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Doc#: 1333029061 Fee: \$54.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 11/26/2013 12:12 PM Pg: 1 of 9

6/6
PREPARED BY AND WHEN
RECORDED RETURN TO:

4-30279
Leonard, Street and Deinard
Professional Association
150 South Fifth Street, Suite 2300
Minneapolis, MN 55402

Attention: Andrew P. Lee

SPACE ABOVE THIS LINE FOR RECORDER'S USE

PROJECT	SUITE	LEASE DATE(S)
TRINK PLACE - NORTHBROOK, IL	1384 MEADOW RID.	3/1/13 - 2/28/18

LEASE SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS LEASE SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "**Agreement**") is made by and among the party described as "Lender" on the signature page to this Agreement and its successors and/or assigns as holder of the "Instrument" (defined below) ("**Lender**"), the party described as "Landlord" on the signature page to this Agreement ("**Landlord**"), and the party described as "Tenant" on the signature page to this Agreement (the "**Tenant**"), and is dated effective as of the date of Lender's signature on the Signature Page hereto.

WHEREAS, Lender has made, intends to make or is the holder of a loan or loans (the "**Loan**") to or for the benefit of Landlord secured, among other things, by a Mortgage or Deed of Trust and an Assignment of Rents (as amended, renewed, replaced, increased and extended, the "**Instrument**") upon the above described Project and which is legally described in **Exhibit A** attached hereto (the "**Property**"), and Landlord has acquired or intends to acquire the Property subject to the terms of a lease dated as first indicated above between Tenant and an owner of the Property (the "**Lease**"), with respect to certain premises (the "**Premises**") which are part of the Property and Landlord has agreed to assign the Lease to Lender as additional collateral for the Loan.

NOW, THEREFORE, intending to be legally bound hereby, in consideration of the mutual promises and covenants of the parties hereto, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do mutually covenant and agree as follows:

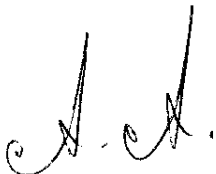
1. **Lease Subordination.** The Lease is and shall at all times hereafter be subject and subordinate in all respects to the Instrument and to all advances made thereunder unless the holder(s) thereof shall otherwise elect. Such subordination shall be effective as though the Lease shall have been executed after the execution of the Instrument and the due and proper recordation thereof.

2. **Lease Defaults.** Lender shall have the right (but not the obligation) to cure any default by Landlord under the Lease until the later of (i) thirty (30) days after the expiration of any grace period available to Landlord under the Lease, or (ii) sixty (60) days after Lender shall have received written notice from Tenant of such default, provided that, if such default is not capable of being cured by Lender within such period, Lender shall have such additional period of time as may be required within which to cure such default so long as Lender diligently proceeds with efforts to cure such default.

SNDA (RECORDABLE) • 1/02

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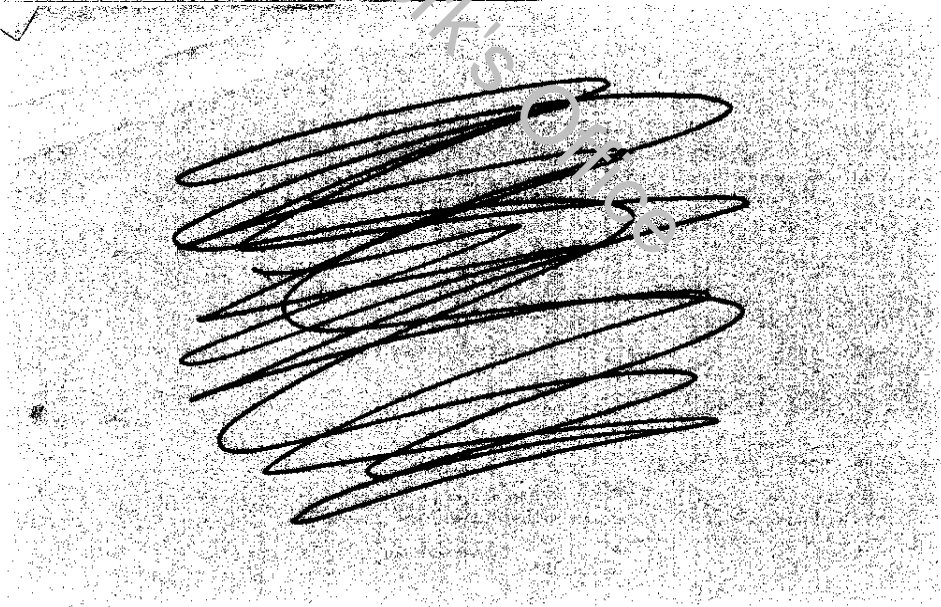
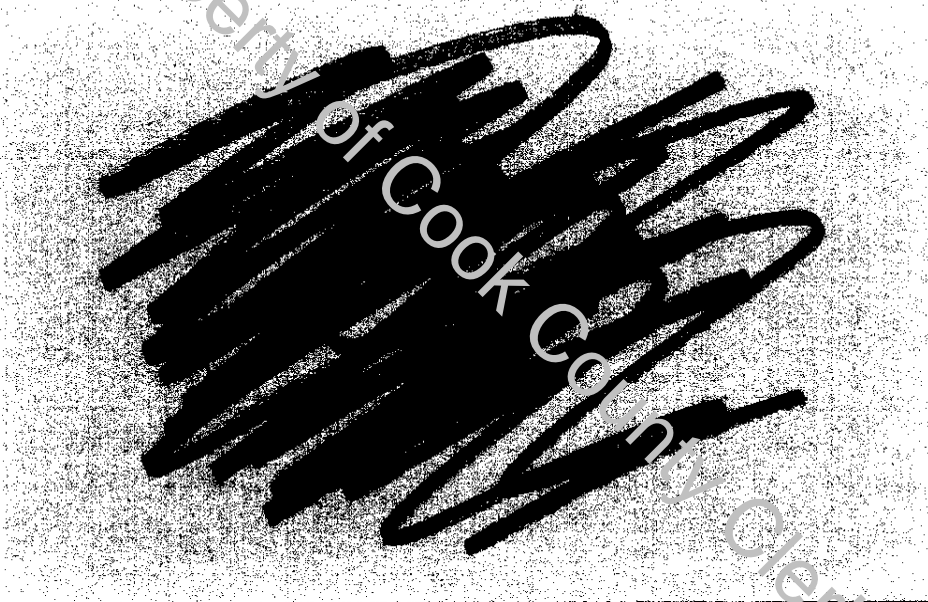
3. **Conditional Non-Disturbance.** So long as the Tenant is not in default (beyond any applicable cure period) in the payment of rent or additional rent (collectively, the "**Rent**") or in the performance of any of the terms, covenants or conditions of the Lease on the Tenant's part to be performed, Lender will not join the Tenant as a party defendant in any action or proceeding foreclosing the Instrument unless required to foreclose the Instrument and then only for such purpose and not for the purpose of terminating the Lease, and further, that in the event of a foreclosure the Tenant's possession of the Premises and the Tenant's rights and privileges under the Lease, or any extensions or renewals thereof which may be effected in accordance with the Lease, shall not be diminished or interfered with by Lender and the Tenant's occupancy of the Premises shall not be disturbed by Lender. Notwithstanding anything to the contrary herein or in the Lease, no Successor Landlord or its successors or assigns shall have any obligation whatsoever to complete any improvements or any work of restoration otherwise to be performed under the Lease or to reimburse or otherwise credit Tenant or any other party for any costs thereof; provided, however, if a Successor Landlord or its successors or assigns fails to complete any such improvements or restoration, Tenant shall have the right to terminate the Lease.
4. **Payment of Rent to Lender Under Certain Circumstances.** If Lender, prior to its acquisition of Landlord's title to the Property, shall at any time receive any part of the Rent or if Lender takes action to recover any part of the Rent, Lender shall not thereby become obligated to Tenant for the performance of any of the terms, covenants, conditions or agreements of Landlord under the Lease. Landlord and Tenant agree with Lender that Tenant shall pay the Rent directly to Lender upon Tenant's receipt of written notice from Lender of the exercise of such rights and Landlord hereby irrevocably authorizes and directs Tenant to make all such payments to Lender.
5. **Attornment.** Tenant shall attorn to and recognize as Tenant's landlord any purchaser at a foreclosure or judicial sale relating to the Instrument or debt secured thereby or any transferee by deed or assignment in lieu thereof (a "**Successor Landlord**"). Without further evidence of such attornment and recognition, Tenant shall be bound by and comply with all the terms, provisions, covenants and obligations contained in the Lease on its part to be performed.
6. **Lease Modifications.** Notwithstanding any provision to the contrary herein, in no event will Lender or Successor Landlord be bound by any purported amendment, modification, supplement, or termination of the Lease without the written consent of Lender, other than an extension or renewal of the Lease effected in accordance with the terms of the Lease.
7. **Limitation on Lender and Successor Landlord Liability.** In addition to, and not in lieu of all the provisions of this Agreement, neither Lender nor any Successor Landlord nor any of their respective successors or assigns shall in any way or to any extent: (a) be liable for any act or omission of any prior landlord (including Landlord) in contravention of any provision of the Lease, whether or not the same be continuing (provided that this limitation on liability is not intended to release a Successor Landlord from its obligations under Section 3 above or to provide other continuing utilities and services under the Lease); or (b) be subject to any offsets, claims or defenses which Tenant might have against any prior landlord (including Landlord); or (c) be bound by any Rent which Tenant might have paid for more than thirty (30) days in advance to any prior landlord (including Landlord); or (d) be in any way responsible for any deposit which was delivered to any prior landlord (including Landlord) but which was not subsequently delivered to Lender or Successor Landlord. In any such event, Tenant shall nonetheless continue to observe and perform all terms, covenants and provisions of the Lease on its part to be performed. Tenant shall have no recourse to any assets of Lender or Successor Landlord or of their successors or assigns, other than their respective interests in the Property.
8. **Notices.** All notices, demands or requests, and responses, required or permitted to be given pursuant to this Agreement shall be in writing and shall be sent by certified or registered mail, postage prepaid, return receipt requested, and addressed to the party at address set forth below, or at such other place as such parties or their successors or assigns may designate in a notice to the other parties. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice has been given shall constitute receipt of the notice, demand or request sent.



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9. **Miscellaneous.** This Agreement may not be modified in any manner other than by an agreement in writing executed by the parties hereto. In the event of a conflict between the Lease and this Agreement, the provisions of this Agreement shall govern. Tenant agrees to execute such other documents as Lender may deem reasonably necessary to subordinate the Lease to the lien of the Instrument and to confirm the other matters contained herein. This Agreement may be executed in counterparts, and if any provision of this Agreement shall be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

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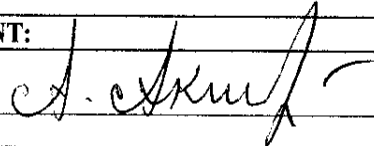
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LEASE SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT

SIGNATURE PAGE

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


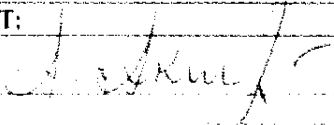


<p>LANDLORD:</p> <p>TEF SHERMER LLC</p> <hr/> <p>By: </p> <p>Name: <u>JONATHAN REEDER</u> FOR</p> <p>Its: <u>THE EQUITABLE GROUP, INC., MANAGER</u></p>	<p>TENANT:</p> <p></p> <hr/> <p>By: <u>Sarpino's Pizzeria Northbrook</u></p> <p>Name: <u>Aliaksandr Akulich</u></p> <p>Its: <u>President / owner</u></p>
<p>Landlord's Address for Notice Purposes:</p> <p><u>C/O THE EQUITABLE GROUP</u></p> <p><u>350 WEST HUBBARD</u></p> <p><u>SUITE 222</u></p> <p><u>CHICAGO, IL 60654</u></p>	<p>Tenant's Address for Notice Purposes:</p> <p><u>1384 Meadow Rd</u></p> <p><u>Northbrook, IL 60062</u></p>
<p>LENDER:</p> <hr/> <p>By: _____</p> <p>Name: _____</p> <p>Its: _____</p>	<p>Date: <u>November 8, 2013</u></p>
<p>Lender's Address for Notice Purposes:</p> <hr/> <p>_____</p> <p>_____</p>	

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LEASE SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT

SIGNATURE PAGE

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

<p>LANDLORD:</p> <p style="font-size: 1.2em; font-family: cursive;">TEF SHERMER LLC</p> <p>By </p> <p>Name <u>JOSH SKERZGA</u></p> <p>Its <u>FOR THE FAVORABLE GROUP, INC. MANAGER</u></p>	<p>TENANT:</p> <p style="font-size: 1.2em; font-family: cursive;"></p> <p>By </p> <p>Name <u>Aleksandra Akulich</u></p> <p>Its <u>President / OWNER</u></p>
<p>Landlord's Address for Notice Purposes:</p> <p> </p>	<p>Tenant's Address for Notice Purposes:</p> <p style="font-size: 1.2em; font-family: cursive;">154 Alhambra Rd SARASOTA FL 34232</p>
<p>LENDER:</p> <p style="font-size: 1.2em; font-family: cursive;">CFC Transaction LLC</p> <p>By </p> <p>Name <u>Michael E. Grant</u></p> <p>Its <u>Director, Capital Markets</u></p>	<p>Date <u>November 3, 2013</u></p>
<p>Lender's Address for Notice Purposes:</p> <p style="font-size: 1.2em; font-family: cursive;">Cohen Financial 227 W. Montrose ST STE 100 Chicago, IL 60606</p>	<p> </p>

PROPOSED BY COOK COUNTY CLERK'S OFFICE

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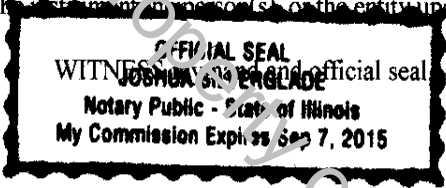
LEASE SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

ACKNOWLEDGMENTS • PAGE 1 OF 2 PAGES

LANDLORD ACKNOWLEDGMENT:

STATE OF IL, County of COOK: ss

On NOV. 15, 2013, before me, JOSH SILVERGLADE a Notary Public in and for said State, personally appeared JONATHAN BERGER, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



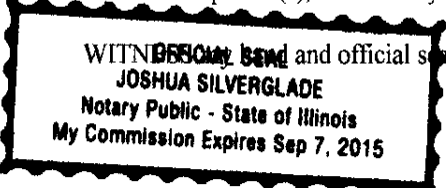
[Signature]
Notary Public

My commission expires: SEPT 7 2015
[SEAL]

TENANT ACKNOWLEDGMENT:

STATE OF IL, County of COOK: ss

On NOV 8th, 2013, before me, JOSH SILVERGLADE a Notary Public in and for said State, personally appeared Aleksandr Akulich personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



[Signature]
Notary Public

My commission expires: SEPT 7 2015
[SEAL]

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LEASE SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

ACKNOWLEDGMENTS • PAGE 2 OF 2 PAGES

LENDER ACKNOWLEDGMENT:

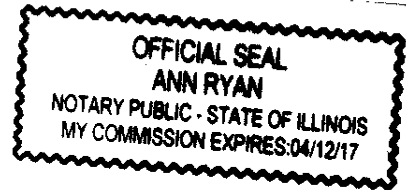
STATE OF Illinois, County of Cook: ss

On November 14, 2013, before me, Ann Ryan a Notary Public in and for said State, personally appeared Michael Grant; personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Ann Ryan
Notary Public

My commission expires: 4/12/17
[SEAL]



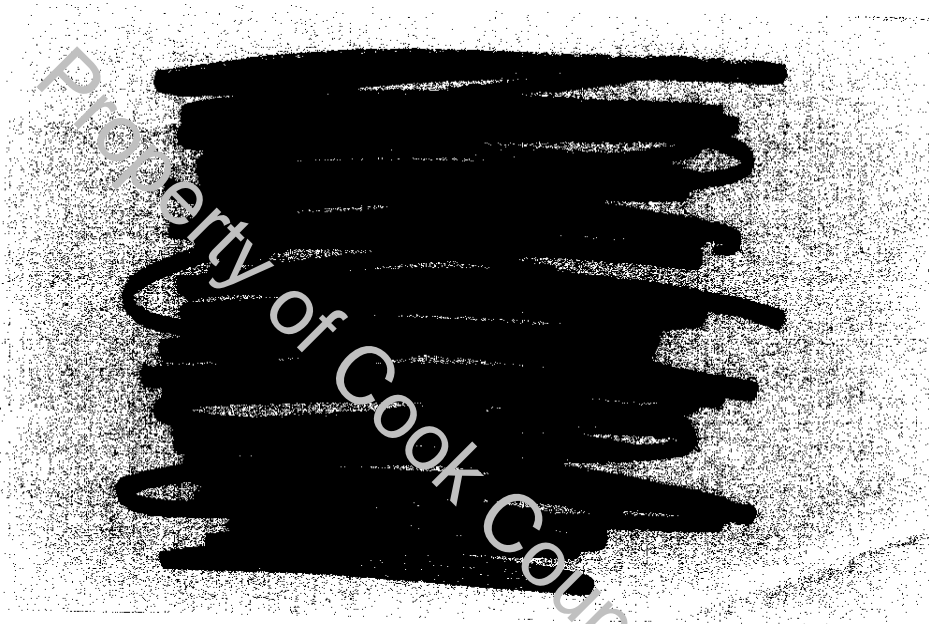
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~~CREATED BY:~~

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LEASE SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT

EXHIBIT A

LEGAL DESCRIPTION



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Real property in the City of Northbrook, County of Cook, State of Illinois, described as follows:

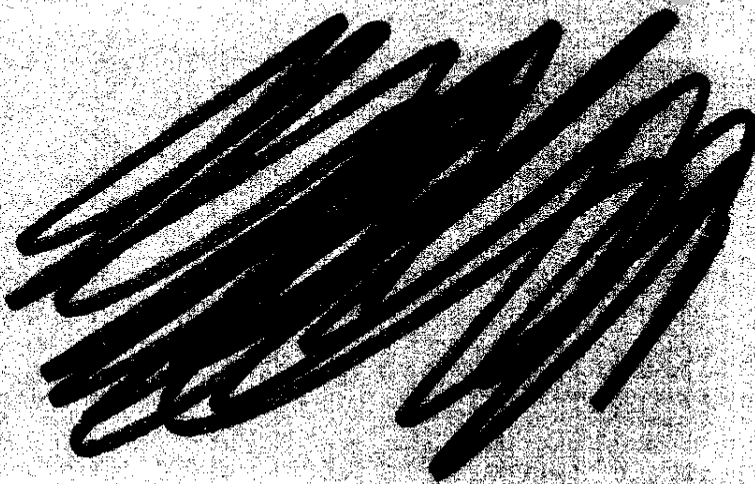
LOT 1 (EXCEPT THAT PART THEREOF CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION BY DEED RECORDED MARCH 9, 1995 AS DOCUMENT 95158158) AND ALL OF LOT 2 IN LORENZ SUBDIVISION, A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

1347 Shermer Road, and 1370, 1384 and 1398 Meadow Road, Northbrook, IL

Permanent Index Number: 04-10-302-026-0000 Vol. 132 (Lot 1)

Permanent Index Number: 04-10-302-027-0000 Vol. 132 (Lot 2)

Property of Cook County Clerk's Office

A large area of the document is redacted with multiple thick, horizontal black scribbles, obscuring the text underneath.A large area of the document is redacted with multiple thick, diagonal black scribbles, obscuring the text underneath.