
SPACE ABOVE FOR RECORDER'S USE ONLY

**SUBORDINATION, NON-DISTURBANCE,
AND ATTORNMENT AGREEMENT**

Instrument Prepared By:

McDonald Hopkins, LLC
600 Superior Ave., E
Cleveland, Ohio 44144
Attn: Jason M. Smith

When Recorded Return to:

First American Title Insurance Company
Attn: Katherine Hahn
30 N LaSalle Street, Suite 2700
Chicago, IL 60602

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Número 271 del libro indicador.
Rocio Maestre Cavanna Año 2013

**SUBORDINATION, NON-DISTURBANCE,
AND ATTORNMENT AGREEMENT**

THIS AGREEMENT, made effective as of the 2nd day of May 2013, is by and between **ALSINA FORMS**, with its principal offices at 511 South Armory, South Holland, Illinois ("Tenant"), and **THE HUNTINGTON NATIONAL BANK**, a national banking association ("Lender"), whose mailing address is 200 Public Square, Suite 600, CM62, Cleveland, Ohio 44114, and/or its participants, successors or assigns.

WITNESSETH:

WHEREAS, by Lease dated June 1, 2008 (hereinafter referred to as the "**Lease**"), Small Brothers, LLC, a Florida limited liability company ("**Landlord**") leased and rented to Tenant the real property commonly known as 511 South Armory, South Holland, Illinois, a legal description of which is attached as **Exhibit "A"** (the "**Property**"); and

WHEREAS, Landlord has obtained or will obtain a loan from Lender secured by, among other things, a mortgage on the Property (the "**Mortgage**"), and as a condition to making such loan, it was agreed between Landlord and Lender that Landlord would obtain from Tenant certain written agreements; and

WHEREAS, Tenant and Lender desire hereby to establish certain rights, safeguards, obligations and priorities with respect to their respective interests by means of the following agreement.

NOW THEREFORE, for and in consideration of the premises and of the mutual covenants and promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Tenant and Lender agree as follows:

1. The Lease and the rights of Tenant thereunder are and shall be subject and subordinate to the lien of the Mortgage and to all of the terms, conditions and provisions thereof, to all advances made or to be made thereunder, to the full extent of the principal sum, interest thereon and other amounts from time to time secured thereby, and to any renewal, substitution, extension, modification or replacement thereof, including any increase in the indebtedness secured thereby or any supplements thereto. In the event that Lender or any other person (the Lender, any other such person and their successors and assigns being referred to herein as the "**Purchaser**") acquires title to the Property pursuant to the exercise of any remedy provided for in the Mortgage or by reason of the acceptance of a deed in lieu of foreclosure, Tenant covenants and agrees to attorn to and recognize and be bound to Purchaser as its new Landlord, and subject to the other terms, provisions and conditions of this Agreement, the Lease shall continue in full force and effect as a direct Lease between Tenant and Purchaser.

2. So long as the Lease is in full force and effect and Tenant shall not be in default under any provision of the Lease or this Agreement, and no event has occurred which has continued to exist for a period of time (after notice, if any, required by the Lease) as would entitle Landlord to terminate the Lease or would cause without further action by Landlord, the termination of the Lease or would entitle Landlord to dispossess the Tenant thereunder:

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a. the right of possession of Tenant to the Property shall not be terminated or disturbed by any steps or proceedings taken by Lender in the exercise of any of its rights under the Mortgage;

b. the Lease shall not be terminated or affected by said exercise of any remedy provided for in the Mortgage, and Lender hereby covenants that any sale by it of the Property pursuant to the exercise of any rights and remedies under the Mortgage or otherwise, shall be made subject to the Lease and the rights of Tenant thereunder.

3. In no event shall Lender or any other Purchaser be:

- a. liable for any act or omission of any prior landlord;
- b. liable for the return of any security deposit which has not been delivered to the Purchaser;
- c. subject to any offsets or defenses which the Tenant might have against any prior landlord;
- d. bound by any payment of rent or additional rent which the Tenant might have paid to any prior landlord for more than the current month.

4. Reserved.

5. Tenant acknowledges that the Landlord has executed and delivered or will execute and deliver to Lender an Assignment of Rents and Leases conveying the rentals under the Lease as additional security for said loan, and Tenant hereby expressly consents to and recognizes such Assignment, and agrees to pay the rent to Lender or its nominee whenever Lender claims or requests the rent under the terms of said Assignment.

6. Tenant agrees that it will not, without the prior written consent of Lender, do any of the following, and any such purported action without such consent shall be void as against Lender:

- a. make a prepayment in excess of one month of rent thereunder;
- b. subordinate or permit subordination of the Lease to any lien subordinate to the Mortgage.

7. Tenant agrees to certify in writing to Lender, upon request, whether or not any default on the part of the Landlord exists under the Lease and the nature of any such default.

8. The foregoing provisions shall be self-operative and effective without the execution of any further instruments on the part of either party hereto. However, Tenant agrees to execute and deliver to Lender or to any person to whom Tenant herein agrees to attorn such other instruments as either shall request in order to effect said provisions.

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9. The agreements herein contained shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors, successors-in-interest and assigns, and, without limiting such, the agreements of Lender shall specifically be binding upon any Purchaser of the Property at foreclosure or otherwise.

10. This agreement may not be modified other than by an agreement in writing signed by the parties hereto or their respective successors-in-interest.

11. This agreement may be signed in counterparts.

12. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions hereof shall not be affected thereby, but each term and provision hereof shall be valid and enforceable to the fullest extent permitted by law.

13. All notices, statements and other communications to be given under the terms of this agreement shall be in writing and delivered by hand against written receipt or sent by certified or registered mail, return receipt requested, postage prepaid and addressed as provided in the first paragraph of this Agreement, or at such other address as from time to time designated by the party receiving the notice.

[SIGNATURE PAGE FOLLOWS]



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IN WITNESS WHEREOF, Tenant and Lender have caused this instrument to be executed as of the day and year first above written.

Signed and delivered as to
Tenant in the presence of:



Witness – Mr. Ivan Hernandez Molina



Witness – Mr. Jaime Alsina Oliva

Signed and delivered as to
Tenant in the presence of:

Witness

Witness

Signed and delivered as to
Tenant in the presence of:

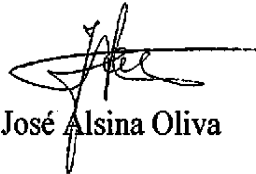
Witness

Witness

TENANT:

ALSINA FORMS

By: Mr



Name: José Alsina Oliva

Its: President

LENDER:

THE HUNTINGTON NATIONAL BANK,
a national banking association

By: _____

Name: _____

Its: _____

AGREED:

LANDLORD:

SMALL BROTHERS, LLC, a Florida
limited liability company

By: _____

Name: _____

Its: _____

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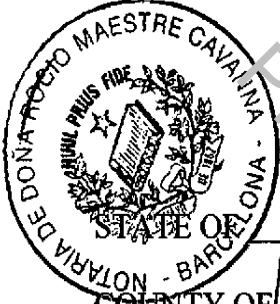
Número 271 del libro indicador.
Rocio Maestre Cavanna Año 2013

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me the _____ day of _____, 2013, by _____, the _____ of **Alsina Forms**, on its behalf.

Notary Public



_____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me the _____ day of _____, 2013, by _____, the _____ of **The Huntington National Bank**, a national banking association, on behalf of the association.

Notary Public

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me the _____ day of _____, 2013, by _____, the _____ of **Small Brothers, LLC**, a Florida limited liability company, on behalf of the company.

Notary Public

This instrument was prepared by:

McDonald Hopkins, LLC
600 Superior Avenue, East
Suite 2100
Cleveland, OH 44114
Attn: Jason M. Smith

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EXHIBIT A

Legal Description of Property

PARCEL 1:

THE SOUTH 155 FEET OF THE NORTH 505 FEET OF LOT 3 IN SOUTH HOLLAND INDUSTRIAL PARK, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE NORTH 350 FEET OF LOT 3 IN SOUTH HOLLAND INDUSTRIAL PARK, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: *5111 Armory Dr, 17150 Westview Ave. South Holland, Illinois 60473.*

DILIGENCIA DE LEGITIMACION DE FIRMAS: Yo, ROCIO MAESTRE CAVANNA, Notaria del Ilustre Colegio Notarial de Catalunya, con residencia en Barcelona, DOY FE: Que las precedentes firmas de DON JOSE P ALSINA OLIVA con D.N.I numero 46.208.324-J, en nombre y representación de ALSINA FORMS CO INC, de DON JAUME ALSINA OLVA con D.N.I numero 46.301.847-H y de DON IVAN HERNANDEZ MOLINA con D.N.I numero 43.694.221-V, las consue o legitimas por sido puestas en mi presencia, y hacen referencia al acta notarial de legitimación de firma en documento que va a surtir efectos fuera de España, autorizada por mi, en el día de hoy, bajo el número 753 de protocolo de instrumentos públicos, en la que los citados señores conocen y aceptan el precitado documento, que manifiestan los comparecientes que corresponde a un compromiso a firmar por la sociedad estadounidense "ALSINA FORMS, INC." como arrendataria de un local comercial frente a la entidad "THE HUNTINGTON NATIONAL BANK" por razón de la hipoteca obtenida por el propietario, "SMALL BORTHERS, LLC", frente a dicho Banco. ----- Número 271 del Libro indicador. -----



FE PÚBLICA NOTARIAL



[Handwritten signature]

0183370636

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BL5775327

12/2012

El presente folio es el agregado al documento en el que figura la firma de DOÑA ROCIO MAESTRE CAVANNA, Notario de BARCELONA, Colegio Notarial de Cataluña, en legitimación de firma de don Josep Alsina Oliva, don Jaume Alsina Oliva y don Ivan Hernández Molina, en documento de acuerdo entre ALSINA FORMS y THE HUNTINGTON NATIONAL BANK, conforme Acta número 753/2013, de 3 de junio de 2013.

APOSTILLE

(Convention de la Haye du 5 octobre 1961)

1. País: España
Country / Pays:

El presente documento público

This public document / Le présent acte public

2. ha sido firmado por DOÑA ROCIO MAESTRE CAVANNA
has been signed by
a été signé par

3. quien actúa en calidad de NOTARIO
acting in the capacity of
agissant en qualité de

4. y está revestido del sello/timbre de la Notaria
bears the seal / stamp of
est revêtu du sceau/timbre de

Certificado

Certified / Attesté

5. en BARCELONA
at / à

6. el día 10 de junio de 2013
the / le

7. por: DON ESTEBAN CUYÁS HENCHE, SECRETARIO DEL COLEGIO NOTARIAL DE CATALUÑA
By / par

8. bajo el número 29566/2013
Nº / sous nº

9. Sello / timbre:
Seal / stamp:
Sceau / timbre:

10. Firma:
Signature / Signature:



Esteban Cuyás Henche
Secretario

Esta Apostilla certifica únicamente la autenticidad de la firma, la calidad en que el signatario del documento haya actuado y, en su caso, la identidad del sello o timbre del que el documento público esté revestido.
Esta Apostilla no certifica el contenido del documento para el cual se expidió.

This Apostille only certifies the authenticity of the signature and the capacity of the person who has signed the public document, and, where appropriate, the identity of the seal or stamp which the public document bears.
This Apostille does not certify the content of the document for which it was issued.

Cette Apostille atteste uniquement la véracité de la signature, la qualité en laquelle le signataire de l'acte a agi et, le cas échéant l'identité du sceau ou timbre dont cet acte public est revêtu.
Cette Apostille ne certifie pas le contenu de l'acte pour lequel elle a été émise.

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IN WITNESS WHEREOF, Tenant and Lender have caused this instrument to be executed as of the day and year first above written.

Signed and delivered as
to Tenant in the presence of:

Witness

Witness

TENANT:

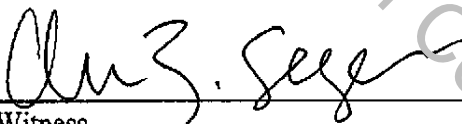
ALSINA FORMS CO., INC.

By: _____

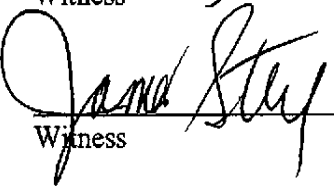
Name: _____

Its: _____

Signed and delivered as
to Lender in the presence of:




Witness



Witness

LENDER:

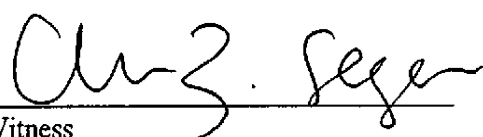
THE HUNTINGTON NATIONAL BANK

By:  _____

Name: Scott Lankford

Its: Assistant Vice President

Signed and delivered as
to Landlord in the presence of:



Witness




Witness

AGREED:

LANDLORD:

SMALL BROTHERS, LLC

By:  _____

Name: Mark Small

Its: Manager

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STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me the _____ day of _____ 2013, by _____, the _____ of **Alsina Forms Co., Inc.**, an Illinois corporation, on its behalf.

Notary Public

STATE OF OHIO)

COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me the 23rd day of April 2013, by Scott Lankford, Assistant Vice President, of **The Huntington National Bank**, a national banking association, on behalf of the association.

Notary Public

JASON M. SMITH, Atty.
NOTARY PUBLIC • STATE OF OHIO
My commission has no expiration date
Section 147.03 O.R.C.

STATE OF OHIO)

COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me the 23rd day of April 2013, by Mark Small, Manager, of **Small Brothers, LLC**, a Florida limited liability company, on behalf of the company.

Notary Public

JASON M. SMITH, Atty.
NOTARY PUBLIC • STATE OF OHIO
My commission has no expiration date
Section 147.03 O.R.C.

This instrument was prepared by:

McDonald Hopkins, LLC
600 Superior Ave., E.
Cleveland, Ohio 44114
Attn: Jason M. Smith