



Doc#: 0725444036 Fee: \$36.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/11/2007 11:57 AM Pg: 1 of 7

SAFeway INC.
5918 Stoneridge Mall Road
Pleasanton, CA 94588-3229
Attn.: Real Estate Law

**SUBORDINATION, ATTORNMENT
AND NONDISTURBANCE AGREEMENT**

THIS SUBORDINATION, ATTORNMENT AND NONDISTURBANCE AGREEMENT is dated for reference purposes only as of this 27th day of July, 2007, between 140-200 S. ROSELLE ROAD, LLC, a Delaware limited liability company ("Landlord"); DOMINICK'S FINER FOODS, LLC, a Delaware limited liability company, ("Tenant"); and STATE FARM BANK, F.S.B., a federal savings bank ("Lender").

1. RECITALS

1.1.

(a) Landlord has entered into an Indenture of Lease with Tenant, dated October 27, 1995 and amended by Letter Agreements dated October 23, 1996 and March 11, 1998 and Certificate of Commencement of Term dated March 13, 1997 (collectively the "Lease"), demising a certain portion of the property described on Exhibit "A" attached hereto and by this reference made a part hereof, such demised premises (the "Leased Premises") being all or a portion of the real estate encumbered by the hereinafter referred to Mortgage referred to below.

(b) Landlord has obtained a loan from Lender and has executed a Mortgage and Security Agreement dated August 31, 2007 (the "Mortgage"), to secure the loan granted Landlord by Lender. The Mortgage was recorded on September 11, 2007 as Instrument No. 0725444034, in the Official Records of Cook County, Illinois.

September 11, 2007

1.2. Lender is the owner and holder of the Mortgage.

1.3. Tenant requires as a condition of its leasehold estate that the shopping center premises be free from encumbrances, except those it approves. However, Tenant will subordinate its Lease, at Lender's request, subject to Lender's covenant, that Tenant's possession and rights under its Lease shall not be disturbed as hereinafter provided.

2. AGREEMENT

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, receipt of which is hereby acknowledged, and the mutual benefits to accrue to the parties hereto, it is hereby declared, understood and agreed as follows:

First American Title Order # 298199 5 of 5
TJ DEC

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3. TERMS

3.1. The lien or charge of the Lease is hereby made subject and subordinate to the lien or charge of the Mortgage on the hereinafter related terms and conditions; however, if there are any inconsistencies between the Lease and the Mortgage, as to Tenant's rights and obligations under the Lease and Landlord's obligations under the Lease, the Lease shall control.

3.2. In the event any proceedings are brought for i) foreclosure and sale or other suit, sale or proceeding under the Mortgage or ii) a deed in lieu of foreclosure, hereinafter referred to collectively as "Foreclosure", Lender hereby covenants that so long as Tenant is not in default under the Lease (beyond any period given Tenant to cure such default, after notice required by the Lease), that:

(a) Tenant's possession of the Leased Premises and its rights under the Lease shall not be disturbed by Lender (or any successor or assign) or any purchaser at Foreclosure, hereinafter referred to as the "Purchaser";

(b) Tenant shall not be made a party to any Foreclosure or other suit, sale or proceeding under the Mortgage and the same shall not affect Tenant's rights under the Lease;

(c) The lien of the Mortgage shall not encumber any trade fixtures or equipment used by Tenant in its business on the Leased Premises; and

(d) Lender or Purchaser shall assume in writing the Landlord's obligations under the Lease as a direct lease from and after the date of Foreclosure, provided that neither Lender nor any Purchaser shall be: (i) liable for any act, omission, or default of any prior Landlord (including Landlord) under the Lease, (ii) subject to any right of off-set arising out of a default by Landlord of which Lender did not receive notice and the opportunity to cure pursuant to Section 3 hereof prior to Foreclosure, and (iii) bound by any amendment or other modification of the Lease made without Lender's prior written consent if such amendment or other modification would reduce the Lease term or reduce the rent and/or other payment obligations of Tenant thereunder. In the event of Foreclosure, nothing contained in clause (i) of this Section 3.2(d) shall be deemed to release Lender or Purchaser from the obligation to cure an on-going default by Landlord of which Lender received notice and the opportunity to cure pursuant to Section 3 hereof prior to Foreclosure.

3.3. Tenant shall attorn to Lender or Purchaser or grantee upon any such Foreclosure and sale or deed in lieu of foreclosure and shall recognize Lender or Purchaser or grantee, as the case may be, as the Landlord under the Lease.

3.4. Tenant hereby consents to the existence of the Mortgage.

3.5. Notices. Tenant agrees to give Lender in writing and mailed by United States first class, registered, or certified mail, return receipt requested, postage prepaid, a copy of any notice of default served upon the landlord, at the following address:

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If Lender: State Farm Bank, F.S.B.
One State Farm Plaza
Bloomington, IL 61710-0001
Corporate Law- Investments
Attn: _____

If Tenant: Safeway Inc.
5918 Stoneridge Mall Road
Pleasanton, CA 94588-3229
Attn: Real Estate Law Division

If Landlord: 140-200 S. Roselle Road, LLC
875 North Michigan Avenue, 41st Floor
Chicago, IL 60611-1901

3.6. This Subordination, Attornment and Nondisturbance Agreement shall be binding upon and inure to the benefit of the successors and/or assigns of the parties hereto; the singular number includes the plural, and any gender includes all other genders.

IN WITNESS WHEREOF, the parties hereto have each caused this Subordination, Attornment and Nondisturbance Agreement to be executed as of the date first above written.

Landlord:

Tenant:

140-200 S. ROSELLE ROAD, LLC,
a Delaware limited liability company

DOMINICK'S FINER FOODS, LLC,
a Delaware limited liability company

By: *REEF America, LLC, its Manager*

By: *Angela C. Blasing*
Name: Angela C. Blasing
Its: Vice President

By: Dominick's Supermarkets, Inc.,
a Delaware corporation
Its: Member

By: *K. Elliott*
Assistant Vice President

Lender:

By: *[Signature]*
Assistant Secretary

STATE FARM BANK, F.S.B.,
a federal savings bank

Form Approved *[Signature]*

By: _____
Its: _____

By: _____
Its: _____

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LENDER:

STATE FARM BANK, F.S.B.
a federal savings bank

By: David C. Graves
David C. Graves
Vice President of Commercial Real Estate

STATE OF ILLINOIS)
) SS
COUNTY OF McLEAN)

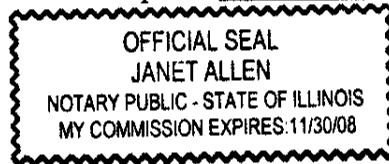
BEFORE ME, the undersigned Notary Public, in and for the State and County
aforementioned, on this day personally appeared David C. Graves, Vice President of Commercial
Real Estate of State Farm Bank, F.S.B. is known to me to be the person whose name is subscribed to
the foregoing instrument and acknowledged to me that he executed the same as the act and deed of
and on behalf of State Farm Bank, F.S.B., as Vice President of Commercial Real Estate thereof, and
for the purposes and consideration therein expressed and in the capacity therein stated, and that he is
authorized to do so.

GIVEN UNDER MY HAND AND NOTARIAL SEAL this 30th day of August, 2007.

Janet Allen
Notary Public

Janet Allen
Print Name of Notary Public here

My Commission expires: 11-30-08



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LIMITED LIABILITY COMPANY:

STATE OF Illinois)
COUNTY OF Cook)

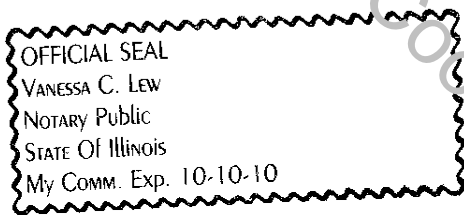
Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Angela C. Blasing, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged her self to be Vice President of RREEF America LLC the within named bargainer, a limited liability company, and that as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by her self as Vice President.

29th Witness my hand and seal, at office in Chicago, Illinois, this the day of August, 2007

Vanessa C. Lew

NOTARY PUBLIC

My Commission Expires: 10-10-10



Cook County Clerk's Office

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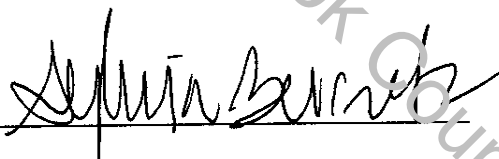
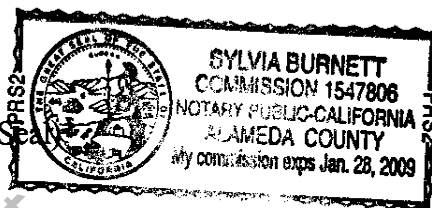
ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)
 COUNTY OF ALAMEDA) ss.

On July 27, 2007, before me, Sylvia Burnett, Notary Public, personally appeared Karen Elliott and Steven J. Gouig personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity and that by their signatures on the instrument, the persons or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

Property of Cook County Clerk's Office

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EXHIBIT A

Lot 1 in Town Square Resubdivision, being a Resubdivision of Lot 2 of Town Square Shopping Center Subdivision, and Lots 1, and 2 of Wilk's Subdivision, and part of the Northeast ¼ of the Southwest ¼ of Section 22, Township 41 North, Range 10, East of the Third Principal Meridian, lying and being in the Village of Schaumburg, Cook County, Illinois.

Permanent Index Nos. 07-22-301-029, 030,031 & 033 and part of 032, 034 & 040

1410-200 South Roselle Road

SCHAUMBURG, IL 60193

Pin # 07-22-301-046