

SUBORDINATION, NON-DISTURBANCE & ATTORNMENT AGREEMENT

THIS AGREEMENT, made and entered into this 20th day of October, 2015, by and between Kroger Limited Partnership I, an Ohio limited partnership (hereinafter "Tenant"), Crossroads Plaza, LLC, an Indiana limited liability company (hereinafter "Landlord"); and Old Plank Trail Community Bank, N.A., a National Banking Association (hereinafter "Mortgagee").

WITNESSETH:

WHEREAS, Landlord and Tenant have entered into a Lease and Lease Agreement, both dated April 8, 2015 (hereinafter collectively referred to as "Lease") whereby Tenant leased from Landlord those certain premises located in the City of Merrillville, County of Lake, and State of Indiana, more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter "Property"); and

WHEREAS, Landlord has made, executed and delivered to Mortgagee its Promissory Note (hereinafter "Note") dated September 20, 2015 in the principal amount of Eight Hundred Sixty Thousand and no/100 Dollars (\$860,000.00) secured by a Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing (hereinafter "Mortgage") of and affecting the Property, of even date with the Note, which Mortgage is filed for record in the Office of the Lake County Recorder, Lake County, Indiana, in Deed Book 2015-672409; and

WHEREAS, Mortgagee is at this date the owner and holder of the Note secured by the Mortgage; and

WHEREAS, the parties hereto wish that the Lease be subordinate to the lien of the Mortgage upon the condition that Mortgagee covenants that Tenant's possession of the Property will not be disturbed upon foreclosure and upon the further condition that Tenant attorn to and recognize as Landlord the Mortgagee.

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

1. Tenant's leasehold interest under the Lease is hereby made subject and subordinate to the lien of the Mortgage and to any renewals, extensions or modifications thereof, regardless of priority of recording, subject to the provisions of this Agreement.
2. Mortgagee covenants that so long as Tenant shall not be in default under the Lease beyond any applicable grace or cure period provided in the Lease:

{00009628.DOCX}

1 Ret
\$33.00
M. # 9579

RETURN TO
Chicago Title
Closer:
File No: 130-7132

2015 OCT 24 10
2015 OCT 26 PM 3:07
STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
RECORDER
10-26-15

(a) Tenant shall not be named or joined as a party or otherwise in any suit, action or proceeding for the foreclosure of the Mortgage or to enforce any rights under the Mortgage or the Note or other obligation secured thereby; and

(b) Mortgagee will affirmatively recognize the validity of the Lease, all of the Lease terms, including renewal periods; and Tenant's possession of the Property and Tenant's rights thereto and under the Lease shall not be disturbed, affected or impaired by:

(i) any suit, action or proceeding upon the Mortgage or the Note or other obligation secured thereby, or by the foreclosure of the Mortgage or the enforcement of any rights under the Mortgage or any other documents in the possession of the holder of the Mortgage, or by any judicial sale or execution or other sale of the Property, or any deed given in lieu of foreclosure, or by the exercise of any other rights given to any holder of the Mortgage or other documents as a matter of law, or

(ii) any default under the Mortgage or the Note or other obligation secured thereby.

3. In the event Mortgagee obtains title to the Property through foreclosure or deed in lieu of foreclosure under the Mortgage, Tenant and Mortgagee agree to be bound by all of the provisions of the Lease, and Tenant will attorn to Mortgagee, its successors and assigns, to the same extent and with the same effect as if Mortgagee were the original landlord under the Lease, and Mortgagee shall perform all obligations of Landlord under the Lease to the same extent and with the same effect as if Mortgagee were the original Landlord under the Lease; provided, however, that Mortgagee shall not be subject to any liability or obligation under the Lease or otherwise until Mortgagee shall have acquired the interest of Landlord in the Property, by foreclosure or otherwise, and then only to the extent of liabilities or obligations accruing subsequent to the date that Mortgagee has acquired the interest of the Landlord in the Property, except for those liabilities and obligations of which Mortgagee had written notice prior to its acquisition of Landlord's interest.

4. Tenant covenants not to pay any installment of monthly rent or any part thereof more than thirty (30) days prior to the due date of such installment. Nothing contained herein, however, shall be construed as limiting either Tenant's right to make deductions or offsets against rents as provided in the Lease or the amount thereof. Tenant and Landlord agree that they will not, without the prior written consent of Mortgagee, which consent shall not be unreasonably withheld, enter into any amendment of the Lease that would reduce the monthly rent or the original term of the Lease. Mortgagee expressly consents to all other amendments to the Lease which consent is hereby self-operative and without further agreement.

5. Tenant agrees to give Mortgagee notice of a Landlord default under the Lease at the same time as Tenant gives notice to the Landlord. Default situations in which there is a

reasonable probability of immediate bodily injury or property damage may be corrected by Tenant without notice to Mortgagee. Mortgagee shall be entitled, but shall not be obligated, upon notice of a default by Landlord under the Lease to remedy the default of the Landlord provided that Mortgagee promptly commences action to correct the default within thirty (30) days and Mortgagee proceeds with due diligence and without interruption to complete the action necessary to cure the default.

6. In the event Tenant receives written notice from Mortgagee that rentals due under the Lease are to be paid to Mortgagee, pursuant to the terms of the Mortgage, Tenant shall pay to Mortgagee, or in accordance with the directions of Mortgagee, all rentals and other monies due or to become due to Landlord under the Lease, and Landlord hereby expressly authorizes Tenant to make such payments to Mortgagee, or as otherwise directed by Mortgagee, and hereby releases and discharges Tenant of and from any liability to Landlord on account of any such payments. The provisions contained herein shall in no way alter, affect or impair Tenant's rights to make deductions from or offsets against rent as provided in the Lease.

7. All condemnation awards and insurance proceeds paid or payable with respect to the Demised Premises shall be applied in accordance with the terms of the Lease.

8. All notices required or permitted to be made under this Agreement shall be deemed properly served if delivered in writing personally or if sent by certified or registered mail, return receipt requested to:

Tenant at:

Jay C Food Stores
900 A Avenue
Seymour, IN 47274
Attn: Real Estate Department

Landlord at:

Crossroads Plaza, LLC
3100 Dundee Road, #308
Northbrook, IL 60062
Attn: David Israel

Mortgagee at:

Old Plank Trail Community Bank
15330 S. LaGrange Road
Orland Park, IL 60462
Attn: Joseph Heskett

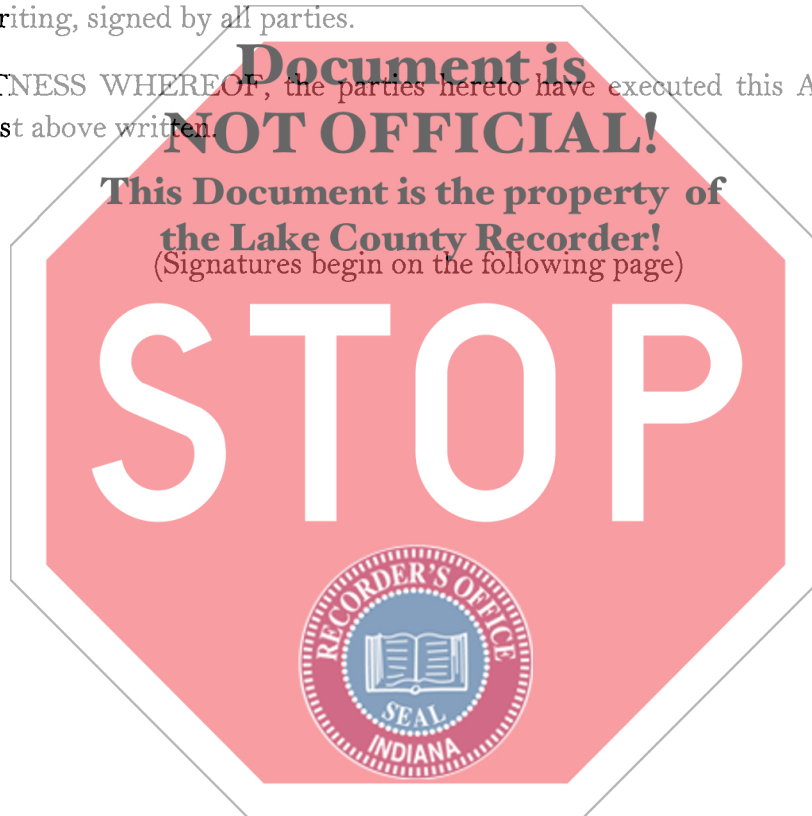
or to any subsequent address designated in accordance with this provision. Date of service of a notice shall be the date of personal delivery, or if sent by mail, upon deposit in a post office of the United States Postal Service, or successor governmental agency.

9. This Agreement shall be binding upon and inure to the benefit of Tenant, Landlord and Mortgagee, their respective heirs, personal representatives, successors and assigns.

10. Landlord shall promptly record this Agreement and shall furnish the recording information to Tenant within sixty (60) days of the date hereof.

11. This Agreement constitutes the entire understanding of the parties hereto and is intended to be a full, final and complete integration of all prior or contemporaneous agreements regarding the matters set forth herein. No amendment to this Agreement shall be effective unless it is in writing, signed by all parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.



Witnesses for Landlord:

[Signature]

[Signature]

LANDLORD:

Crossroads Plaza, LLC

By: [Signature]

Name: David Israel

Title: Member

Witnesses for Tenant:

Witnesses for Mortgagee:

Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder.
Kroger Limited Partnership I,
an Ohio limited partnership

STOP

By: KRGP Inc., an Ohio corporation,
its general partner

By: _____

Name: _____

Title: _____



MORTGAGEE:

Old Plank Trail Community Bank

By: _____

Name: _____

Title: _____

Witnesses for Landlord:

LANDLORD:

Crossroads Plaza, LLC

By: _____

Name: David Israel

Title: Member

Witnesses for Tenant:





**Document is
NOT OFFICIAL!**

**This Document is the property of
the Lake County Recorder!**

TENANT:
Kroger Limited Partnership I,
an Ohio limited partnership

STOP

By: KRGP Inc., an Ohio corporation,
its general partner

By: 

Name: Terry M. Evans
Vice President

Title: _____

Witnesses for Mortgagee:



MORTGAGEE:

Old Plank Trail Community Bank



By: _____

Name: _____

Title: _____

Witnesses for Landlord:

LANDLORD:

Crossroads Plaza, LLC

By: _____

Name: David Israel

Title: Member

Witnesses for Tenant:

[Signature]
[Signature]

Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder!

TENANT:

Kroger Limited Partnership I,
an Ohio limited partnership

By: KRGP Inc., an Ohio corporation,
its general partner

By: [Signature]

Name: Terry M. Evans

Vice President

Title: _____

Witnesses for Mortgagee:

[Signature]



MORTGAGEE:

Old Plank Trail Community Bank



By: [Signature]

Name: Joseph Heskett

Title: Senior Vice President

[Signature]

(Tenant Acknowledgment)

STATE OF Ohio)

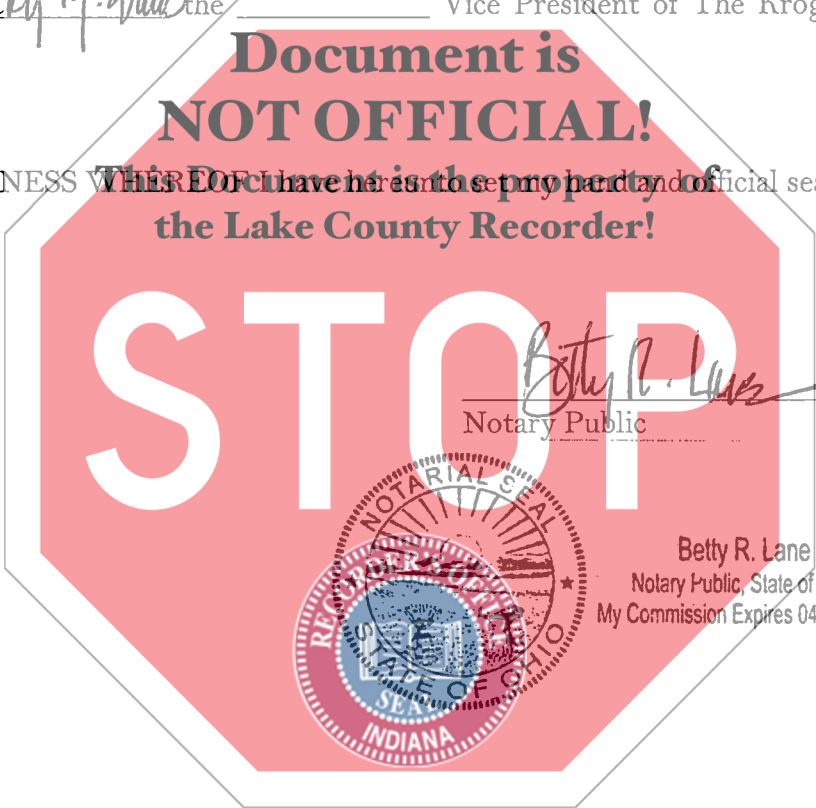
) ss:

COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this 28th day of September, 2015, by Karen M. Gaud the _____ Vice President of The Kroger Co., an Ohio corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Document is NOT OFFICIAL!
This Document is the property of the Lake County Recorder!



Betty R. Lane
Notary Public



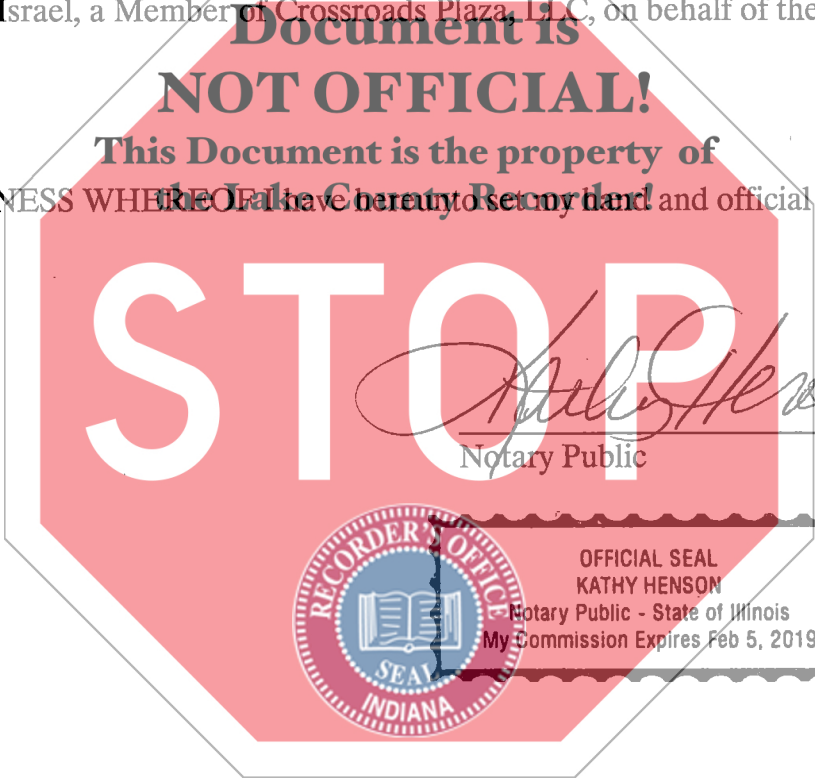
Betty R. Lane
Notary Public, State of Ohio
My Commission Expires 04-10-2016

(Landlord Acknowledgment - Corporation)

STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 15 day of September, 2015, by David Israel, a Member of Crossroads Plaza, LLC, on behalf of the limited liability company.

Document is NOT OFFICIAL!
This Document is the property of the State of Illinois
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Kathy Henson
Notary Public



OFFICIAL SEAL
KATHY HENSON
Notary Public - State of Illinois
My Commission Expires Feb 5, 2019

(Mortgagee Acknowledgment - Corporation)

STATE OF ILLINOIS)

) ss:

COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 15 day of ~~September~~ ^{October}, 2015, by Jan Ellen Witry, a Branch Manager of Old Plank Trail Community Bank, on behalf of the Bank.

Document is NOT OFFICIAL!

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

the Lake County Recorder!



Jan Ellen Witry
Notary Public



EXHIBIT "A"

The North 838.68 feet of the Northeast Quarter of the Northeast Quarter of Section 9, Township 35 North, Range 8, West of the Second Principal Meridian, excepting the North 302.50 feet of the East 340.00 feet and the South 70.00 feet of the East 255.00 feet thereof, and excepting therefrom the North 55 feet thereof, and also excepting therefrom those parcels deed to the State of Indiana as set forth in Warranty deed recorded October 5, 1982, as document no. 683149, and except the buildings, improvements, and structures located thereon, all in Lake County, Indiana, and excepting therefrom:

Parcel One:

Commencing at the Northeast corner of said Section; thence West 375 feet along the North line of said Section; thence South 90 degrees a distance of 55 feet to the point of beginning; thence South 140 feet along the same line; thence West 90 degrees a distance of 150 feet; thence North 90 degrees a distance of 140 feet; thence East 90 degrees a distance of 150 feet to the point of beginning.

Parcel Two:

Commencing at the Northeast corner of said Section; thence South 603.68 feet along the East line of said Section; thence West 90 degrees a distance of 50 feet to the point of beginning; thence West 190 feet along the same line; thence South 90 degrees a distance of 120 feet; thence East 90 degrees a distance of 190 feet; thence North 90 degrees a distance of 120 feet to the point of beginning.

Parcel Three:

Commencing at the Northeast corner of the Northeast Quarter of the Northeast Quarter of Section 9, Township 35 North, Range 8, West of the Second Principal Meridian; thence West 685 feet along the North line of said Section; thence South 90 degrees a distance of 55 feet to the point of beginning; thence South on the same line a distance of 130 feet; thence West 90 degrees a distance of 100 feet; thence North 90 degrees a distance of 130 feet; thence East 90 degrees a distance of 100 feet to the point of beginning.

Parcel Four:

Commencing at the Northeast corner of the Northeast Quarter of the Northeast Quarter of Section 9, Township 35 North, Range 8, West of the Second Principal Meridian; thence South 347.50 feet along the East line of said Section; thence West 90 degrees a distance of 50 feet to the point of beginning; thence West along the same line a distance of 125 feet; thence South 90 degrees a distance of 100 feet; thence East 90 degrees a distance of 125 feet; thence North 90 degrees a distance of 100 feet to the point of beginning.