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EDWARD M. MOODY
COOK COUNTY RECORDER OF DEEDS
DATE: 07/30/2019 04:19 PM PG: 1 OF 12

Property of Cook County Clerk's Office

SUBORDINATION, NON-DISTURBANCE,
AND ATTORNMENT AGREEMENT

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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT made as of this 21 day of July, 2019, by and among PSL AUSTIN LENDING LLC, a Texas limited liability company ("Lender"), 24 MOUNT PROSPECT, LLLP, a Delaware limited liability partnership ("Landlord"), and KOHL'S, INC., a Nevada corporation ("Tenant").

RECITALS:

A. Tenant entered into a certain lease agreement dated November 22, 2002, as amended, modified and/or supplemented (collectively, the "Lease") for certain premises (the "Premises"), as defined more particularly in the Lease, within that certain property legally described in Exhibit A attached hereto and made a part hereof (the "Project").

B. Lender is the mortgagee under a Mortgage, Assignment of Rents, Security Agreement and Fixture Filing (the "Security Instrument"), between Landlord and Lender, dated July 22, 2019 and recorded with the Cook County Illinois Recorder in Book _____, Page _____, encumbering the Premises and a specific Assignment of Leases and Rents dated July 22, 2019 and recorded with the Cook County, Illinois Recorder in Book _____, Page _____ (the "Assignment") assigning the Lease. Both the Security Instrument and the Assignment secure a loan or loans from Lender to Landlord.

+ As Document 1921106160

C. Each party hereto has requested the other party to enter into this Agreement.

AGREEMENTS:

NOW, THEREFORE, in consideration of the above Recitals and the agreements of the parties set forth below, and for One Dollar (\$1.00) and other good and valuable consideration, the parties hereto agree as follows:

1. The Lease and each and every term and condition thereof, and any extensions, renewals, replacements or modifications thereof, and all of the right, title and interest of Tenant in and to the Premises are and shall be subject and subordinate to the lien of the Security Instrument, all advances made or to be made thereunder, and to any renewals, modifications, supplements, replacements, consolidations, increases and extensions thereof.

2. Lender agrees that, as long as no event has occurred and has continued to exist for such period of time (after notice and expiration of all grace and cure periods, if any, required by the Lease) as would entitle Landlord or any other party, including Lender, succeeding to Landlord's interest under the Lease, to terminate the Lease, in the event of foreclosure of the Security Instrument, or other enforcement of the terms and conditions of the Security Instrument or the exercise by Lender of its rights

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* As Document 1921106158

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under the Assignment, or if Lender comes into possession or acquires title to the Premises as a result of foreclosure or the threat thereof, or as a result of any other means, such action shall not result in either a termination of the Lease or a diminution or impairment of any of the rights granted to Tenant in the Lease or in an increase in any of Tenant's obligations under the Lease, including but not limited to provisions in the Lease dealing with condemnation, fire and other casualties.

3. Tenant agrees with Lender that if the interest of Landlord in the Premises shall be transferred to Lender by reason of foreclosure or other proceedings, or by any other manner, or in the event of a foreclosure sale of the Premises to any other person, firm, or corporation, then in any of said events, Tenant shall be bound to Lender or such purchaser, grantee or other successor to Landlord's interest ("Successor Landlord") under all of the terms, covenants and conditions of the Lease for the balance of the term remaining and any extensions or renewals thereof which may be effected in accordance with any option therefor in the Lease, with the same force and effect as if the Successor Landlord were the landlord under the Lease. Tenant does hereby agree to attorn to the Successor Landlord.

4. At such time that Successor Landlord succeeds to the interest of Landlord under the Lease, Successor Landlord shall be bound to Tenant under all of the terms, covenants and conditions of the Lease for the balance of the term remaining and any extensions or renewals thereof which may be effected in accordance with any option therefor in the Lease; provided, however, Tenant agrees that a Successor Landlord shall not be:

- (a) personally liable for any act or omission of any prior landlord under the Lease;
- (b) bound by any base rent or additional rent which Tenant may have paid for more than the current or next succeeding month to any prior landlord;
- (c) obligated to perform any work in the Premises or any part thereof, other than such work which is required to be performed by Landlord under the Lease;
- (d) subject to any offsets or defenses which the Tenant might have against any prior landlord (including the Landlord), unless Tenant shall have commenced to offset, as provided under the Lease, or commenced legal proceedings to pursue any claim prior to Successor Landlord succeeding to the interest of Landlord under the Lease. The foregoing shall not limit either (a) Tenant's right to exercise against Lender any offset right available to Tenant because of events occurring after the date of attornment; or (b) Successor Landlord's obligation to correct any conditions that existed as of the date of attornment and violate Lender's obligations as landlord under the Lease;
- (e) bound by any amendment or modification made without Lender's consent which (i) reduces fixed annual rent; (ii) materially reduces any other monetary obligation of Tenant under the Lease; or (iii) reduces the length of the term of the Lease. Notwithstanding the foregoing, Tenant is not responsible for obtaining Lender's consent to any such modifications, and in the event Landlord fails to accomplish

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the same, Landlord shall be liable to Tenant for any damages to Tenant as a result thereof; or

- (f) liable to Tenant for any actions of its successors-in-interest upon a subsequent transfer by Lender of its interest in the Premises.

5. Tenant will notify Lender of any default of Landlord under the Lease which Tenant believes would entitle it to cancel the Lease or abate the base rent or additional rent payable thereunder, and agrees that no notice of cancellation thereof nor any such rent abatement shall be effective against Lender unless Lender has received the notice aforesaid and has failed to cure the default within the longer of thirty (30) days after such notice or such period of time following such notice as Landlord has to cure the default which gives rise to such alleged right of cancellation or abatement ("Lender Cure Period"). All such notices shall be in writing and shall be deemed to have been given when delivered personally, when deposited in the United States mail, certified or registered, postage prepaid, or when delivered by an established express delivery service, addressed as follows:

To Lender: PSL Austin Lending LLC
100 Congress Avenue, Suite 1550
Austin, Texas 78701
Email: Jwaxman@paramountfin.com
and bbarroww@paramountfin.com
Telephone (512) 496-0647

To Tenant: Kohl's, Inc.
c/o Kohl's Department Stores, Inc.
N56 W17000 Ridgewood Drive
Menomonee Falls, Wisconsin 53051
Attention: Chairman

With a copy to: Kohl's Department Stores, Inc.
W165 N5830 Ridgewood Drive
Menomonee Falls, Wisconsin 53051
Attention: Portfolio Management

And a copy to: Kohl's Department Stores, Inc.
N56 W17000 Ridgewood Drive
Menomonee Falls, Wisconsin 53051
Attention: Legal Department

6. Tenant acknowledges and agrees that this Agreement constitutes notice to Tenant of the existence of the Security Instrument and that the Lease and the rent have been assigned to Lender as security for the note. Tenant agrees that after any foreclosure action, sale under a power of sale, transfer in lieu of the foregoing, or the exercise of any other remedy pursuant to the Security Instrument or the assignment, if Lender shall give written notice to Tenant that Lender has elected to require Tenant to pay to Lender the rent and other charges payable by Tenant under the Lease, Tenant shall pay rent and all

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other sums due under the Lease directly to Lender without notice to or the consent of Landlord and without any obligation on the part of Tenant to determine whether or not the demand is proper. Landlord agrees that Tenant shall have the right to rely on any such notice from Lender without incurring any obligation or liability to Landlord as if such notice were given at the direction of Landlord.

7. In the event Lender shall acquire title to the Premises, Tenant agrees to look solely to Lender's interest in the Project and the rents, income, or proceeds derived therefrom for the recovery of any judgment against Lender, it being agreed that Lender shall have no obligation and shall not incur any liability beyond Lender's then-equity-interest (including Lender's right in and to such rents, income, or proceeds), if any, in the Project, for payment and discharge of any obligations imposed upon Lender hereunder or under the Lease or for recovery of any judgment against Lender, and in no event shall Lender or any of its affiliates, officers, directors, shareholders, partners, agents, representatives, or employees ever be personally liable for any such obligation, liability, or judgment. The foregoing shall not otherwise limit any right Tenant may have to obtain injunctive relief against Lender from and after the date Lender acquires title to the Premises to the extent expressly provided as a remedy to Tenant under the terms of the Lease.

8. Lender shall not, either by virtue of the Security Instrument or this Agreement, be or become a mortgagee in possession or be or become subject to any liability or obligation under the Lease or otherwise until Lender acquires title to the Premises by foreclosure, conveyance in lieu of foreclosure, or otherwise, and then such liability or obligation of Lender under the Lease shall extend only to those liabilities or obligations accruing subsequent to the date that Lender acquires the interest of Landlord in the Premises, as modified by the terms of this Agreement.

9. This Agreement shall bind and inure to the benefit of the parties hereto, their successors and assigns. As used herein, the term "Tenant" shall include Tenant, its successors and assigns as permitted under the Lease; the words "foreclosure" and "foreclosure sale" as used herein shall be deemed to include the acquisition of Landlord's estate in the Premises by voluntary deed (or assignment) in lieu of foreclosure, and the word "Lender" shall include the Lender specifically named herein and any of its successors and assigns, including any Successor Landlord.

[SIGNATURES ON FOLLOWING PAGE(S)]

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The undersigned hereby joins in the execution of this Agreement in order to evidence its acceptance of, and agreement to, the provisions of Section 4 hereof.

LANDLORD:

24 MOUNT PROSPECT, LLLP,
a Delaware limited liability limited partnership

By: 24 Mount Prospect GP, LLC, a California limited liability company, General Partner

By: ACRE Investment Company, LLC, a California limited liability company, Manager

By: *Gabe Arechaederra*
Gabe Arechaederra, its Manager

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of

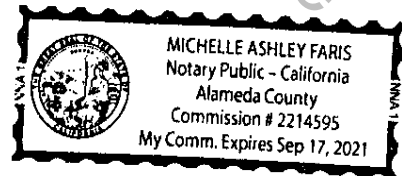
STATE OF CALIFORNIA

COUNTY OF Alameda

On July 17, 2019 before me, Michelle A. Faris
Notary Public, personally appeared Gabe Arechaederra
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Michelle A. Faris
Signature

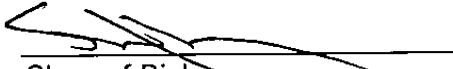


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The undersigned, LHE Mount Prospect, LLC, an Illinois limited liability company, hereby joins in the aforementioned Subordination, Non-Disturbance, and Attornment Agreement, as "Landlord" (jointly and severally with 24 Mount Prospect, LLLP) and agrees to be bound by its terms as applicable to Landlord.

LHE MOUNT PROSPECT, LLC,
an Illinois limited liability company

By: LIGHTLY HELD EQUITIES, LLC,
a California limited liability company,
its Manager

By: 
Name: Shereef Bishay
Title: Manager

Address:
P.O. Box 205
Los Angeles, CA
90036

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the

STATE OF CALIFORNIA


COUNTY OF Marin

On July 23, 2019, before me,
Michelle A. Faris, Notary Public, personally appeared
Shereef Bishay

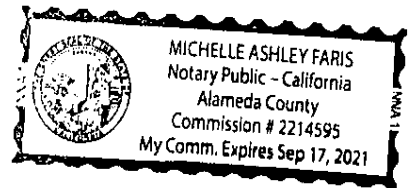
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature



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EXHIBIT A

LEGAL DESCRIPTION

Part of:
Parcel 1

That part of the South East quarter of the South east quarter of Section 14, Township 41 North, Range 11 East of the Third Principal Meridian, described as follows: Beginning at a point 12 chains South of the North East corner of said South East quarter of the South East quarter of said Section 14; thence West 11.5 chains; thence south 2.35 chains; thence West 8.50 chains to the West line of said South east quarter of the South East quarter; thence South 5.65 chains to the South West corner of said South East quarter of the South East quarter thence East 20 chains to the South East corner of said Section 14; thence North 8.0 chains to the point of beginning (except therefrom that part of the South East quarter of the South East quarter of Section 14, Township 41 North, Range 11 East of the Third Principal Meridian, described as follows: Beginning at the South West corner of said South East quarter of the South East quarter; thence North along the West line of said South East quarter of the South East quarter 385.20 feet; thence East 562.28 feet to a point 385.38 feet North of the South line of said section 14; thence South 385.38 feet to a point in the south line of said Section 14 which is 562.0 feet East of the South West corner of said South East quarter of the South East quarter; thence West along the South line of said Section 14 to the point of beginning and except therefrom the East 210 feet of the South 220 feet of the South East quarter of the South East quarter of Section 14, aforesaid, and except therefrom that part of the East 50 of the South East quarter of the South East quarter of Section 14, aforesaid, which lies North of the South 220 feet of the south East quarter of the South East quarter of Section 14, aforesaid, and South of the North line of the herein above described tract of land), in Cook County, Illinois

Also

Parcel 2

Lot 2, except the East 200.00 feet (measured perpendicularly) of the North 145.00 feet (measured along the East line thereof) in Kenroy's Huntington being a Subdivision of part of the East half of Section 14, Township 41 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 1 and 2 of the land are also known as Lot 2 in Kenroy's Elmhurst-Dampster Subdivision being a subdivision of part of the East half of Section 14, Township 41 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois dated April 19, 1973 and recorded May 16, 1973 as Document 22327173, as amended by Letter of Correction recorded November 9, 1989 as Document 89536360.

Also

Parcel 3

Non-exclusive perpetual easement for storm water sewer line for the benefit of Parcel 1 and 2, as created by granted from LaSalle National Bank, as Trustee under Trust Numbers 19237 and 28948, to LaSalle National Bank, As Trustee under Trust Number 33425, dated April 19, 1973 and recorded September 26, 1973 as Document 22492620, over, under and across the following: that part of Lot 1 of Kenroy's Huntington, being a subdivision of part of the East half of Section 14, Township 41 north, Range 11 East of the Third Principal Meridian, described as follows: Commencing at the South East corner of said Lot 1; thence South 88 degrees 59 minutes 01 seconds West 673.17 feet along the South line of said lot (being also the North line of the Commonwealth Edison Company right of way); thence South 79 degrees 30 minutes 45 seconds West 215.0 feet along the South Easterly line of said lot to the point of beginning of the herein described Parcel of land; thence North 10 degrees 29 minutes 15 seconds West 247.603 feet along a line perpendicular to said South Easterly line; thence North 32 degrees 24 minutes 55 seconds West 20.033 feet to the point of intersection with the line drawn 7.50 feet (measured perpendicularly)

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South Westerly of and parallel with the aforesaid perpendicular line; thence South 10 degrees 29 minutes 15 seconds East 166.233 feet along said parallel line to a point 100 feet (measured perpendicularly) North Westerly of the aforesaid South Easterly line of Lot 1; thence South 01 degree 57 minutes 24 seconds West 50.559 feet to a point 50 feet (measured perpendicularly) North Westerly of said South Easterly line and 15.00 feet (measured perpendicularly) South Westerly of the first above mentioned perpendicular line; thence South 10 degrees 29 minutes 15 seconds West 50.00 feet to the aforesaid South Easterly line of Lot 1; thence North 79 degrees 30 minutes 45 seconds East along said South Easterly line to the point of beginning, all in Cook County, Illinois.

Also

Parcel 4

Perpetual easement for storm water sewer line for the benefit of Parcels 1 and 2, as created by grant from Trustees of Schools of Township 41 North, Range 11 to LaSalle National Bank Trust Number 33425 and Kenroy, Inc., dated August 29, 1973 and recorded September 26, 1973 as Document 22492619 over, under and across the following: A strip of land 20 feet in width, 10 feet on each side of the following described centerline: Commencing at a point on the West line of Lot 2 in Kenroy's Huntington Subdivision, being a Subdivision of part of the East half of Section 14, Township 41 North, Range 11 East of the Third Principal Meridian, a distance of 65 feet South of the North West corner of said Lot 2 as measured along the West line of said Lot 2; thence North Westerly along a line forming an angle of 78 degrees 39 minutes 49 seconds measured counterclockwise from the last described line, a distance of 144.74 feet to an angle point; thence Northerly along a line forming an angle of 111 degrees 51 minutes 55 seconds measured counterclockwise from the last described line, a distance of 10 feet to the North line of said Lot 2 extended South Westerly (being also the South line of the existing Commonwealth Edison Company right of way).

Also

Parcel 5

Non-exclusive perpetual easement for storm water sewer line for the benefit of Parcels 1 and 2, as created by grant from Commonwealth Edison Company, a corporation of Illinois, to LaSalle National Bank Trust Number 33425 and Kenroy, Inc., dated August 29, 1973 and recorded September 26, 1973 as Document 22492621 over, under and across the following: A strip of land 20 feet in width, the centerline being described as follows: Commencing at the North West corner of Lot 2 in Kenroy's Huntington Subdivision, being a Subdivision of part of the East half of Section 14, Township 41 North, Range 11 East of the Third Principal Meridian; thence South along the West line of Lot 2, a distance of 65 feet; thence North Westerly along a line forming an angle of 78 degrees 39 minutes 49 seconds measured counterclockwise from the last described line, a distance of 144.74 feet to an angle point; thence Northerly along a line forming an angle of 111 degrees 51 minutes 55 seconds measured counterclockwise from the last described line, a distance of 10 feet to the South Easterly line of Commonwealth Edison Company right of way for the point of beginning; thence continuing Northerly along the last described line extended Northerly (said line also being perpendicular to the South Easterly line of said right of way), a distance of 210 feet to the North Westerly line of said Commonwealth Edison Company right of way for the terminus of said easement, all in Cook County, Illinois.

Also

Parcel 6

Exclusive perpetual easement for storm water sewer line for the benefit of Parcel 1 as created by Grant from Mount Prospect State Bank, Trust Number 270 and Kenroy Incorporated dated August 29, 1973 as Document Number 22492617.

Also

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Parcel 7

Exclusive perpetual easement for storm water sewer line for the benefit of Parcel 1 as created by Grant from Huntington Commons Association, Non-profit Corporation of Illinois to LaSalle National Bank, Trust Number 33425 and Kenroy, Incorporated, a corporation of Delaware, dated August 29, 1973 and recorded September 26, 1973 as Document Number 224926185 and amended by Amendment recorded September 28, 1973 as Document Number 22495853.

Permanent Real Estate Index Number(s): 08-14-403-022-0000, 08-14-403-02-0000, 08-14-403-028-0000

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