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This Document Prepared By and
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Barnes & Thornburg LLP
4400 UBS Tower
One North Wacker Drive
Chicago, Illinois 60606

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 01/26/2017 02:40 PM PG: 1 OF 8

Property of Cook County Clerk's Office

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

FIDELITY NATIONAL TITLE

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(4 of 6)

CORD REVIEW

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Tenant Lease

SUBORDINATION, NON-DISTURBANCE & ATTORNMENT AGREEMENT

THIS SUBORDINATION, ^{AS OF} (NON-DISTURBANCE & ATTORNMENT AGREEMENT (this "Agreement"), made this 6th day of December, 2016, between Southern Farm Bureau Life Insurance Company, a Mississippi corporation, whose address is 1401 Livingston Lane, Jackson, Mississippi 39213, hereinafter referred to as the "Mortgagee", and New Moosejaw, LLC, whose address is 32200 North Avis Drive, Madison Heights, Michigan 48071, hereinafter referred to as the "Lessee" and Garrett Realty & Development, Inc., as Agent for 1901 Clybourn, LLC, an Illinois limited liability company, hereinafter referred to as "Lessor";

WITNESSETH:

WHEREAS, Lessee has entered into a certain Commercial Space Lease (the "Lease") with Lessor, bearing date of the 10th day of September, 2015, but effective as of September 1, 2015, covering premises, hereinafter referred to as the "Leased Premises," located in Chicago, Cook County, Illinois, and more fully described in the Lease; and,

WHEREAS, the Leased Premises is situated in a building located at 1901 North Clybourn Avenue in Chicago, Cook County, Illinois, as more particularly described on Exhibit A attached to and made a part of this Agreement (the "Property"); and,

WHEREAS, Mortgagee is currently contemplating making a loan to the Lessor, represented by a Note and secured by a Deed of Trust or Mortgage (the "Mortgage") covering the Leased Premises; and,

WHEREAS, Lessee has agreed that the Lease shall be subject and subordinate to the Mortgage provided Lessee is assured of continued occupancy of the Leased Premises pursuant to the terms of the Lease.

NOW, THEREFORE, in consideration of the premises and of the sum of ONE DOLLAR (\$1.00), by each party in hand paid to the other, the receipt whereof is hereby acknowledged, it is hereby agreed as follows:

(1) Subject to the terms of this Agreement, including, but not limited to, Section 2 of this Agreement, the Lease shall be subject and subordinate to the Mortgage and to all renewals, modifications, consolidations, replacement and extensions thereof.

(2) In the event it should become necessary to foreclose the Mortgage,

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Mortgagee, for itself and its successors and assigns and any successor landlord, agrees that Lessee's use, enjoyment, occupancy and possession of the Leased Premises in accordance with the terms and provisions of the Lease and all of Lessee's rights thereto shall not be disturbed or interfered with by, nor will the Lease or the term thereof be terminated or adversely affected by (a) Mortgagee or any of its successors or assigns or any successor landlord, (b) the exercise of any of Mortgagee's foreclosure rights under the Mortgage or in connection with the conveyance of the Property by deed in lieu of foreclosure or the enforcement of any rights under the Mortgage, or (c) any default under the Mortgage so long as Lessee continues to pay rent and otherwise performs the obligations on its part to be performed under the Lease. Lender will not join Lessee as a party defendant for the purpose of terminating Lessee's interest and estate under the Lease in any proceeding for foreclosure of the Mortgage or the enforcement of any rights under the Mortgage so long as Lessee is not in default of any of its obligations under the Lease beyond any applicable grace and/or notice and cure period or otherwise in instances where Lessee is a necessary party.

(3) Lessee further agrees that, in the event Lessee acquires title to the Leased Premises pursuant to any provisions of the Lease or otherwise, there will be no merger of the estates of the landlord and tenant and the Lease and the Lessee's obligations thereunder shall continue in full force and effect.

(4) So long as Lessee has quiet enjoyment of the Leased Premises, and subject to the terms of Section 2 hereof, Lessee agrees to attorn to (a) Mortgagee when in possession of the Leased Premises, whether by foreclosure of the Mortgage or pursuant to the assignment of leases given by Lessor to Mortgagee, or (b) a receiver when appointed in an action or proceeding to foreclose the Mortgage, or (c) any party acquiring title to the Leased Premises.

(5) Notwithstanding anything in the Lease to the contrary, Lessee hereby agrees that so long as the Mortgagee holds a mortgage on the Leased Premises, Lessee will endeavor to mail to the Mortgagee at its principal place of business hereinabove set forth, or at such other place as may be hereafter from time to time designated by Mortgagee in writing, a copy of all material default notices which Lessee may from time to time serve upon Lessor under and pursuant to the terms and provisions of the Lease, provided that no notices to Lessor, whether material or not, shall be effective against Mortgagee for any purpose unless a copy of such notice is also sent to Mortgagee, whether by Lessor, Lessee or

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any other person.

(6) This Agreement shall be binding on and inure to the benefit of the successors and assigns of the parties hereto.

(7) This Agreement shall be governed by the laws of the State of Illinois.

(8) This Agreement may be executed in a number of identical counterparts. If so executed, all counterparts shall, collectively, constitute one agreement, but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart provided that photocopy or facsimile copies of all signatures are produced.

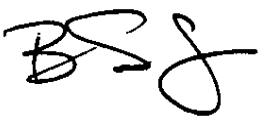
(9) The provisions of this Agreement shall not be modified, amended, waived, discharged or terminated, except by a written document signed by all of the parties hereto.

(10) The waiver by any party of the performance of any covenant, condition or promise shall not invalidate this Agreement and shall not be considered a waiver of any other covenant, condition or promise. No such waiver shall constitute a waiver of the time for performing any other act or identical act required to be performed at a later time. The exercise of any remedy provided in this Agreement shall not constitute a waiver of any remedy provided by law or in equity, and the provision in this Agreement of any remedy shall not exclude any other remedy unless such remedy is expressly excluded hereby.

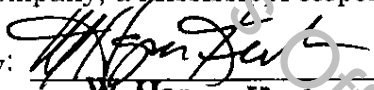
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

IN THE PRESENCE OF:

ATTEST: 

ATTEST: 

Southern Farm Bureau Life Insurance Company, a Mississippi corporation

By: 

Its: **W. Harper Keeler**
Vice President
Realty Investments

New Moosejaw, LLC, a Delaware limited liability company


By: 

Its: **CFO**

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Garrett Realty & Development, Inc.,
as Agent for 1901 Clybourn, LLC, an
Illinois limited liability company

ATTEST:

By: 
Its: President

Property of Cook County Clerk's Office

**COOK COUNTY
RECORDER OF DEEDS**

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STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the said county and state, on the 6TH day of JANUARY, 2017, within my jurisdiction, the within named W. HARPER KEELER, who acknowledged that he is Vice President of Southern Farm Bureau Life Insurance Company, a Mississippi corporation, and that for and on behalf of said corporation, and as its act and deed, executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

My Commission Expires:

Kathie Hyatt
NOTARY PUBLIC



STATE OF MICHIGAN)

COUNTY OF St. Clair)

This instrument was acknowledged before me on 12-6, 2016, by Kan Carson, the CEO of New Moosejaw, LLC, a Delaware limited liability company, on behalf of such limited liability company.

Mary Lou Tebbe

Print Name of Notary Public: MARY LOU TEBBE
Notary Public, State of Mich, County of Wayne.
My commission expires: 8-27-18
Acting in the County of St. Clair

MARY LOU TEBBE
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Aug 27 2018
ACTING IN COUNTY OF

STATE OF ILLINOIS)

COUNTY OF _____)

This instrument was acknowledged before me on _____, 20____, by _____, the _____ of Garrett Realty & Development, Inc., as Agent for 1901 Clybourn, LLC, an Illinois limited liability company, on behalf of such limited liability company.

Print Name of Notary Public: _____
My commission expires: _____

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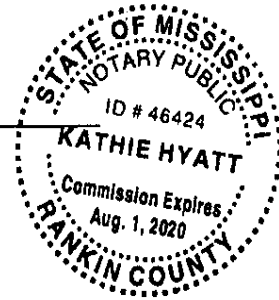
STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the said county and state, on the 14TH day of JANUARY, 2017, within my jurisdiction, the within named W. HARPER KEELER, who acknowledged that he is Vice President of Southern Farm Bureau Life Insurance Company, a Mississippi corporation, and that for and on behalf of said corporation, and as its act and deed, executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

My Commission Expires:

Kathie Hyatt
NOTARY PUBLIC



STATE OF MICHIGAN)
) §
COUNTY OF Oakland)

This instrument was acknowledged before me on 12-6, 2016 by Kan Carson, the CEO of New Moosejaw, LLC, a Delaware limited liability company, on behalf of such limited liability company.

Mary Lou Tebbe

Print Name of Notary Public: MARY LOU TEBBE
Notary Public, State of Mich, County of Wayne.
My commission expires: 8-27-18
Acting in the County of Oakland.

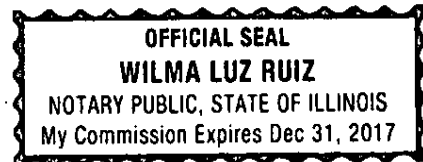
MARY LOU TEBBE
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES AUG 27 2018
ACTING IN COUNTY OF

STATE OF ILLINOIS)
) §
COUNTY OF COOK)

This instrument was acknowledged before me on January 18, 2017, by JOHN FIGLIOLI, the PRESIDENT of Garrett Realty & Development, Inc., as Agent for 1901 Clybourn, LLC, an Illinois limited liability company, on behalf of such limited liability company.

Wilma Luz Ruiz

Print Name of Notary Public: WILMA LUZ RUIZ
My commission expires: 12/31/17



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EXHIBIT A

Legal Description of the Property

~~[REDACTED]~~

PARCEL 1:

LOTS 100 TO 102 AND 104 TO 114 IN THE SUBDIVISION OF LOT 3 AND THE NORTH PART OF LOT 2 IN BLOCK 9 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 42, 43 AND 44 IN HAYGOOD AND BARRY'S SUBDIVISION OF LOT 1 AND THE SOUTH PART OF LOT 2 IN BLOCK 9 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common address: 1901 – 1925 North Clybourn Avenue, Chicago, Illinois 60614

PIN:

- 14-32-401-012-0000
- 14-32-401-013-0000
- 14-32-401-014-0000
- 14-32-401-015-0000
- 14-32-401-016-0000
- 14-32-401-017-0000
- 14-32-401-040-0000
- 14-32-401-041-0000
- 14-32-401-042-0000