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This Document Was Prepared by
And upon Recording Return to:
Katherine Moy
The TJX Companies, Inc.
770 Cochituate Road
Framingham, MA 01701
Attn: VP of Real Estate
(774) 308-2453

Doc#: 2401641049 Fee: \$107.00
Karen A. Yarbrough
Cook County Clerk
Date: 01/16/2024 10:04 AM Pg: 1 of 12

CH 23018114

FEDERALITY NATIONAL TITLE

4097

Recording Cover Page

This page added for the purposes of affixing Recording Information

Deed _____

Other Subordination _____

UCC

Plat

Real Estate Tax Permanent Index

Number of Premises: 24-10-100-013-0000; 24-10-100-014-0000

Common Address of Premises: 4701-09 W. 95th Street and 9503-9601 Cicero Avenue, Oak
Lawn, IL 60453

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VERACITY NATIONAL TITLE

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is made and entered into as of January 2, 2024, by and among American United Life Insurance Company ("Lender"), Green Oak Shopping Center LLC ("Landlord") and Marshalls of IL, LLC ("Tenant").

RECITALS:

WHEREAS, Lender is the holder of a Promissory Note which is secured, inter alia, by a Mortgage and Security Agreement (the "Mortgage") and Assignment of Lease and Rents (the "Lease Assignment") covering certain real property more particularly described in the Mortgage known as Green Oaks Shopping Center located in Oaklawn, IL and described further in Schedule A, a copy of which is attached hereto (hereinafter referred to as "Property"); and

WHEREAS, Landlord and Tenant are the current holders of the interests of landlord and tenant under a Lease dated August 23, 1978 as the same has been amended from time to time (the "Lease"), whereby Landlord demised to Tenant a portion of the Property (the "Demised Premises"). All capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Lease.

NOW THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Tenant, Landlord and Lender, intending to be legally bound hereby, covenant and agree as follows:

1. **SUBORDINATION.** This Lease shall be and is hereby made subordinate to the lien of (but not the terms and conditions of) the Mortgage and to all increases, renewals, modifications, amendments, consolidations and extensions thereof.

2. **NON-DISTURBANCE.** Provided that Tenant is not in default under the Lease of such a nature as would permit Landlord to terminate the Lease pursuant to default provisions of the Lease, Lender shall not, in the exercise of any right, remedy, or privilege granted by the Mortgage or the Lease Assignment, or otherwise available to Lender at law or in equity:

(i) disturb Tenant's possession, enjoyment, use or occupancy of the Demised Premises and the appurtenant rights thereto under the Lease during the term of the Lease (including any extensions, renewal, or modification thereof); or

(ii) join or name Tenant as a party to any foreclosure or other proceeding instituted by Lender to enforce the terms of the Mortgage or the Lease Assignment against Landlord.

In the event Lender comes into possession of or acquires title to all or any portion of the Property as a result of any enforcement of the Mortgage, or any other means, Tenant shall peaceably and quietly have,

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Marshalls #0050

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hold and enjoy the Demised Premises and the rights of Tenant appurtenant thereto for the term of the Lease as the same may be extended, subject to the terms, covenants, conditions, provisions and agreements thereof.

3. **ATTORNMEN**T. In the event Lender comes into possession of or acquires title to all or any portion of the Property as a result of foreclosure or other enforcement of the Mortgage, or as a result of any other means, Lender agrees to recognize Tenant's possession of the Demised Premises and Tenant agrees to attorn to and accept Lender as landlord under the Lease for the balance then remaining of the term of the Lease, subject to all of the terms and conditions of the Lease.

Upon any attornment under this Paragraph 3, the Lease shall continue in full force and effect as a direct lease between Tenant and Lender and Lender will assume and perform all of Landlord's obligations under the Lease except that Lender shall not be:

(i) liable for any damages for any breach, act or omission of any prior landlord under the Lease except for acts or omissions of a continuing nature which continue after such time as Lender comes into possession of or acquires title to all or any portion of the Property; or

(ii) subject to any offsets, claims or defenses which Tenant might have against any prior landlord including Landlord except to the extent such right of offset or defense is specifically set forth in the Lease, or unless Lender was previously notified of the act or event giving rise to such offset or defense; or

(iii) bound by any rent or additional rent or other payment in lieu of rent which Tenant might have paid to any prior landlord more than 30 days in advance of its due date under the Lease, unless such prepayment is required pursuant to the terms of the Lease; or

(iv) bound by any amendment or modification to the Lease which has the effect of decreasing the rent payable under the Lease, or decreasing the term of the Lease made without Lender's written consent which consent shall not be unreasonably withheld, conditioned or delayed; or

(v) be liable for any security deposit unless actually received by Lender.

4. **RENTS**. Landlord hereby advises Tenant that the Lease Assignment provides for the direct payment to Lender of all rents and other monies due and to become due to Landlord under the Lease upon the occurrence of certain conditions as set forth in the Lease Assignment without Lender's taking possession of the Demised Premises or otherwise assuming Landlord's position or any of Landlord's obligations under the Lease. After written notice is given to Tenant by Lender in form reasonably acceptable to Tenant, that Landlord has defaulted under the Mortgage and that the rentals under the Lease should be paid to Lender, Tenant shall pay to Lender, or in accordance with the direction of Lender all rentals and other monies due and to become due to the Landlord under the Lease, and Landlord hereby expressly authorizes Tenant to make such payments as directed by Lender and hereby releases and discharges Tenant of, and from any liability to Landlord

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on account of any such payments. Tenant shall have no responsibility to ascertain whether such demand by Lender is permitted under the Mortgage or the Lease Assignment. Furthermore, in connection with the aforesaid, and notwithstanding anything to the contrary contained elsewhere, Landlord, its successor and/or assigns hereby agree to indemnify and hold harmless Tenant against any expenses, claims, losses, or damages incurred by Tenant resulting from or arising out of claims by Landlord, its successors or assigns that such rental payments should not have been, or cannot be, made to Lender or the like.

5. DEFAULT NOTICES TO LENDER. So long as the Mortgage is in force and effect, Tenant agrees not to terminate the Lease by reason of default by Landlord under the Lease without giving prior written notice thereof to Lender and Lender shall have the right (but not the obligation until Lender comes into possession of or acquires title to all or any part of the Property) to cure any of Landlord's defaults under the Lease within the same time period as is available to Landlord for the curing thereof under the Lease after receipt of such notice except Tenant shall have the right to exercise its enumerated termination rights set forth in the Lease without giving Lender notice or the opportunity to cure.

6. NOTICES. All notices and other communications pursuant to the provisions of this Agreement shall be in writing and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or by a reputable commercial overnight carrier that provides a receipt, such as Federal Express or Airborne Express, and shall be deemed given when received and addressed as noted below, or to such other address or addresses as shall from time to time be designated by notice by any party to the others as herein provided.

If to Tenant:	c/o The TJX Companies, Inc. 770 Cochituate Road Framingham, MA 01701 Attn: Vice President - Real Estate
If to Lender:	American United Life Insurance Company One American Square P.O. Box 368 Indianapolis, IN 46206-0368
If to Landlord:	Green Oak Shopping Center LLC Robin Realty & Management Co. 1333 N. Wells Street Chicago, IL 60610 Attn: Stephen Kant

Any party may change the place that notices are to be sent by written notice delivered in accordance with this Agreement.

7. SUCCESSORS AND ASSIGNS. As used in this Agreement, the term "Tenant" shall mean Tenant and any subsequent holder or holders of an interest of the lessee under the Lease, and the term "Lender" shall mean Lender or any other subsequent holder or holders of the Mortgage or any party becoming a mortgagee in possession or acquiring title to the Property or the Demised Premises by purchase at a foreclosure sale, deed in lieu of foreclosure, other enforcement of the Mortgage,

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by deed of the Lender, or otherwise. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns. The terms Lease, Mortgage and Lease Assignment shall include any and all amendments, modifications, replacements, substitutions, extensions, renewals and supplements thereto. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceable shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8. **RECORDATION.** Mortgagee agrees to record this agreement promptly upon full execution of the same. Upon recorded satisfaction of the Mortgage, this Agreement shall become null and void and be of no further effect.

This page ends here.

Property of Cook County Clerk's Office

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9. **AUTHORITY.** The individuals executing this Agreement hereby represent and warrant that they are empowered and duly authorized to so execute this agreement on behalf of the parties they represent.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

WITNESS:

LENDER:
AMERICAN UNITED LIFE
INSURANCE COMPANY, an
Indiana corporation

By: _____
Name:
Its:

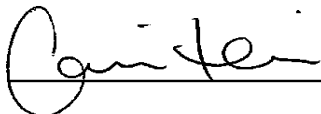
WITNESS:


LANDLORD:
GREEN OAK SHOPPING
CENTER, LLC, an Illinois limited
liability company

By: _____
Name:
Its:

WITNESS:

TENANT:
MARKS HALLS OF IL, LLC



By: 
Lauren Perry
Authorized Signatory

Oaklawn, IL
Marshalls #0050

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

WITNESS:

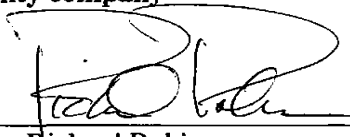
LENDER:
AMERICAN UNITED LIFE
INSURANCE COMPANY, an
Indiana corporation

By: _____
Name:
Its:

WITNESS:

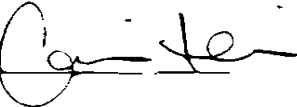
LANDLORD:
GREEN OAK SHOPPING
CENTER, LLC, an Illinois limited
liability company



By: 
Name: Richard Robin
Its: Member RJR Green Oak, LLC,
Managing Member of Greek Oak
Shopping Center, LLC

WITNESS:

TENANT:
MARSHALLS OF IL, LLC



By: 
Lauren Perry

Authorized Signatory

Oaklawn, IL
Marshalls #0050

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9. AUTHORITY. The individuals executing this Agreement hereby represent and warrant that they are empowered and duly authorized to so execute this agreement on behalf of the parties they represent.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

WITNESS:



LENDER:
AMERICAN UNITED LIFE
INSURANCE COMPANY, an
Indiana corporation

By: _____
Name: Steven T. Holland
Its: Vice President

WITNESS:

LANDLORD:
GREEN OAK SHOPPING
CENTER, LLC, an Illinois limited
liability company

By: _____
Name: _____
Its: _____

WITNESS:

TENANT:
MARSHALLS OF IL, LLC

By: _____
Lauren Perry
Authorized Signatory

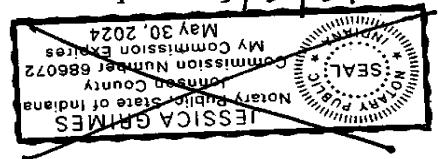
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LENDER'S ACKNOWLEDGEMENT

STATE OF Indiana)
) SS.
COUNTY OF Marion)

The foregoing instrument was acknowledged before me this 9th
day of January, 2024 by Steven T. Hollard, Vice President
on behalf of American United Life Insurance Company.

Jessica Grimes
Notary Public
My Commission Expires: 5/30/24



LANDLORD'S ACKNOWLEDGMENT

STATE OF _____)
) SS.
CITY/COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____
day of _____, 2024 by _____ and _____
on behalf of _____.

Notary Public
My Commission Expires: _____

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LENDER'S ACKNOWLEDGEMENT

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024 by _____ and _____ on behalf of _____.

Notary Public
My Commission Expires:

LANDLORD'S ACKNOWLEDGMENT

STATE OF ILLNOIS)
) SS.
CITY/COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 3rd day of January, 2024 by Richard Robin, Member RJR Green Oak, LLC, Managing Member of Greek Oak Shopping Center, LLC on behalf of Greek Oak Shopping Center, LLC.



Notary Public
My Commission Expires:

Oaklawn, IL
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TENANT'S ACKNOWLEDGEMENT

COMMONWEALTH OF MASSACHUSETTS)
) SS.
 COUNTY OF MIDDLESEX)

On this 2 day of January, 2024, before me, the undersigned notary public, personally appeared Lauren Perry as Authorized Signatory of Marshalls of IL, LLC on behalf of the limited liability company, proved to me through satisfactory evidence of identification, which is personal knowledge of her identity, to be the person whose name is signed on the preceding document and who acknowledged that she signed it voluntarily and executed same in her authorized capacity for its stated purpose.

Katherine E. Moy
 Notary Public
 My Commission Expires:



Katherine E. Moy
 NOTARY PUBLIC
 Commonwealth of
 Massachusetts
 My Commission Expires
 1/25/2030

Oaklawn, IL
 Marshalls #0050

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SCHEDULE "A-1"

METES AND BOUNDS DESCRIPTION OF THE SHOPPING CENTER

The Northwest Quarter of the Northwest Quarter of the Northwest Quarter (except the South 33 feet thereof) of Section 10, Township 37 North, Range 13, East of the Third Principal Meridian, except the following which is leased to the White Castle System, Inc., as follows: Beginning at the intersection of the South line of West 95th Street (as widened to 100 feet) and the East line of South Cicero Avenue and (as widened to 100 feet); thence East along the South line of West 95th Street one hundred eighty feet (180') to a point; thence South parallel with the East line of South Cicero Avenue one hundred eighty feet (180') to a point; thence West parallel with the South line of West 95th Street one hundred eighty feet (180') to a point in the East line of South Cicero Avenue; thence North along the East line of South Cicero Avenue one hundred eighty feet (180') to the place of beginning,

also

The North 125.86 feet (except the East 135 feet) of the Southwest Quarter of the Northwest Quarter of the Northwest Quarter of Section 10 and the South 33 feet (except the East 135 feet) of the Northwest Quarter of the Northwest Quarter of the Northwest Quarter of Section 10, Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.