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PREPARED BY AND AFTER
RECORDING RETURN TO:

Troutman Sanders, LLP 600
Peachtree Street, NE Suite
3000
Atlanta, Georgia 30308 Attn:
Gary D. Knopf, Esq.



Doc# 1909245034 Fee \$50.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 04/02/2019 01:50 PM PG: 1 OF 7

SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into this 21st day August, 2018, by and among ASSOCIATED BANK, NATIONAL ASSOCIATION, a national banking association, a "Lender," CHICK-FIL-A, INC., a Georgia corporation (the "Tenant"), and GMX MIDLAND HOMEWOOD II, LLC, an Ohio limited liability company "Landlord".

RECITALS:

A. Landlord has executed and delivered to Lender the following security instruments (collectively, the "Security Documents"): as document no. 1823519299

(i) Amended and Restated Construction Mortgage, Security Agreement, Fixture Filing and Assignment of Leases and Rents from Landlord to Lender dated August 21, 2018, recorded in Deed Book _____, Page _____, in the records (the "Records") of Cook County, Illinois, and conveying or encumbering the property described therein (the "Property");

(ii) Assignment of Leases and Rents from Landlord to Lender dated August 21, 2018, recorded in Deed Book _____, Page _____, in the records of Cook County, Illinois; and as document no. 1823519300

(iii) Financing Statement naming Landlord as debtor and Lender as secured party, filed _____, as file no. _____, in the foregoing Records.

B. The Security Documents affect certain property including the land described on Exhibit A, which is owned by Landlord and leased to Tenant pursuant to the Ground Lease dated as of the 29th day of June, 2018 (the "Ground Lease").

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C. The Demised Premises (as such term is defined in the Ground Lease) are a part of the Property conveyed or mortgaged to Lender pursuant to the Security Documents; and the parties desire to enter into this agreement with respect to the Security Documents and the Ground Lease.

In consideration of the premises and the mutual covenants set forth in this Agreement, Lender, Tenant and Landlord covenant and agree, intending to be legally bound, as follows:

1. **Subordination**. The Ground Lease is now and will remain subject and subordinate to the lien of the Security Documents and to the lien of any renewals, modifications, and replacements of the Security Documents, subject to the terms of this Agreement.

2. **Non-Disturbance**. Lender covenants and agrees that, as long as no default exists, and no event has occurred and has continued to exist for such period of time (after notice and expiration of all cure periods, if any, required by the Ground Lease) as would entitle the Landlord or any other party, including Lender, succeeding to Landlord's interest under the Ground Lease (each, a "**Successor Landlord**") to terminate the Ground Lease, (i) Lender will not terminate the Ground Lease, (ii) Lender will not interfere with Tenant's use, possession or enjoyment of the Demised Premises, and (iii) if Lender or any other person or entity becomes the owner of the Demised Premises by foreclosure, conveyance in lieu of foreclosure or otherwise, the Demised Premises will be subject to the Ground Lease, and Successor Landlord will recognize Tenant as the tenant of the Demised Premises for the remainder of the term, including all renewal terms, in accordance with the provisions of the Lease. Lender agrees that it will not join Tenant as a party defendant in any action or proceeding for the purpose of terminating the Ground Lease because of any default of Landlord under the Security Documents.

3. **Attornment**. If the interests of the Landlord are transferred by any foreclosure or other proceeding for enforcement of the Security Documents, Tenant will be bound to the Successor Landlord with the same force and effect as if the Successor Landlord were the original Landlord under the Ground Lease. Tenant will attorn to any such Successor Landlord as its Landlord under the Ground Lease. The attornment will be effective and self-operative without the execution of any further instruments upon the succession by any such Successor Landlord to the interest of the Landlord under the Ground Lease.

4. **Successor Landlord**. Tenant agrees that, in the event a Successor Landlord (including Lender) succeeds to the interest of Landlord under the Lease:

(a) Successor Landlord shall not be liable in damages for any act or omission of any prior landlord (including Landlord), provided nothing herein shall derogate from the obligation of Successor Landlord to perform all of the obligations of Landlord pursuant to the Ground Lease once Successor Landlord succeeds to the interest of Landlord under the Ground Lease; and provided further, Successor Landlord will be liable for any default by any prior landlord that is of a continuing nature after Successor Landlord succeeds to Landlord's interest under the Ground Lease and of which Successor Landlord had written notice prior to succeeding to Landlord's interest under the Ground Lease.

(b) Successor Landlord shall not be liable for the return of any security deposit unless such security deposit is actually received by Successor Landlord;

(c) Successor Landlord shall not be bound by any rent or additional rental which Tenant might have prepaid for more than one (1) month in advance under the Lease (unless so required under the Lease or unless received by Lender);

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(d) Successor Landlord shall not be bound by any amendments or modifications of the Lease that decrease Tenant's monetary obligations under the Ground Lease, decrease the term, modify the Demised Premises or terminate the Lease prior to its expiration (except as a result of either the exercise of Tenant's right to terminate as set forth in the Lease or as provided by law, or as a result of a default of Landlord) made without the consent of Lender, which consent shall not be unreasonably withheld, delayed or conditioned; and

(e) Successor Landlord shall not be subject to any offsets or defenses which Tenant might have against any prior landlord (including Landlord); except that Successor Landlord will be subject to offsets or defenses expressly provided for in the Ground Lease.

5. **Notice of Default by Landlord.** Tenant covenants and agrees to give Lender written notice simultaneously with the giving of any notice of default to the Landlord under the provisions of the Lease. Tenant agrees that Lender will have the right, but not the obligation, within thirty (30) days after receipt by Lender of such notice to correct or remedy, or cause to be corrected or remedied, each such default before Tenant may take any action under the Ground Lease by reason of such default. The notices to Lender will be delivered to:

Associated Bank, National Association
312 Walnut Street, Suite 3450
Cincinnati, Ohio 45202
Attn: Commercial Real Estate

or to such other address as the Lender designates to Tenant by giving written notice to Tenant at Chick-fil-A, Inc., 5200 Buffington Road, Atlanta, Georgia 30349, or to such other address as may be designated by written notice from Tenant to Lender. Notices will be given and will be effective in accordance with Section 25 of the Ground Lease.

6. **As to Landlord and Tenant.** As between Landlord and Tenant, Landlord and Tenant covenant and agree that nothing contained in this Agreement nor anything done pursuant to the provisions of this Agreement will be deemed or construed to modify the Ground Lease.

7. **As to Landlord and Lender.** As between Landlord and Lender, Landlord and Lender covenant and agree that nothing contained in this Agreement nor anything done pursuant to the provisions of this Agreement will be deemed or construed to modify the Security Documents.

8. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the state in which the Property is located.

9. **Provisions Binding.** The terms and provisions of this Agreement will be binding on and will inure to the benefit of the heirs, executors, administrators, successors and permitted assigns, respectively, of Lender, Tenant and Landlord.

[SIGNATURES BEGIN ON NEXT PAGE]

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"TENANT"

CHICK-FIL-A, INC., a Georgia corporation

By: *Dan Ludlam*
 Name: Dan Ludlam
 Title: Director

(CORPORATE SEAL)

STATE OF Georgia)
) SS.
 COUNTY OF Fulton)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Dan Ludlam Director of Chick-Fil-A, Inc., a Georgia corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 1st day of August, 2018.

Renee Hastings
 Notary Public

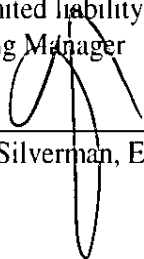
[SIGNATURES CONTINUED ON NEXT PAGE]

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"LANDLORD"

GMX MIDLAND HOMEWOOD II, LLC,
an Ohio limited liability company

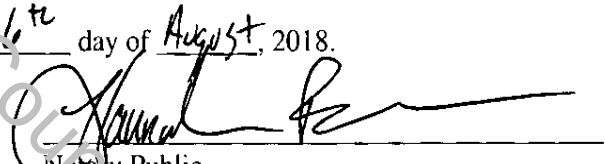
By: MAP Homewood II, LLC,
an Ohio limited liability company,
its Operating Manager

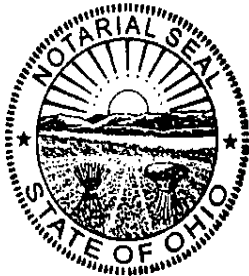
By: 
John I. Silverman, Executive Manager

STATE OF OHIO)
) SS.
COUNTY OF HAMILTON)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that John I. Silverman, the Executive Manager of MAP Homewood II, LLC, the Operating Manager of GMX Midland Homewood II, LLC, an Ohio limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16th day of August, 2018.


Notary Public



HANNAH POWERS
Notary Public, State of Ohio
My Commission Expires 08-15-2021

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LEGAL DESCRIPTION OF LAND

LOT 1 IN THE FINAL PLAT OF GMX-MIDLAND SUBDIVISION, BEING A SUBDIVISION IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 26 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 25, 2018 AS DOCUMENT NUMBER 1826816006, IN COOK COUNTY, ILLINOIS.

CONTAINING 43,560 SQUARE FEET (1.000 ACRES, MORE OR LESS)

PROPERTY ADDRESS: PART OF 17440 Halsted,
17450 Halsted and 920 W. 175th Avenue,
Homewood, IL 60430

PROPERTY INDEX NUMBERS: 29-29-409-027-0000
29-29-409-018-0000

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