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Prepared by and
RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Doc#: 1404934045 Fee: \$74.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 02/18/2014 01:16 PM Pg: 1 of 19

Pircher, Nichols & Meeks
1925 Century Park East, Suite 1700
Los Angeles, California 90067
Attn: Robert J. Cooper

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This Subordination, Non-Disturbance and Attornment Agreement (the "**Agreement**") is dated as of the 18 day of November, 2013, between THOROFARE ASSET BASED LENDING FUND II, L.P., a Delaware limited partnership, SILVER STREAM LLC, a Delaware limited liability company, and ASSET-BACKED LENDING PARTNERS, LP, a Delaware limited partnership (together with their successors and/or assigns, "**Lender**"), ALDI INC., an Illinois corporation ("**Tenant**"), and is consented to by Landlord (as defined below).

RECITALS

A. Tenant is the tenant under a certain lease dated as of November 11, 2008, as amended by that First Amendment to Lease Agreement dated July 20, 2009 (the "**Lease**") with Broadville, LLC, an Illinois limited liability company (together with all successors-in-interest, "**Landlord**") or its predecessor in interest, of premises described in the Lease (the "**Premises**") located at 1134 W. Granville Ave., Chicago, IL 60660, and more particularly described in Exhibit A attached hereto and made a part hereof.

B. This Agreement is being entered into in connection with a mortgage loan (the "**Loan**") heretofore made by Lender to Landlord, and secured by, among other things, a first priority mortgage (the "**Security Instrument**") on and of certain real property that includes the Premises (the "**Property**"), which Security Instrument was heretofore recorded with the clerk of the county in which the Property is located.

C. Tenant acknowledges that Lender will rely on this Agreement.

AGREEMENT

For mutual consideration, including the mutual covenants and agreements set forth below, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

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1. Tenant agrees that the Lease is and shall be subject and subordinate to the lien of the Security Instrument and to all present or future advances under the obligations secured thereby and all renewals, amendments, modifications, consolidations, replacements and extensions of the secured obligations and the Security Instrument, to the full extent of all amounts secured by the Security Instrument from time to time. Said subordination is to have the same force and effect as if the Security Instrument and such renewals, modifications, consolidations, replacements and extensions thereof had been executed, acknowledged, delivered and recorded prior to the Lease, any amendments or modifications thereof and any notice thereof. Notwithstanding the foregoing, Lender agrees that insurance proceeds and condemnation awards (or other similar awards arising from eminent domain proceedings) with respect to damage to or the condemnation (or similar taking) of any of the Premises, shall be applied in accordance with the terms of the Lease.

2. Lender agrees that, if the Lender exercises any of its rights under the Security Instrument, including an entry by Lender pursuant to the Security Instrument or a foreclosure of the Security Instrument, the Lease and the rights of Tenant thereunder shall continue in full force and effect and shall not be terminated or disturbed, so long as Tenant is not in default beyond any applicable grace period of any term, covenant or condition of the Lease.

3. Tenant agrees that, in the event of a foreclosure of the Security Instrument by Lender or the acceptance of a deed in lieu of foreclosure by Lender or any other succession of Lender to fee ownership, Tenant will attorn to and recognize Lender as its landlord under the Lease for the remainder of the term of the Lease (including all extension periods which have been or are hereafter exercised) upon the same terms and conditions as are set forth in the Lease, and Tenant hereby agrees to pay and perform all of the obligations of Tenant pursuant to the Lease.

4. Tenant agrees that, in the event Lender succeeds to the interest of Landlord under the Lease, Lender shall not be:

(a) liable for any act or omission of any prior Landlord (including, without limitation, the then defaulting Landlord), except for non-monetary defaults of a continuing nature which are related to any maintenance or repair issues, or

(b) subject to any defense or offsets which Tenant may have against any prior Landlord (including, without limitation, the then defaulting Landlord), except for exercise of rights expressly set forth in the Lease, or

(c) bound by any payment of rent or additional rent which Tenant might have paid for more than one month in advance of the due date under the Lease to any prior Landlord (including, without limitation, the then defaulting Landlord), or

(d) bound by any obligation to make any payment to Tenant which was required to be made prior to the time Lender succeeded to any prior Landlord's interest, or

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(e) accountable for any monies deposited with any prior Landlord (including security deposits), except to the extent such monies are actually received by Lender, or

(f) bound by any amendment or modification of the Lease made without the consent of Lender, which consent shall not be unreasonably withheld or delayed.

5. Tenant has incurred costs in the amount of \$360.00 for repairs resulting from a roof leak from the garage area of the Building. Landlord and Lender agree that out of the loan proceeds, \$360.00 shall be disbursed to Tenant as reimbursement.

6. Tenant hereby agrees to give to Lender copies of all notices of Landlord default(s) under the Lease in the same manner as, and whenever, Tenant shall give any such notice of default to Landlord, and no such notice of default shall be deemed given to Landlord unless and until a copy of such notice shall have been so delivered to Lender; Lender's address is provided below. Lender shall have the right to remedy any Landlord default under the Lease, or to cause any default of Landlord under the Lease to be remedied within the same cure period provided to Landlord under the Lease, or within 10 days after notice of the default is given to Lender. Tenant shall accept performance by Lender of any term, covenant, condition or agreement to be performed by Landlord under the Lease with the same force and effect as though performed by Landlord. Lender shall have the right, without Tenant's consent, to foreclose the Security Instrument or to accept a deed in lieu of foreclosure of the Security Instrument or to exercise any other remedies under the Security Instrument, subject to Tenant's rights under this Agreement.

7. Tenant hereby consents to the assignment of leases and rents from Landlord to Lender under the Security Instrument in connection with the Loan. Tenant acknowledges that the interest of the Landlord under the Lease is to be assigned to Lender solely as security for the purposes specified in said assignments, and Lender shall have no duty, liability or obligation whatsoever under the Lease or any extension or renewal thereof, either by virtue of said assignments or by any subsequent receipt or collection of rents thereunder, unless Lender shall specifically undertake such liability in writing or unless Lender or its designee or nominee becomes, and then only with respect to periods in which Lender or its designee or nominee becomes, the fee owner of the Premises. Tenant agrees that upon receipt of a written notice from Lender of a default by Landlord under the Loan, Tenant will thereafter, if requested by Lender, pay rent to Lender in accordance with the terms of the Lease.

8. Pursuant to the Lease, Landlord was required to pay a commission to Tenant's broker CBRE ("**Tenant's Broker**"). The amount of the commission is \$205,527.96. Such amount remains due and owing. Landlord and Lender agree that out of the loan proceeds, \$125,000.00 shall be disbursed to Tenant's Broker.

9. The term "**Lender**" as used herein includes any successor or assign of the named Lender herein, including without limitation, any co-lender at the time of making the Loan, any purchaser at a foreclosure sale and any transferee pursuant to a deed in lieu of foreclosure, and their successors and assigns, and the terms "**Tenant**" and "**Landlord**" as used herein include any successor and assign of the named Tenant and Landlord herein, respectively.

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10. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the extent necessary to be enforceable, or if such modification is not practicable, such provision shall be deemed deleted from this Agreement, and the other provisions of this Agreement shall remain in full force and effect.

11. Neither this Agreement nor any of the terms hereof may be terminated, amended, supplemented, waived or modified orally, but only by an instrument in writing executed by the party against which enforcement of the termination, amendment, supplement, waiver or modification is sought. This Agreement may be executed in counterparts. This Agreement shall be construed in accordance with the laws of the State of Illinois. The person executing this Agreement on behalf of Tenant is authorized by Tenant to do so and execution hereof is the binding act of Tenant enforceable against Tenant.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

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Witness the execution hereof as of the date first above written.

LENDER:

THOROFARE ASSET BASED LENDING FUND
II, L.P., a Delaware limited partnership

By: [Signature]
Name: Kevin Miller
Title: Managing Member

Notice Address:

Thorofare Asset Based Lending Fund II, L.P.
c/o Thorofare Capital, Inc.
601 South Figueroa Street
Suite 2050
Los Angeles, CA 900017

SILVER STREAM LLC,
a Delaware limited liability company

By: [Signature]
Name: MARK PENNA
Title: MANAGING MEMBER

Notice Address:

Silver Stream LLC
Attn: Mark Penna
One Penn Plaza, Suite 3406
New York, NY 10019

ASSET-BACKED LENDING PARTNERS, LP,
a Delaware limited partnership

By: _____
Name: _____
Title: _____

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Witness the execution hereof as of the date first above written.

LENDER:


THOROFARE ASSET BASED LENDING FUND II, L.P., a Delaware limited partnership

By: _____
Name: _____
Title: _____

Notice Address:

Thorofare Asset Based Lending Fund II, L.P.
c/o Thorofare Capital, Inc.
601 South Figueroa Street
Suite 2050
Los Angeles, CA 900017

SILVER STREAM LLC,
a Delaware limited liability company

By:  _____
Name: MARK PENNA
Title: MANAGING MEMBER

Notice Address:

Silver Stream LLC
Attn: Mark Penna
One Penn Plaza, Suite 3406
New York, NY 10019

ASSET-BACKED LENDING PARTNERS, LP,
a Delaware limited partnership

By: _____
Name: _____
Title: _____

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Witness the execution hereof as of the date first above written.

LENDER:

THOROFARE ASSET BASED LENDING FUND
II, L.P., a Delaware limited partnership

By: _____
Name: _____
Title: _____

Notice Address:

Thorofare Asset Based Lending Fund II, L.P.
c/o Thorofare Capital, Inc.
601 South Figueroa Street
Suite 2050
Los Angeles, CA 900017

SILVER STREAM LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

Notice Address:

Silver Stream LLC
Attn: Mark Penna
One Penn Plaza, Suite 3406
New York, NY 10019

ASSET-BACKED LENDING PARTNERS, LP,
a Delaware limited partnership

By: Jerry Sangda
Name: Jerry Sangda
Title: CFO of General Partner

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Notice Address:
Asset-Backed Lending Partners, LP
Attn: Jerry Sanada
Alliance Financial Group, Inc.
3390 Auto Mall Drive
Westlake Village, CA 91362


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TENANT:

ALDI INC.,
an Illinois corporation

By: 
Name: Scott S Becken
Title: Vice President

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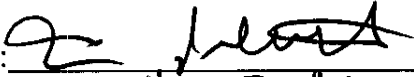


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The undersigned Landlord hereby consents to the foregoing Agreement and confirms the facts stated in the foregoing Agreement.

LANDLORD:

BROADVILLE, LLC,
an Illinois limited liability company

By: 
Name: William Platt
Title: Manager

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CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On Dec. 17, 2013 before me, M.C. McCoy, Notary Public,
(Here insert name and title of the officer)

personally appeared Kevin H. Miller

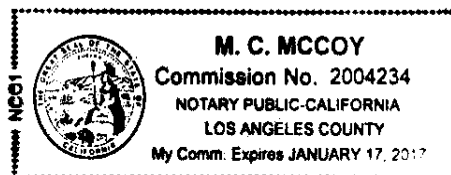
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he she they executed the same in his her their authorized capacity(ies), and that by his her their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Handwritten Signature]
 Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Title or description _____
(Title or description of attached document)

Title or description continued _____
(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

(Title)

- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public to acknowledge.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

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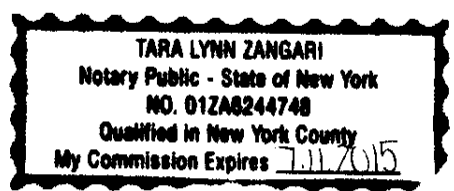
STATE OF NEW YORK)
)
COUNTY OF New York) ss
)

On Nov. 19, 2013, before me, Tara Zangari, a Notary Public, personally appeared Mark Penna, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Tara Zangari
Notary Public



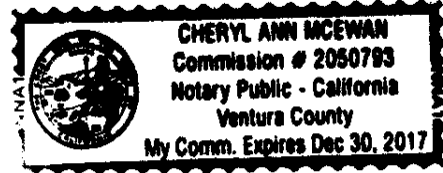
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STATE OF CALIFORNIA)
)
COUNTY OF Ventura) ss

On January 16, 2014, before me, Cheryl Ann McEwan, a Notary Public, personally appeared Jerry Sanada, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Cheryl A McEwan
Notary Public

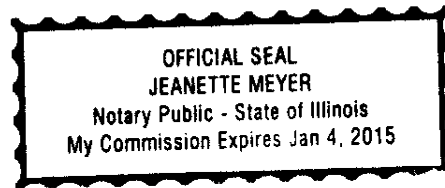
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STATE OF ILLINOIS)
)
COUNTY OF DuPage) ss
)

On November 15, 2013, before me, Jeanette Meyer, a Notary Public, personally appeared Scott Patton, Vice President of Aldi Inc., who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Jeanette Meyer
Notary Public

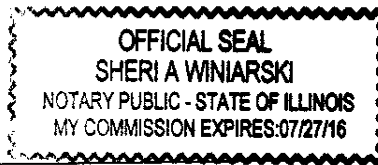


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STATE OF ILLINOIS)
) ss
COUNTY OF Cook)

On 11/18/13, before me, Sheri A. Winiarski, a Notary Public, personally appeared William J. Platt, who 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.



Sheri A. Winiarski
Notary Public

COUNTY OF _____) ss
)

On _____, before me, _____, a Notary Public, personally appeared _____, who 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.

Notary Public

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EXHIBIT "A"

DESCRIPTION OF LAND

[SEE ATTACHED]



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Legal Description of Premises

PARCEL 1

A PART OF BLOCK 5 IN COCHRAN'S SECOND ADDITION TO EDGEWATER, RECORDED JANUARY 7, 1909 AS DOCUMENT 4311115, IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS, AND THAT PORTION OF THE ALLEY ADJOINING LOTS 18 & 19 IN SAID BLOCK 5, VACATED BY DOCUMENT 0629210106, RECORDED OCTOBER 19, 2006 IN SAID OFFICE OF THE RECORDER, BEING A PART OF THE EAST HALF OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING ABOVE THE HORIZONTAL PLANE HAVING AN ELEVATION OF +9.2 FEET, (THIS AND ALL SUBSEQUENT ELEVATIONS BASED ON CHICAGO CITY DATUM, ESTABLISHED FROM CHICAGO STANDARD BENCH MONUMENT #234) AND BELOW THE HORIZONTAL PLANE HAVING AN ELEVATION OF +24.5 FEET AND LYING WITHIN THE HORIZONTAL BOUNDARY, PROJECTED VERTICALLY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID BLOCK 5, THENCE NORTH 00°00'56" EAST (THIS AND ALL SUBSEQUENT BEARINGS BASED ON THE WEST LINE SAID BLOCK 5 AS BEING NORTH 00°00'56" EAST, AS SHOWN ON SAID DOCUMENT 0629210106), 134.39 FEET ALONG THE WEST LINE OF SAID BLOCK 5; THENCE SOUTH 89°25'56" EAST, 1.58 FEET TO A POINT HEREBY DESIGNATED AS POINT "A" AND THE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE NORTH 00°24'30" EAST, 109.14 FEET; THENCE SOUTH 89°31'37" EAST, 91.68 FEET; THENCE SOUTH 00°23'33" EAST, 13.09 FEET; THENCE SOUTH 89°27'46" EAST, 36.98 FEET; THENCE SOUTH 51°32'20" EAST, 16.34 FEET; THENCE SOUTH 00°26'26" WEST, 83.33 FEET; THENCE NORTH 89°10'00" WEST, 7.03 FEET; THENCE SOUTH 00°07'49" WEST, 10.13 FEET; THENCE NORTH 89°33'52" WEST, 73.98 FEET; THENCE NORTH 01°12'58" EAST, 9.69 FEET; THENCE NORTH 89°11'07" WEST, 18.41 FEET; THENCE SOUTH 00°57'55" WEST, 2.36 FEET; THENCE NORTH 89°25'56" WEST, 42.40 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

PARCEL 2

THAT PART OF SAID PARCEL 1, LYING ABOVE THE HORIZONTAL PLANE HAVING AN ELEVATION OF +24.5 FEET AND BELOW THE HORIZONTAL PLANE HAVING AN ELEVATION OF +29.5 FEET AND LYING WITHIN THE HORIZONTAL BOUNDARY, PROJECTED VERTICALLY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE AFOREMENTIONED POINT "A", THENCE NORTH 00°24'30" EAST, 63.92 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION;

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THENCE CONTINUING NORTH 00°24'30" EAST, 45.22 FEET; THENCE SOUTH 89°31'37" EAST, 42.08 FEET; THENCE SOUTH 00°24'30" WEST, 45.17 FEET; THENCE NORTH 89°35'30" WEST, 42.08 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

PARCEL 3

THAT PART OF SAID PARCEL 1, LYING ABOVE THE HORIZONTAL PLANE HAVING AN ELEVATION OF +24.5 FEET AND BELOW THE THREE DIMENSIONAL PLANE LYING WITHIN THE HORIZONTAL BOUNDARY, PROJECTED VERTICALLY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE AFOREMENTIONED POINT "A", THENCE NORTH 00°24'30" EAST, 63.92 FEET; THENCE SOUTH 89°35'30" EAST, 42.08 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, SAID POINT HAVING AN ELEVATION OF +29.5;

THENCE NORTH 00°24'30" EAST, 45.17 FEET TO A POINT HAVING AN ELEVATION OF +29.5 FEET; THENCE SOUTH 89°31'37" EAST, 37.95 FEET TO A POINT HAVING AN ELEVATION OF +32.1 FEET; THENCE SOUTH 00°24'30" WEST, 45.12 FEET TO A POINT HAVING AN ELEVATION OF +32.1; THENCE NORTH 89°35'30" WEST, 37.95 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

PARCEL 4

THAT PART OF SAID PARCEL 1, LYING ABOVE THE HORIZONTAL PLANE HAVING AN ELEVATION OF +24.5 FEET, SAID CITY DATUM, AND BELOW THE HORIZONTAL PLANE HAVING AN ELEVATION OF +32.1 FEET, AND LYING WITHIN THE HORIZONTAL BOUNDARY, PROJECTED VERTICALLY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE AFOREMENTIONED POINT "A", THENCE NORTH 00°24'30" EAST, 63.92 FEET; THENCE SOUTH 89°35'30" EAST, 80.05 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE NORTH 00°24'30" EAST, 45.13 FEET; THENCE SOUTH 89°31'37" EAST, 11.65 FEET; THENCE SOUTH 00°23'33" EAST, 13.09 FEET; THENCE SOUTH 89°27'46" EAST, 27.49 FEET; THENCE SOUTH 00°24'30" WEST, 31.96 FEET; THENCE NORTH 89°35'30" WEST, 39.31 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

PARCEL 5

THAT PART OF SAID PARCEL 1, LYING ABOVE THE HORIZONTAL PLANE HAVING AN ELEVATION OF +24.5 FEET AND BELOW THE THREE DIMENSIONAL PLANE LYING WITHIN THE HORIZONTAL BOUNDARY, PROJECTED VERTICALLY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE AFOREMENTIONED POINT "A" SAID POINT HAVING AN ELEVATION OF +25.0 FEET; THENCE NORTH 00°24'30" EAST, 63.92 FEET; THENCE SOUTH 89°35'30" EAST, 59.67 FEET TO A POINT HAVING AN ELEVATION OF

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+29.5 FEET; THENCE SOUTH 00°24'30" WEST, 61.80 FEET TO A POINT HAVING AN ELEVATION OF +25.2 FEET; THENCE NORTH 89°11'07" WEST, 17.25 FEET TO A POINT HAVING AN ELEVATION OF +25.2 FEET; THENCE SOUTH 00°57'55" WEST, 2.36 FEET TO A POINT HAVING AN ELEVATION OF +25.0 FEET; THENCE NORTH 89°25'56" WEST, 42.40 FEET TO THE POINT OF BEGINNING.

Commonly known as:
1134 W. Granville Avenue,
Chicago, IL 60660

Permanent Index Numbers:
14-05-204-026-0000 and 14-05-204-027-0000

Property of Cook County Clerk's Office