder directly to Master Landlord as if Master Landlord were named as landlord therein (or, as the case may be, Master Landlord became the assignee of Sublandlord as provided in the Sublease). No consent of any party (including, without limitation, that of the Sublandlord) shall be required to effectuate the provisions of this Section.

10. Until the Sublease shall have terminated or expired, neither Master Landlord nor Sublandlord shall amend or modify the Master Lease in a manner that adversely affects Tenant's rights under the Sublease. Any such amendment or modification of the Master Lease shall be void as to Tenant.

11. This Agreement may not be modified orally or in any other manner than by an agreement in writing signed by Master Landlord and Subtenant or their respective successors-in-interest. All references to Sublandlord herein contained shall refer to Sublandlord and all future holders of the Tenant's interest in the Master Lease.

12. Any notices required or permitted hereunder shall be in writing and shall be given via reputable overnight courier or by certified first class mail, postage prepaid, return receipt requested, and in either case addressed as follows:

If to Tenant:

Highland Park CVS, L.L.C.  
1 CVS Drive  
Woonsocket, RI 02895  
Attn: Property Administration Department, Store No. 10555

If to Master Landlord:

Village of Orland Park  
14700 S. Ravinia Ave.  
Orland Park, IL 60462  
Attn: Village Manager

with a copy to:

E. Kenneth Friker, Esq. and  
Thomas P. Bayer, Esq.  
Klein, Thorpe and Jenkins, LTD.  
15010 S. Ravinia Avenue - Suite 10  
Orland Park, IL 60462

If to Landlord:

University of Chicago Medical Center  
MC1000 S-115  
5841 S. Maryland Avenue  
Chicago, IL 60637-1470  
Attn: Sharon O'Keefe, President

with a copy to:

University of Chicago Medical Center  
MC 0953 Room 418  
850 East 58<sup>th</sup> Street  
Chicago, IL 60637  
Attn: Vice President, Facilities Planning, Design and Construction

University of Chicago Medical Center  
MC 1132  
5841 S. Maryland Avenue  
Chicago, IL 60637-1470  
Attn: Vice President and General Counsel

or to such other address as any party may designate by notice to the other parties.

13. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

14. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, administrators, executors, successors and assigns including all future owners of the Master Premises.

**IN WITNESS WHEREOF**, the parties hereto have hereunto caused this Agreement to be duly executed by the undersigned hereunto duly authorized as of the day and year first above written.

WITNESS:

**MASTER LANDLORD:**

Village of Orland Park

\_\_\_\_\_  
WITNESS

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

WITNESS:

**SUBTENANT:**

Highland Park CVS, L.L.C.

\_\_\_\_\_  
WITNESS

By: \_\_\_\_\_

CVS Legal Approval: \_\_\_\_\_

