

9

This Instrument was prepared by
& after recording returned to:
SBA Networks Svcs., LLC
Attn: Cheryl Clicquot
5900 Broken Sound Parkway, NW
Boca Raton, FL 33487
561.226-9491

AFTER RECORDING, PLEASE RETURN TO:
Fidelity National Title Group
7130 Glen Forest Dr., Ste. 300
Richmond, VA 23226
Attn: _____

2014 081747

NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement"), dated as of November 5th 2014 by SBA 2012 TC Assets, LLC, a Delaware limited liability company having its principal office and place of business located at 5900 Broken Sound Parkway, NW, Boca Raton, Florida 33487 ("SBA"), and Inland Bank & Trust, an Illinois State Chartered Bank, having an office at 2901 Butterfield Road, Oak Brook, IL 60152 ("Lender").

PRELIMINARY STATEMENT:

A. On October 31, 2005, Lender and Southlake Professional Plaza, LLC ("Landlord") entered into that certain Mortgage recorded November 01, 2005 in Instrument Number 2005097788, and assigned to Husky Lake Acquisition III LLC, a Delaware limited liability company ("Mortgagor") by that certain Assignment of Loan Documents, recorded June 11, 2013, in Instrument Number 2013042589, all of the Public Records of Lake County, Indiana, encumbering that certain real property (the "Property") described on Exhibit "A" attached hereto (such instrument and all amendments, modifications, renewals, substitutions, extensions, consolidations and replacements thereto and thereof, as applicable, together with all other collateral and related documents securing the debt described therein, collectively referred to as "Mortgage").

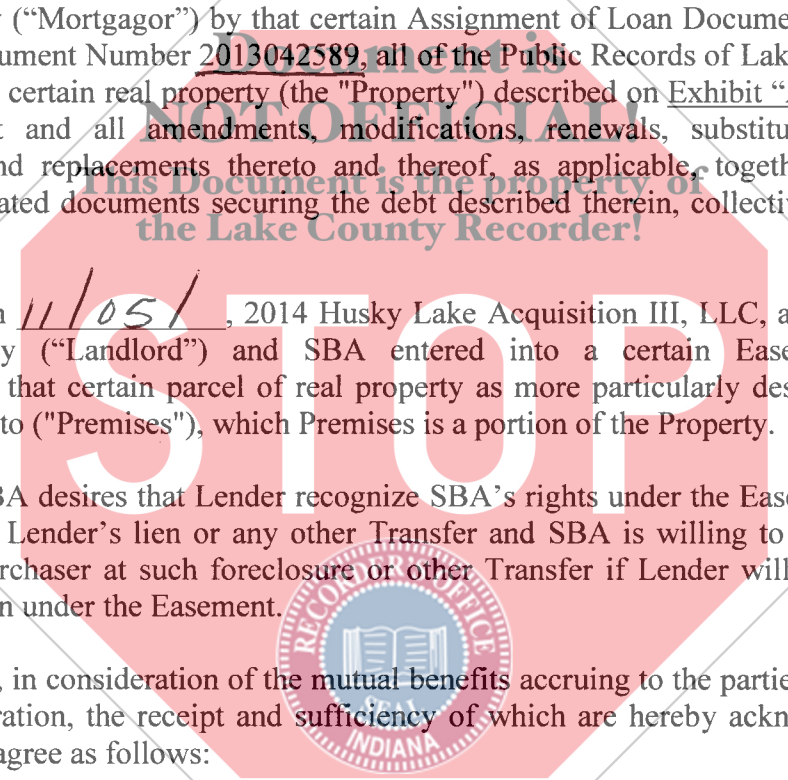
B. On 11/05/14, 2014 Husky Lake Acquisition III, LLC, a Delaware limited liability company ("Landlord") and SBA entered into a certain Easement Agreement ("Easement") for that certain parcel of real property as more particularly described on Exhibit "B" attached hereto ("Premises"), which Premises is a portion of the Property.

C. SBA desires that Lender recognize SBA's rights under the Easement in the event of foreclosure of Lender's lien or any other Transfer and SBA is willing to agree to attorn to Lender or the purchaser at such foreclosure or other Transfer if Lender will recognize SBA's right of possession under the Easement.

Therefore, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender and SBA hereby agree as follows:

1. **Subordination; Non-Disturbance.** SBA acknowledges that the Easement is junior and subordinate to the lien of the Mortgage. Provided (a) SBA complies with this Agreement, (b) SBA is not in default under the terms of the Easement and no event has occurred which, with the passage of time or the giving of notice or both, would constitute a default under the

Site ID: IN 46587-A/ Southmoor



STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORDING
2014 DEC 23 11:06
MICHAEL D. BROWN
RECORDER

RECORDING ORDER
1 (2) 3 4 5

\$29
CK# 1613545287
1613545658
1 REF E
NON CONF

Easement, and (c) the Easement is in full force and effect, no default under the Mortgage and no proceeding to foreclose the same or other Transfer will disturb SBA's possession under the Easement and the Easement will not be affected or cut off thereby, and notwithstanding any such foreclosure or other Transfer of the Property to Transferee, Transferee will recognize the Easement and will accept the attornment of SBA thereunder. "Transfer" shall mean (a) the institution of any foreclosure, trustee's sale or other like proceeding, (b) the appointment of a receiver for the Mortgagor, the Landlord or the Property, (c) the exercise of rights to collect rents under the Mortgage or an assignment of rents, (d) the recording by Lender or its successor or assignee of a deed in lieu of foreclosure for the Property, or (e) any transfer or abandonment of possession of the Property to Lender or its successor or assigns in connection with any proceedings affecting Landlord under the Bankruptcy Code, 11 U.S.C. § 101 et seq. "Transferee" shall mean the Lender or any successor or assignee of Lender taking title to the Property in connection with a Transfer. Notwithstanding anything to the contrary herein or in the Easement in no event shall transferee be bound by or liable for the indemnification obligations of Mortgagor under the Easement. It is a condition of this Agreement that Lender shall be and at all times remain named as an additional insured under the general and umbrella liability policies required to be provided by Grantee (as defined in the Easement) under the Easement, and Grantee shall provide evidence of such insurance to Lender.

2. Attornment. Upon the Transfer of the Property to Transferee, whether through foreclosure, deed in lieu of foreclosure or otherwise, SBA shall attorn to Transferee as the grantor under the Easement. Said attornment shall be effective and self-operative without the execution of any further instruments upon Transferee's succeeding to the interest of the grantor under the Easement. SBA and Lender shall, however, confirm the provisions of this paragraph in writing upon request by either of them.

3. Release of Lien. The parties acknowledge that in connection with the execution of the Easement, Landlord is assigning to SBA its interest in the ground lease ("Lease") described on Exhibit "C" attached hereto. Lender hereby releases the Lease from the lien of the Mortgage and any collateral agreements and agrees to execute any additional documentation necessary to document such release.

4. Miscellaneous.

(a) This Agreement shall inure to the benefit of the parties hereto, their successors and assigns; provided, however, that in the event of the assignment or transfer of the interest of Transferee, all obligations and liabilities of Transferee under this Agreement shall terminate, and thereupon all such obligations and liabilities shall be the responsibility of the party to whom Transferee's interest is assigned or transferred.

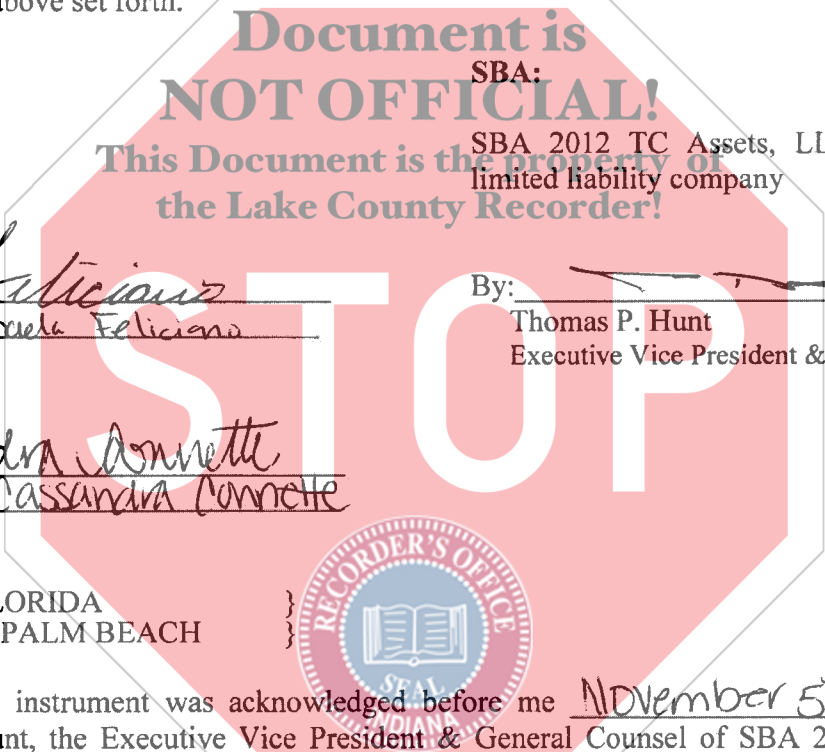
(b) This Agreement is the whole and only agreement between the parties hereto with regard to the subject matter hereof. This Agreement may not be modified in any manner or terminated except by an instrument in writing executed by the parties hereto.

(c) This Agreement shall be deemed to have been made in the state where the Property is located and the validity, interpretation and enforcement of this Agreement shall be determined in accordance with the laws of such state.

(d) In the event any legal action or proceeding is commenced to interpret or enforce the terms of, or obligations arising out of, this Agreement, or to recover damages for the breach thereof, the party prevailing in any such action or proceeding shall be entitled to recover from the non-prevailing party all reasonable attorneys' fees, costs and expenses incurred by the prevailing party.

(e) Any notices or communications required or permitted to be given or made hereunder shall be deemed to be so given or made when in writing and delivered in person or sent by United States registered or certified mail, postage prepaid, or by nationally recognized overnight courier service, directed to the parties at the following addresses listed above or to such other address as such party may from time to time designate in writing to the other party. Notices or communications mailed in the U.S. mail shall be deemed to be served on the third business day following mailing, notices or communication served by hand or by overnight courier shall be deemed served upon receipt.

IN WITNESS WHEREOF, this Agreement has been signed and delivered as of the date and year first above set forth.



Yaela Feliciano
Print Name: Yaela Feliciano

By: *Thomas P. Hunt*
Thomas P. Hunt
Executive Vice President & General Counsel

Cassandra Connette
Print Name: Cassandra Connette

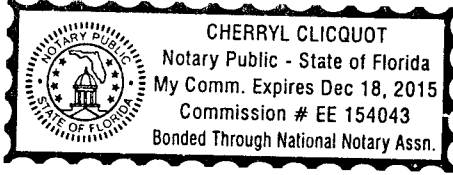
STATE OF FLORIDA }
COUNTY OF PALM BEACH }

The foregoing instrument was acknowledged before me November 5th, 2014 by Thomas P. Hunt, the Executive Vice President & General Counsel of SBA 2012 TC Assets, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me.

Cheryl

Notary Public
Print Name: Cheryl Clicquot
My Commission Expires: 12/18/15

(NOTARY SEAL)



LENDER:

Witnesses:

Inland Bank and Trust, an Illinois State Chartered Bank

Anita J. Plassio
Name: ANITA J. PLASSIO

By: John F. Kovacs
Name: JOHN F. KOVACS

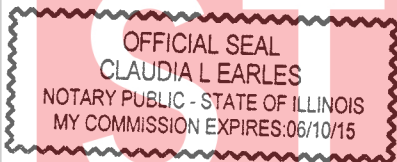
Joelynn Urbani
Name: JOEYNN URBANI

Title: VICE PRESIDENT

State of Illinois)
)ss.
County of DeWitt)

I, CLAUDIA L. EARLES the undersigned Notary Public, do hereby certify that on the 4 day of Nov 2014, JOHN F. KOVACS and _____ (names of persons signing document), as Vice President (President or Vice President) and Secretary, respectively, personally appeared before me and being first duly sworn by me severally acknowledged that they signed the foregoing document in the respective capacities therein set forth and declared that the statements therein contained are true.

In Witness Whereof, I have hereunto set my hand and seal the day and year before written.



Claudia L. Earles
Notary Public
Print Name: CLAUDIA L. EARLES
My Commission Expires: 6-10-15

(NOTARY SEAL)



Exhibit "A"
PARENT PARCEL DESCRIPTION:

PARENT PARCEL DESCRIPTION:

An interest in land, said interest being over a portion of the following described parent parcel:

Lots 1 and 2 in Southlake Professional Addition, an addition to the Town of Merrillville, as per plat thereof, recorded in Plat Book 90, Page 12 in the Office of the Recorder of Lake County, Indiana.

AND BEING the same property conveyed to Husky Lake Acquisition III, LLC. a Delaware limited liability company from Husky Lake III - Diversified LLC, an Indiana limited liability company Quitclaims Deed recorded September 9, 2014 in Instrument No. 2014 054240.

Tax Parcel Nos. 45-12-21-402-004.000-030, 45-12-21-402-005.000-030

206,907 SQ. FT. / 4.75 ACRES

OWNER: HUSKY LAKE ACQUISITION III, LLC.

PARCEL ID: 45-12-21-402-004.000-030, 45-12-21-402-005.000-030

DEED OF REFERENCE: INSTRUMENT NO. 2014054240

SITE ADDRESS: 8127 MERRILLVILLE ROAD, MERRILLVILLE, IN 46410

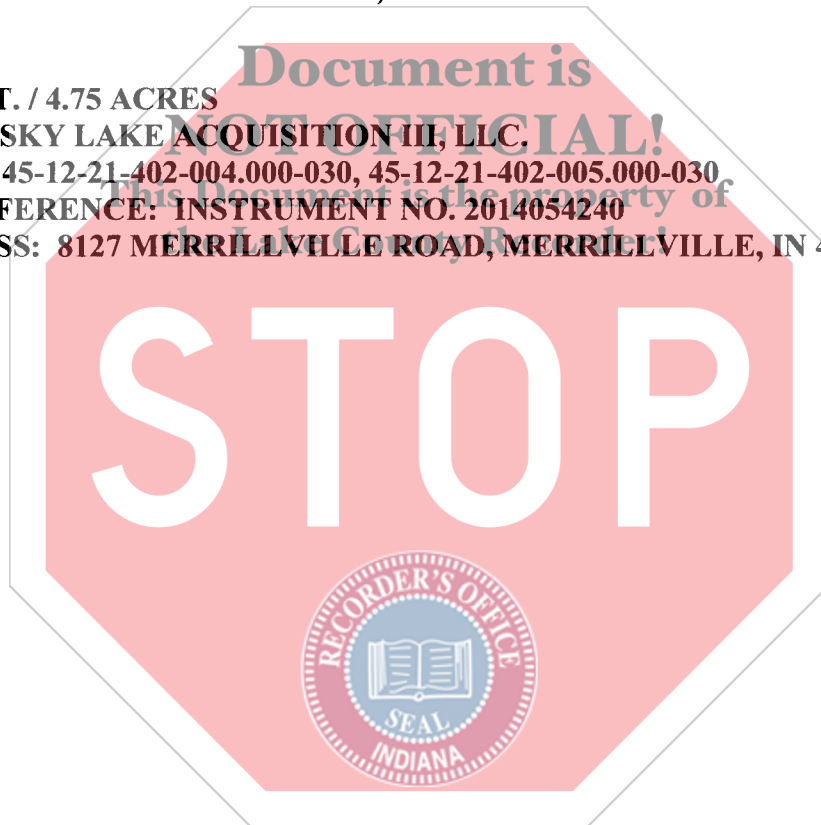


Exhibit "B"
EASEMENT DESCRIPTIONS:

EXCLUSIVE EASEMENT AREA DESCRIPTION: (AS SURVEYED)

ALL THAT PART OF LOTS 1 IN SOUTHLAKE PROFESSIONAL ADDITION, AN ADDITION TO THE TOWN OF MERRILLVILLE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 90, PAGE 12 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE N 89°49'56" W ALONG THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 35.33 FEET; THENCE S 00°30'43" E A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING; THENCE S 00°10'04" W A DISTANCE OF 53.00 FEET; THENCE N 89°49'56" W A DISTANCE OF 9.00 FEET; THENCE S 00°10'04" W A DISTANCE OF 17.96 FEET; THENCE N 89°49'56" W A DISTANCE OF 30.00 FEET; THENCE N 00°10'04" E A DISTANCE OF 40.96 FEET; THENCE S 89°49'56" E A DISTANCE OF 22.60 FEET; THENCE N 00°10'04" E A DISTANCE OF 10.00 FEET; THENCE N 89°49'56" W A DISTANCE OF 23.60 FEET; THENCE N 00°10'04" E A DISTANCE OF 20.00 FEET; THENCE S 89°49'56" E A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING. CONTAINING 2,400 SQUARE FEET OR 0.05 ACRES, MORE OR LESS.

2,400 SQ. FT. / 0.05 ACRES

OWNER: HUSKY LAKE ACQUISITION III, LLC.

PARCEL ID: 45-12-21-402-004.000-030, 45-12-21-402-005.000-030

DEED OF REFERENCE: INSTRUMENT NO. 2014054240

SITE ADDRESS: 8127 MERRILLVILLE ROAD, MERRILLVILLE, IN 46410

ORIGINAL LEASE DESCRIPTION: (AS SURVEYED)

ALL THAT PART OF LOTS 1 IN SOUTHLAKE PROFESSIONAL ADDITION, AN ADDITION TO THE TOWN OF MERRILLVILLE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 90, PAGE 12 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE N 89°49'56" W ALONG THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 35.33 FEET; THENCE S 00°30'43" E A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING; THENCE S 00°10'04" W A DISTANCE OF 20.00 FEET; THENCE N 89°49'56"

W A DISTANCE OF 40.00 FEET; THENCE N 00°10'04" E A DISTANCE OF 20.00 FEET;
THENCE S 89°49'56" E A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 800 SQUARE FEET OR 0.02 ACRES, MORE OR LESS.

800 SQ. FT. / 0.02 ACRES

OWNER: HUSKY LAKE ACQUISITION III, LLC.

PARCEL ID: 45-12-21-402-004.000-030, 45-12-21-402-005.000-030

DEED OF REFERENCE: INSTRUMENT NO. 2014054240

SITE ADDRESS: 8127 MERRILLVILLE ROAD, MERRILLVILLE, IN 46410

CRICKET LEASE DESCRIPTION: (AS SURVEYED)

ALL THAT PART OF LOTS 1 IN SOUTHLAKE PROFESSIONAL ADDITION, AN
ADDITION TO THE TOWN OF MERRILLVILLE, AS PER PLAT THEREOF, RECORDED
IN PLAT BOOK 90, PAGE 12 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY,
INDIANA, DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF SAID
LOT 1; THENCE N 89°49'56" W ALONG THE NORTH LINE OF SAID LOT 1 A DISTANCE
OF 35.33 FEET; THENCE S 00°30'43" E A DISTANCE OF 10.00 FEET; THENCE
CONTINUING S 00°10'04" W A DISTANCE OF 20.00 FEET TO THE POINT OF
BEGINNING; THENCE CONTINUING S 00°10'04" W A DISTANCE OF 10.00 FEET;
THENCE N 89°49'56" W A DISTANCE OF 16.40 FEET; THENCE N 00°10'04" E A
DISTANCE OF 10.00 FEET; THENCE S 89°49'56" E A DISTANCE OF 16.40 FEET TO THE
POINT OF BEGINNING. CONTAINING 164 SQUARE FEET OR 0.004 ACRES, MORE OR
LESS.

164 SQ. FT. / 0.004 ACRES

OWNER: HUSKY LAKE ACQUISITION III, LLC.

PARCEL ID: 45-12-21-402-004.000-030, 45-12-21-402-005.000-030

DEED OF REFERENCE: INSTRUMENT NO. 2014054240

SITE ADDRESS: 8127 MERRILLVILLE ROAD, MERRILLVILLE, IN 46410

EXPANSION AREA DESCRIPTION: (AS SURVEYED)

ALL THAT PART OF LOTS 1 IN SOUTHLAKE PROFESSIONAL ADDITION, AN
ADDITION TO THE TOWN OF MERRILLVILLE, AS PER PLAT THEREOF, RECORDED
IN PLAT BOOK 90, PAGE 12 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY,
INDIANA, DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF SAID
LOT 1; THENCE N 89°49'56" W ALONG THE NORTH LINE OF SAID LOT 1 A DISTANCE
OF 35.33 FEET; THENCE S 00°30'43" E A DISTANCE OF 10.00 FEET; THENCE
CONTINUING S 00°10'04" W A DISTANCE OF 20.00 FEET; THENCE CONTINUING S

00°10'04" W A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S 00°10'04" W A DISTANCE OF 23.00 FEET; THENCE N 89°49'56" W A DISTANCE OF 9.00 FEET; THENCE S 00°10'04" W A DISTANCE OF 17.96 FEET; THENCE N 89°49'56" W A DISTANCE OF 30.00 FEET; THENCE N 00°10'04" E A DISTANCE OF 40.96 FEET; THENCE S 89°49'56" E A DISTANCE OF 39.00 FEET TO THE POINT OF BEGINNING. CONTAINING 1,436 SQUARE FEET OR 0.03 ACRES, MORE OR LESS.

1,436 SQ. FT. / 0.03 ACRES

OWNER: HUSKY LAKE ACQUISITION III, LLC.

PARCEL ID: 45-12-21-402-004.000-030, 45-12-21-402-005.000-030

DEED OF REFERENCE: INSTRUMENT NO. 2014054240

SITE ADDRESS: 8127 MERRILLVILLE ROAD, MERRILLVILLE, IN 46410

