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This Document Prepared by and
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Drinker Biddle & Reath LLP
191 N. Wacker Dr. Suite 3700
Chicago, IL 60606
Attn: Crystal Rivers Bush



Doc#: 1020733008 Fee: \$86.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
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SUBORDINATION, NONDISTURBANCE, AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NONDISTURBANCE, AND ATTORNMENT AGREEMENT ("Agreement") is made as of May 26, 2010 by and among AmericaUnited Bank & Trust ("Lender"), Rubloff Development Group, Inc., an Illinois corporation ("Landlord"), and Aldi, Inc., an Illinois corporation ("Tenant").

RECITALS

Lender, Landlord, and Tenant acknowledge the following:

A. Lender has made or will make a loan in the stated principal amount of \$2,000,000 to Landlord (the "Loan"), which is or will be evidenced by a note (the "Note") and secured by a leasehold mortgage (the "Mortgage") that encumbers or will encumber Landlord's interest in the real property described on the attached Exhibit "A" (the "Property").

B. Tenant is party to a sublease described on Exhibit "B" (the "Sublease") with Landlord, by which Landlord leases a portion of the Property ("Premises") to Tenant, and that the Sublease is the only document or agreement governing the tenancy of Tenant with respect to the Premises.

C. As a condition precedent to the Loan, Lender has required that Lender, Landlord, and Tenant enter into this Agreement.

AGREEMENT

In consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, THE PARTIES AGREE:

1. Subordination. The Sublease, and the rights of Tenant under the Sublease and to the Premises, are and shall remain subordinate to the lien created by the Mortgage, and all modification's and extensions thereof, and to the rights and interests of Lender and its successors and assigns thereunder.

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2. Nondisturbance. For so long as Tenant is not in default under the Sublease beyond any applicable cure period, Lender shall not diminish or interfere with Tenant's possession, use, or occupancy of the Premises pursuant to the Sublease, or Tenant's rights and privileges under the Sublease, and Lender shall not disturb Tenant's occupancy of the Premises subleased to Tenant pursuant to the terms of the Sublease for any reason during the current term of the Sublease, or during any extension or renewal period; provided that upon succession to Landlord's interest under the Sublease, Lender may exercise any right or remedy under the Sublease (including termination) if Tenant at the time of Lender's succession is, or thereafter becomes, in default under the provisions of the Sublease following notice and beyond all applicable grace or cure periods. Lender agrees that all insurance proceeds shall be made available for reconstruction in accordance with the terms of the Sublease.

3. Joinder in Foreclosure. Lender will not join Tenant as a named party in a foreclosure of the Mortgage unless joinder is necessary to foreclose the Mortgage, and then only to foreclose the Mortgage, and not for the purpose of terminating the Sublease unless Tenant is in default under the Sublease beyond any cure period.

4. Attornment. If Lender forecloses the Mortgage, or Lender or a third party (the "Purchaser") succeeds to Landlord's interest under the Sublease through a proceeding in lieu of foreclosure or pursuant to a foreclosure, or in any other manner, the Purchaser shall have all of the rights of Landlord, and may rely on all of the provisions of the Sublease for the balance of the term of the Sublease, and any extension periods, with the same force and effect as if the Purchaser were the landlord under the Sublease. Tenant shall attorn to the Purchaser as its landlord immediately on the Purchaser succeeding to the interest of Landlord under the Sublease, and such attornment shall occur without the execution of any further instruments by any of the parties to this Agreement. However, Tenant shall have no obligation to pay rent to the Purchaser until Tenant receives written notice from the Purchaser that the Purchaser has succeeded to Landlord's interest under the Sublease. Tenant shall have all of its rights and obligations under the Sublease during any such period of attornment, and the Purchaser shall have all of the rights and obligations of Landlord during any such period.

5. Acts of Prior Landlords. If Lender succeeds to the Landlord's interest under the Sublease, Lender shall not be (a) liable for any act or omission of any prior landlord (including Landlord), except for acts or omissions of a continuing nature that constitute non-monetary defaults under the Sublease and which remain uncured after written notice, given to Lender before Lender succeeds to Landlord's interest under the Sublease, and after the expiration of the applicable cure period; (b) subject to any offsets or defenses Tenant might have against any prior landlord (including Landlord), except that Tenant shall be entitled to any rent abatement or credit specifically provided in the Sublease; (c) bound by any rent or additional rent Tenant might have paid more than one month in advance of the due date thereof; (d) bound by any modification of the Sublease made without Lender's written consent, provided Lender's consent shall not be required for any amendment or modification that does not materially and adversely affect the amount of Rent payable by Tenant under the Sublease or Landlord or Tenant's obligations or rights under the Sublease; (e) liable to refund or otherwise account to Tenant for any security deposit not actually paid over to such new owner by Landlord; (f) bound by, or liable for any

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breach of, any representation or warranty or indemnity agreement contained in the Sublease, or otherwise made by any prior landlord (including Landlord); provided, however, indemnification provisions in the Sublease shall be applicable to Lender's acts and omissions arising after Lender succeeds to Landlord's interest under the Sublease; or (g) personally liable or obligated to perform any term, covenant or provision of the Sublease, such Lender's liability being limited in all cases to its interest in the Premises. If Lender succeeds to Landlord's interest under the Sublease, Lender shall cure continuing landlord defaults that materially and adversely affect the Premises and of which Lender had prior notice. In no event shall Lender be liable for damages, including consequential damages, caused by or resulting from the acts or omissions of any prior landlord, including Landlord. If Landlord defaults under the Sublease, or if anything else occurs that would give rise to an offset against rent or a claim against Landlord under the Sublease, Tenant shall (x) use its best efforts to set off the default against rents currently due Landlord (to the extent such set off is permitted under the terms of the Sublease); (y) give Lender notice of the default or other occurrence in the manner provided in this Agreement; and (z) give Lender a reasonable time to cure the default or rectify the other occurrence. Notwithstanding any provision of the Sublease or any other instrument to the contrary, Tenant may not terminate the Sublease, claim an offset against rent, or exercise any right or remedy, until Lender has been given notice and an opportunity to cure the default. For purposes of this Paragraph 5, a Landlord's default shall not be deemed to have occurred until all grace and/or cure periods applicable thereunder under the Sublease have lapsed without Landlord having effectuated a cure thereof.

6. Assignment of Sublease. Landlord has, or will, by a separate Assignment of Leases and Rents ("Assignment"), assign its interest in the rents and payments due under the Sublease as security for the repayment of the Loan. All rents due under the Sublease shall be paid to Landlord so long as Landlord is not in default under the Mortgage. Lender may, at its option, require that Tenant pay all rents and other payments due under the Sublease directly to Lender. Landlord authorizes and directs Tenant, and Tenant agrees, to pay any payments due under the Sublease to Lender on notice that Lender has exercised this option. Tenant shall have no obligation to verify any of the information in such notice. The Assignment does not diminish any obligation of Landlord under the Sublease or impose any such obligation on Lender.

7. Successors and Assigns. This Agreement shall bind Lender, Landlord, and Tenant, and each of their heirs, administrators, representatives, successors, and assigns, and all parties having an interest in the Sublease, and shall inure to the benefit of Lender and its successors and assigns.

8. Notices. Any notice that a party to this Agreement may desire, or may be required, to give to any other party shall be in writing, and shall be mailed by certified mail, or its equivalent, as follows:



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If to Lender:

AmericaUnited Bank & Trust
321 West Golf Road
Schaumburg, IL 60196
Attention: Senior Commercial Lender

If to Landlord:

Rubloff Development Group, Inc.
4949 Harrison Avenue, Suite 200
Rockford, Illinois 61108
Attention: President

If to Tenant:

Aldi Inc.
1200 North Kirk Road
Batavia, Illinois 60510
Attention: Director of Real Estate

A party may change its notice address by sending written notice to the other parties designating a new address to which the other parties may send notices.

Dated as of the date set forth above.

[Signatures are on Following Page]



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TENANT:

ALDI INC.

By: *Scott Patton*

Title: *Vice President*

Name: *Scott A Patton*

LANDLORD:

RUBLOFF DEVELOPMENT GROUP, INC.

By: *Mark A. Rubloff*

Title: *President*

Name: *Mark A Rubloff*

LENDER:

By: *Richard Itami*

Title: *Senior Vice President*

Name: *Richard Itami*

Attachments:

Exhibit A - Legal Description of Property

Exhibit B - Sublease Description

Exhibit C - Legal Description of Entire Tract

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STATE OF Illinois)
)SS
COUNTY OF Kane)

Before me the undersigned Notary Public in and for said county personally appeared Scott Patton, to me known to be Vice-President of Aldi Inc., whose signature is affixed to the foregoing as Vice President of TENANT, and being first duly sworn acknowledged execution of the same.

Dated this 25th day of May, 2010.

Angelica Wojdat
Notary Public



STATE OF Illinois)
)SS
COUNTY OF Winnebago)

Before me the undersigned Notary Public in and for said county personally appeared Mark A. Robinson, to me known to be President of Rubloff Development Group, Inc., whose signature is affixed to the foregoing as President of LANDLORD, and being first duly sworn acknowledged execution of the same on behalf of Landlord.

Dated this 21st day of May, 2010.

Denice A. Kruse Meier
Notary Public

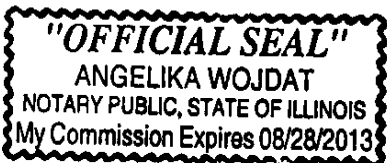


STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

Before me the undersigned Notary Public in and for said county personally appeared Richard Hami, to me known to be Senior Vice President of AmericaUnited Bank & Trust whose signature is affixed to the foregoing as Agent of LENDER, and being first duly sworn acknowledged execution of the same.

Dated this 19th day of May, 2010.

Angelika Wojdat
Notary Public



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**Exhibit A
To Subordination, Nondisturbance,
And Attornment Agreement**

Legal Description of Property

That part of the Entire Tract described on Exhibit C described as follows: commencing at the northeast corner of said tract; thence south along the east line of said tract 495.52 feet to the south line of said tract; thence west along the south line of said tract 212.33 feet; thence south along the east line of said tract 230 feet to the south line of said tract; thence west along the south line of said tract 256.68 feet; thence north along a line parallel to the east line of said tract 175 feet; thence west along a line parallel to the south line of said tract 284.90 feet to the west line of said tract; thence north along the west line of said tract 30 feet; thence east along a line parallel to the south line of said tract 240 feet; thence north along a line parallel to the west line of said tract, 520.85 feet to a point on the north line of said tract, said point being 240 feet east of the northwest corner of said tract; thence east along the north line of said tract 508.12 feet to the point of beginning.

Property Address: 4701 N. Harlem Avenue, Harwood Heights, Illinois 60706

Permanent Index Numbers: 13 18 100 117 0000 and 13 18 100 118 0000


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**Exhibit B
To Subordination, Nondisturbance,
And Attornment Agreement**

Description of Sublease

Sublease Agreement dated May 26, 2010 between Rubloff Development Group, Inc., as Landlord, and Aldi Inc., as Tenant.

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Exhibit C
To Subordination, Nondisturbance,
And Attornment Agreement

Legal Description of Entire Tract

The following parcels of land taken as one tract: Lot 4 (except the north 826 feet thereof) and Lot 5 in C.R. Ball's subdivision of the north $\frac{1}{2}$ of the northwest $\frac{1}{4}$ of Section 18, Township 40 North, Range 13, east of the Third Principal Meridian (except school lot) and of the north 25.40 acres of the northeast $\frac{1}{4}$ of Section 13, Township 40 North, Range 12, east of the Third Principal Meridian, also the north 230 feet of the west 281.68 feet of the east 1001.68 feet of the south $\frac{1}{2}$ of the northwest $\frac{1}{4}$ of Section 18, Township 40 North, Range 13, east of the Third Principal Meridian, also the north 170 feet (except the east 1001.68 feet) of the south $\frac{1}{2}$ of the northwest $\frac{1}{4}$ of Section 18, Township 40 North, Range 13, east of the Third Principal Meridian, in Cook County, Illinois.

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