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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 03/10/2016 10:34 AM Pg: 1 of 14

Clark Hill PLC
150 N. Michigan Avenue
Suite 2700
Chicago, Illinois 60601
Attn: Chad M. Poznansky

8935942 Honor \$1 4876

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT is made and entered into as of the ~~15~~ ^{1st} day of ~~February~~ ^{March}, 2016, by and between ACG CAR CARE, LLC, a Florida limited liability company, ("Tenant"), EMERSON SKOKIE PARTNERS, LLC, a Delaware limited liability company ("Landlord"), and WINTRUST BANK, an Illinois banking association, its successors and assigns ("Mortgagee").

RECITALS:

A. Mortgagee is the holder of a certain Construction Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated ~~February~~ ^{March} 1, 2016, to be recorded concurrently herewith (as amended from time to time "Mortgage") encumbering the Real Estate (hereinafter defined) and securing a principal indebtedness in an amount equal to FOUR MILLION THREE HUNDRED TWENTY ONE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$4,321,500.00).

B. Tenant has entered into a lease agreement (such lease agreement hereinafter being referred to as "Lease Agreement," and the Lease Agreement, together with all amendments and modifications thereof, hereinafter being referred to as "Lease") dated August 6, 2015 with Landlord pursuant to which Tenant has leased a certain tract of land Village of Skokie, County of Cook, State of Illinois consisting of approximately 0.75 acre (the "Land") more particularly described on Exhibit A, attached hereto and made a part hereof ("Leased Premises") on which Tenant shall complete the construction of Retail pads for ground lessees ("Building") on the parcel of Land (the Land and Building herein being collectively referred to as "Real Estate").

Box 400

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NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant and agree as follows:

1. Tenant represents and warrants to Mortgagee that the Lease constitutes the entire agreement between Tenant and Landlord with respect to the Leased Premises and there are no other agreements, written or verbal, governing the tenancy of Tenant with respect to the Leased Premises.
2. Tenant has executed and delivered to Mortgagee a certain Tenant Estoppel Certificate (the "Estoppel Certificate") dated on or about the date hereof. The provisions of the Estoppel Certificate are hereby incorporated into this Agreement as if fully set forth in this Agreement in their entirety, and Tenant acknowledges that Mortgagee will be relying on the statements made in the Estoppel Certificate in determining whether to disburse the proceeds of the loan secured by the Mortgage and whether to enter into this Agreement.
3. Prior to pursuing any remedy available to Tenant under the Lease, at law or in equity as a result of any failure of Landlord to perform or observe any covenant, condition, provision or obligation to be performed or observed by Landlord under the Lease (any such failure hereinafter referred to as a "Landlord's Default"), Tenant shall: (a) provide Mortgagee with a notice of Landlord's Default specifying the nature thereof, the Section of the Lease under which same arose and the remedy which Tenant will elect under the terms of the Lease or otherwise, and (b) allow Mortgagee not less than thirty (30) days following receipt of such notice of Landlord's Default to cure the same; provided, however, that, if such Landlord's Default is not readily curable within such thirty (30) day period, Tenant shall give Mortgagee such additional time as Mortgagee may reasonably need to obtain possession and control of the Real Estate and to cure such Landlord's Default so long as Mortgagee is diligently pursuing a cure. Tenant shall not pursue any remedy available to it as a result of any Landlord's Default unless Mortgagee fails to cure same within the time period specified above. For purposes of this Paragraph 3, a Landlord's Default shall not be deemed to have occurred until all grace and/or cure periods applicable thereto under the Lease have lapsed without Landlord having effectuated a cure thereof.
4. Tenant covenants with Mortgagee that the Lease shall be subject and subordinate to the lien and all other provisions of the Mortgage and to all modifications and extensions thereof, to the full extent of all principal, interest and all other amounts now or hereafter secured thereby and with the same force and effect as if the Mortgage had been executed and delivered prior to the execution and delivery of the Lease. Without limiting the generality of the foregoing subordination provision, Tenant hereby agrees that any of its right, title and interest in and to insurance proceeds and condemnation awards (or other similar awards arising from eminent domain proceedings) with respect to damage to or the condemnation (or similar taking) of any of the Real Estate, shall be subject and subordinate to Mortgagee's right, title and interest in and to such proceeds and awards.
5. Tenant acknowledges that Landlord has collaterally assigned to Mortgagee all leases affecting the Real Estate, including the Lease, and the rents and other amounts, including,

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without limitation, lease termination fees, if any, due and payable under such leases. In connection therewith, Tenant agrees that, upon receipt of a notice of a default by Landlord under such assignment and a demand by Mortgagee for direct payment to Mortgagee of the rents due under the Lease, Tenant will honor such demand and make all subsequent rent payments directly to Mortgagee. Tenant further agrees that any Lease termination fees payable under the Lease shall be paid jointly to Landlord and Mortgagee.

6. Mortgagee agrees that so long as Tenant is not in default under the Lease:

(a) Tenant shall not be named or joined as a party in any suit, action or proceeding for the foreclosure of the Mortgage or the enforcement of any rights under the Mortgage (unless Tenant is a necessary party under applicable law); and

(b) The possession by Tenant of the Leased Premises and Tenant's rights thereto shall not be disturbed, affected or impaired by, nor will the Lease or the term thereof be terminated or otherwise materially adversely affected by (i) any suit, action or proceeding for the foreclosure of the Mortgage or the enforcement of any rights under the Mortgage, or by any judicial sale or execution or other sale of the Leased Premises, or any deed given in lieu of foreclosure, or (ii) any default under the Mortgage;

7. If Mortgagee or any future holder of the Mortgage shall become the owner of the Real Estate by reason of foreclosure of the Mortgage or otherwise, or if the Real Estate shall be sold as a result of any action or proceeding to foreclose the Mortgage or transfer of ownership by deed given in lieu of foreclosure, the Lease shall continue in full force and effect, without necessity for executing any new lease, as a direct lease between Tenant and the new owner of the Real Estate as "landlord" upon all the same terms, covenants and provisions contained in the Lease (subject to the exclusions set forth in subparagraph (b) below), and in such event:

(a) Tenant shall be bound to such new owner under all of the terms, covenants and provisions of the Lease for the remainder of the term thereof (including the extension periods, if Tenant elects or has elected to exercise its options to extend the term), and Tenant hereby agrees to attorn to such new owner and to recognize such new owner as "landlord" under the Lease without any additional documentation to effect such attornment (provided, however, if applicable law shall require additional documentation at the time Mortgagee exercises its remedies then Tenant shall execute such additional documents evidencing such attornment as may be required by applicable law);

(b) Such new owner shall be bound to Tenant under all of the terms, covenants and provisions of the Lease for the remainder of the term thereof (including the extension periods, if Tenant elects or has elected to exercise its options to extend the term); provided, however, that such new owner shall not be:

(i) liable for any act or omission of any prior landlord (including Landlord);

(ii) subject to any offsets or defenses which Tenant has against any prior landlord (including Landlord) unless Tenant shall have provided Mortgagee with (A) notice of the Landlord's Default that gave rise to such offset or defense

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and (B) the opportunity to cure the same, all in accordance with the terms of Section 4 above;

(iii) bound by any base rent, percentage rent, additional rent or any other amounts payable under the Lease which Tenant might have paid in advance for more than the current month to any prior landlord (including Landlord);

(iv) liable to refund or otherwise account to Tenant for any security deposit not actually paid over to such new owner by Landlord;

(v) bound by any material amendment or modification of the Lease made without Mortgagee's consent;

(vi) bound by, or liable for any breach of, any representation or warranty or indemnity agreement contained in the Lease or otherwise made by any prior landlord (including Landlord); or

(vii) personally liable or obligated to perform any such term, covenant or provision, such new owner's liability being limited in all cases to its interest in the Real Estate.

8. Any notices, communications and waivers under this Agreement shall be in writing and shall be (i) delivered in person, (ii) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or (iii) by overnight express carrier, addressed in each case as follows:

To Mortgagee: Wintrust Bank
231 S. LaSalle Street
Suite 200
Chicago, IL 60604
Attn: Kevin Lichterman

With a copy to: Clark Hill PLC
150 N. Michigan Avenue
Suite 2700
Chicago, IL 60601
Attn: Chad M. Poznansky, Esq.

To Tenant:

THE AUTO CLUB GROUP
1 AUTO CLUB DRIVE
DEARBORN MI 48126
Attn: RES

or to any other address as to any of the parties hereto, as such party shall designate in a written notice to the other party hereto. All notices sent pursuant to the terms of this Paragraph shall be deemed received (i) if personally delivered, then on the date of delivery, (ii) if sent by overnight, express carrier, then on the next federal banking day immediately following the day sent, or

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(iii) if sent by registered or certified mail, then on the earlier of the third federal banking day following the day sent or when actually received.

9. Tenant acknowledges and agrees that Mortgagee will be relying on the representations, warranties, covenants and agreements of Tenant contained herein and that any default by Tenant hereunder shall permit Mortgagee, at its option, to exercise any and all of its rights and remedies at law and in equity against Tenant and to join Tenant in a foreclosure action thereby terminating Tenant's right, title and interest in and to the Leased Premises.

10. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns and any nominees of Mortgagee, all of whom are entitled to rely upon the provisions hereof. This Agreement shall be governed by the laws of the State of Illinois.

11. This Agreement may be executed in multiple counterparts and all of such counterparts together shall constitute one and the same Agreement.

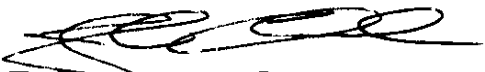
[Signature Page Follows]

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IN WITNESS WHEREOF, the parties hereto have executed this Subordination, Non-Disturbance and Attornment Agreement as of the day and year first above written.

Tenant:

ACG CAR CARE, LLC, a
Florida limited liability company

By: 
Name: JOHN CHAMBERLAIN
Its: REGIONAL COUNSEL

Landlord:

EMERSON SKOKIE PARTNERS, LLC,
a Delaware limited liability company

By: _____
Name: _____
Its: _____

Mortgagee:

WINTRUST BANK,
an Illinois banking association

By: _____
Name: _____
Its: _____

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IN WITNESS WHEREOF, the parties hereto have executed this Subordination, Non-Disturbance and Attornment Agreement as of the day and year first above written.

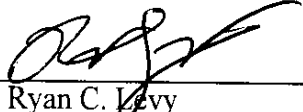
Tenant:

ACG CAR CARE, LLC, a
Florida limited liability company

By: _____
Name: _____
Its: _____

Landlord:

EMERSON SKOKIE PARTNERS, LLC,
a Delaware limited liability company

By:  _____
Name: Ryan C. Levy
Its: Authorized Signatory

Mortgagee:

WINTRUST BANK,
an Illinois banking association

By: _____
Name: _____
Its: _____


Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the parties hereto have executed this Subordination, Non-Disturbance and Attornment Agreement as of the day and year first above written.

Tenant:

**ACG CAR CARE, LLC, a
Florida limited liability company**

By: 
Name: JOHN CHAMBERLAIN
Its: REGIONAL COUNSEL


Landlord:

**EMERSON SKOKIE PARTNERS, LLC,
a Delaware limited liability company**

By: _____
Name: _____
Its: _____

Mortgagee:

**WINTRUST BANK,
an Illinois banking association**

By: 
Name: Kevin Lichstein
Its: Vice President

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STATE OF Florida)
) SS.
COUNTY OF Hillsborough)

I, Debra Jean Perkins, a Notary Public in and for said County, in the State aforesaid, do hereby certify that John Chamberlain, Regional Counsel of ACG Car Care, LLC, a(n) Florida Corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that he/she signed and delivered such instrument as his/her own free and voluntary act and as the free and voluntary act of said partnership/corporation, for the uses and purposes set forth therein.

Given under my hand and notarial seal on February 17, 2016.

Debra Jean Perkins
Notary Public



STATE OF _____)
) SS.
COUNTY OF _____)

I, _____, a Notary Public in and for said County in the State aforesaid, do hereby certify that _____ of **EMERSON SKOKIE PARTNERS, LLC**, a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that he/she signed and delivered such instrument as his/her own free and voluntary act and as the free and voluntary act of said partnership/corporation, for the uses and purposes set forth therein.

Given under my hand and notarial seal on February _____, 2016.

Notary Public

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STATE OF _____)
) SS.
COUNTY OF _____)

I, _____, a Notary Public in and for said County in the State aforesaid, do hereby certify that _____, _____ of _____, a(n) _____, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that he/she signed and delivered such instrument as his/her own free and voluntary act and as the free and voluntary act of said partnership/corporation, for the uses and purposes set forth therein.

Given under my hand and notarial seal on February _____, 2016.

Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, CAROL NAUGHTON, a Notary Public in and for said County in the State aforesaid, do hereby certify that Ryan C. Levy, Authorized Signatory of **EMERSON SKOKIE PARTNERS, LLC**, a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Authorized Signatory, appeared before me this day in person and acknowledged that he/she signed and delivered such instrument as his/her own free and voluntary act and as the free and voluntary act of said partnership/corporation, for the uses and purposes set forth therein.

Given under my hand and notarial seal on ~~February~~ ^{MARCH} 1, 2016.

Carol Naughton
Notary Public



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EXHIBIT A

Legal Description of Real Estate

THAT PART OF THE NORTH HALF OF LOT 2 LYING WEST OF THE WEST LINE OF GROSS POINT ROAD, EXCEPT THE WEST 50 FEET THEREOF AND THAT PART OF LOT 1 LYING WEST OF THE WEST LINE OF GROSS POINT ROAD, EXCEPT THE WEST 50 FEET THEREOF AND EXCEPT THAT PART OF SAID LOT 1 LYING NORTHERLY OF LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF LOT 1, SAID POINT BEING 27.0 FEET SOUTH OF THE NORTH LINE OF LOT 1 (BEING ALSO THE SOUTH LINE OF EMERSON STREET); THENCE NORTHEAST A DISTANCE OF 14.24 FEET TO A POINT ON A LINE 17.0 FEET SOUTH OF THE NORTH LINE OF SAID LOT 1, SAID POINT BEING 60.0 FEET EAST OF THE WEST LINE OF SAID LOT; THENCE EASTERLY 185.0 FEET TO A POINT 7.50 FEET SOUTH OF THE NORTH LINE OF LOT 1. THENCE EAST ALONG A LINE 7.50 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID LOT 1, 244.12 FEET, MORE OR LESS, TO A POINT OF CURVE, SAID POINT BEING 102.96 FEET WEST OF THE WESTERLY LINE OF GROSS POINT (AS MEASURED ON A LINE 7.50 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF LOT 1); THENCE EASTERLY ALONG SAID CURVE, CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 84.0 FEET, A DISTANCE OF 63.33 FEET TO A POINT OF TANGENCY; THENCE SOUTHEAST ALONG THE TANGENT TO THE LAST DESCRIBED POINT, 17.55 FEET TO A POINT ON THE WESTERLY LINE OF GROSS POINT ROAD, SAID POINT BEING 58.0 FEET SOUTHWEST OF THE NORTHEAST CORNER OF SAID PROPERTY (AS MEASURED ON THE WESTERLY LINE OF SAID ROAD); ALL IN PARTITION BETWEEN THE HEIRS OF MICHAEL DIEDERICH OF THE SOUTH WEST QUARTER OF THE NORTH WEST QUARTER OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; ALSO EXCEPTING THEREFROM THAT PORTION DEDICATED TO THE VILLAGE OF SKOKIE BY PLAT OF DEDICATION RECORDED WITH THE RECORDER OF DEEDS FOR COOK COUNTY, ILLINOIS ON MARCH 23, 2006 AS DOCUMENT NUMBER 0608239035.

(EXCEPT THE FOLLOWING TRACTS DEDICATED FOR EMERSON STREET AND GROSS POINT ROAD, BY PLAT OF DEDICATION RECORDED JANUARY 31, 2013 AS DOCUMENT 1303116003)

TRACT A:

THAT PART OF LOTS 1 AND 2, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 1/2 OF SAID LOT 2 WITH THE

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EAST RIGHT OF WAY LINE OF SKOKIE BOULEVARD PER DOCUMENT NO. 187576627; THENCE NORTH 00 DEGREES 15 MINUTES 18 SECONDS EAST ALONG SAID ROW LINE, 242.27 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF EMERSON STREET PER DOCUMENT 0608239034; THENCE NORTH 54 DEGREES 55 MINUTES 44 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 1.84 FEET SOUTH 00 DEGREES 15 MINUTES 18 SECONDS WEST ALONG A LINE 1.50 FEET EAST OF AND PARALLEL WITH SAID EAST RIGHT OF WAY LINE OF SKOKIE BOULEVARD, 243.31 FEET TO SAID SOUTH LINE OF THE NORTH 1/2 OF LOT 2, THENCE SOUTH 89 DEGREES 40 MINUTES 14 SECONDS WEST ALONG SAID SOUTH LINE, 1.50 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS

TRACT B:

THAT PART OF LOT 1, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LAND PREVIOUSLY DEDICATED FOR EMERSON STREET PER DOCUMENT NUMBER 0608239035, THENCE NORTH 86 DEGREES 37 MINUTES 33 SECONDS EAST ALONG THE SOUTH RIGHT OF WAY LINE OF SAID EMERSON STREET PER DOCUMENT NUMBER 18757627, A DISTANCE OF 157.00 FEET, THENCE NORTH 89 DEGREES 34 MINUTES 09 SECONDS EAST ALONG SAID SOUTH RIGHT OF WAY LINE, 114.92 FEET, THENCE SOUTH 00 DEGREES 28 MINUTES 22 SECONDS EAST, 3.78 FEET, THENCE SOUTH 89 DEGREES 34 MINUTES 09 SECONDS WEST, 116.32 FEET; THENCE SOUTH 86 DEGREES 15 MINUTES 02 SECONDS WEST, 163.14 FEET TO THE SOUTHEASTERLY LINE OF SAID PREVIOUSLY DEDICATED EMERSON STREET; THENCE NORTH 54 DEGREES 55 MINUTES 44 SECONDS EAST ALONG SAID SOUTHEASTERLY LINE, 9.09 FEET TO THE PLACE OF BEGINNING

TRACT C:

THAT PART OF LOT 1 DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF EMERSON STREET WITH THE NORTH RIGHT OF WAY LINE OF GROSS POINT ROAD, THENCE SOUTH 42 DEGREES 44 MINUTES 02 SECONDS WEST ALONG SAID NORTH RIGHT OF WAY LINE OF GROSS POINT ROAD, 15.00 FEET, THENCE NORTH 02 DEGREES 13 MINUTES 04 SECONDS WEST, 21.23 FEET TO SAID SOUTH RIGHT OF WAY LINE OF EMERSON STREET; THENCE SOUTH 47 DEGREES 10 MINUTES 11 SECONDS EAST ALONG SAID SOUTH RIGHT OF WAY LINE OF EMERSON STREET, 15.00 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS

REAL ESTATE COMMONLY KNOWN AS: "Emerson Crossing," the 2.53 acre site located at the intersection of Skokie Boulevard, Emerson Street and Gross Point Road, Skokie, Illinois

60076

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PERMANENT IDENTIFICATION NUMBERS: 10-15-115-017-0000 AND 10-15-115-020-0000

**COOK COUNTY
RECORDER OF DEEDS
SCANNED BY**

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