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Prepared By And Upon
Recordation Return To:

Ginsberg Jacobs LLC
300 South Wacker Drive
Suite 2750
Chicago, Illinois 60606
Attention: Darryl P. Jacobs

Doc#: 1425819070 Fee: \$60.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 09/15/2014 11:22 AM Pg: 1 of 12

(Space above this line reserved for Recorder's use.)

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (the "**Agreement**") made as of this 12th day of September, 2014, by **PEOPLE AGAINST DIRTY MANUFACTURING, PBC**, a Delaware corporation having an office at 720 E. 111th Street, Chicago, Illinois 60628 ("**Tenant**"); **BROWNFIELD REVITALIZATION XXXIV, LLC**, a Delaware limited liability company, or its assignee ("**Brownfield XXXIV**"), having an office at 111 East Hargett Street, Suite 300, Raleigh, North Carolina 27601, **CDF SUBALLOCATEE XXIV, LLC**, an Illinois limited liability company ("**CDF XXIV**"), having an office at c/o Chicago Development Fund, c/o Department of Planning and Development, City of Chicago 121 North LaSalle Street, Room 1000 Chicago, Illinois 60602, and **ILLINOIS FINANCE AUTHORITY DEVELOPMENT FUND NFP**, an Illinois not-for profit corporation ("**IFA**"), having an office at 180 North Stonson Avenue, Suite 2555, Chicago, Illinois 60601 (Brownfield XXXIV, CDF XXIV and IFA are referred to herein collectively as "**Lender**"), and **PEOPLE AGAINST DIRTY PROPERTY MANAGEMENT, LLC**, a Delaware limited liability company having an office at 720 E. 111th Street, Chicago, Illinois 60628 ("**Landlord**").

A. Lender is the owner and holder of a mortgage or other similar security instrument (either, the "**Security Instrument**"), covering, among other things, a fee simple interest in the real property commonly known and described as 720 E. 111th Street, Chicago, IL 60628 and further described on EXHIBIT A attached hereto and made a part hereof for all purposes, and the building and improvements thereon (collectively, the "**Property**").

B. Tenant is the lessee under that certain Real Estate Lease between Landlord and Tenant dated as of September 12, 2014, ("**Lease**"), demising a portion of the Property described more particularly in the Lease ("**Leased Premises**").

C. Tenant and Lender desire to enter into the following agreements with respect to the priority of the Lease and Security Instrument.

NOW, THEREFORE, in consideration of the mutual promises of this Agreement, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Subordination. Tenant agrees that the Lease, and all estates, options and rights created under the Lease, hereby are subordinated and made subject to the lien and effect of the Security Instrument, as if the Security Instrument had been executed and recorded prior to the Lease. Tenant covenants and agrees with Lender, that Tenant shall execute and deliver such further or other instruments subordinating the Lease, and all renewals and extensions thereof, to the lien of any mortgage or deed of trust that replaces the Security Agreement described above and that the right, title, interest and claim of Tenant shall be and remain at all times subject and subordinate to the lien of the mortgage or deed of trust that replaces the above described Security Instrument for all advances made and to be made under the provisions of said replacement mortgage or deed of trust or the Loan Agreement, note or notes secured thereby for all other purposes specified therein,

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subject, however, to the holder of the replacement mortgage or deed of trust executing a non disturbance agreement in substantially the same form as hereinafter provided.

2. Nondisturbance. Lender agrees that no foreclosure (whether judicial or nonjudicial), deed-in-lieu of foreclosure, or other sale of the Property in connection with enforcement of the Security Instrument or otherwise in satisfaction of the underlying loan shall operate to terminate the Lease or Tenant's rights thereunder to possess and use the leased space provided, however, that the following conditions are satisfied (a) the term of the Lease has commenced, (b) Tenant is in possession of the premises demised pursuant to the Lease, and (c) the Lease is in full force and effect and no uncured default exists under the Lease.

3. Attornment. Tenant agrees to attorn to and recognize as its landlord under the Lease each party acquiring legal title to the Property by foreclosure (whether judicial or nonjudicial) of the Security Instrument, deed-in-lieu of foreclosure, or other sale in connection with enforcement of the Security Instrument or otherwise in satisfaction of the underlying loan, including Lender ("**Successor Owner**"). Provided that the conditions set forth in Section 2 above are met at the time Successor Owner becomes owners of the Property, Successor Owner shall perform all obligations of the landlord under the Lease arising from and after the date title to the Property was transferred to Successor Owner. In no event, however, will any Successor Owner be: (a) liable for any default, act or omission of any prior landlord under the Lease, (except that Successor Owner shall not be relieved from the obligation to cure any defaults which are non-monetary and continuing in nature (provided Successor Owner received notice and opportunity to cure such defaults), and such that Successor Owner's failure to cure would constitute a continuing default under the Lease); (b) subject to any offset or defense which Tenant may have against any prior landlord under the Lease; (c) bound by any payment of rent or additional rent made by Tenant to Landlord more than one (1) month in advance; (d) bound by any modification or supplement to the Lease, or waiver of Lease terms, made without Lender's written consent thereto; (e) liable for the return of any security deposit or other prepaid charge paid by Tenant under the Lease, except to the extent such amounts were actually received by Lender; (f) liable or bound by any right of first refusal or option to purchase all or any portion of the Property; (g) liable for construction or completion of any improvements to the Property or as required under the Lease for Tenant's use and occupancy (whenever arising); or (h) liable for any representation or warranty made by Landlord in the Lease. Although the foregoing provisions of this Agreement are self-operative, Tenant agrees to execute and deliver to Lender or any Successor Owner such further instruments as Lender or a Successor Owner may from time to time request in order to confirm this Agreement. If any liability of Successor Owner does arise pursuant to this Agreement, such liability shall be limited to Successor Owner's interest in the Property.

4. Rent Payments; Notice to Tenant Regarding Rent Payments. Tenant agrees not to pay rent more than one (1) month in advance. After notice is given to Tenant by Lender that Landlord is in default under the Security Instrument and that the rentals under the Lease should be paid to Lender pursuant to the assignment of leases and rents granted by Landlord to Lender in connection therewith, Tenant shall hereafter pay to Lender all rent and all other amounts due or to become due to Landlord under the Lease, and Landlord hereby expressly authorizes Tenant to make such payments to Lender upon reliance on Lender's written notice (without any inquiry into the factual basis for such notice or any prior notice to or consent from Landlord) and hereby releases Tenant from all liability to Landlord in connection with Tenant's compliance with Lender's written instructions.

5. Lender Opportunity to Cure Landlord Defaults. Tenant agrees that, until the Security Instrument is released by Lender, it will not exercise any remedies under the Lease following a Landlord default without having first given to Lender (a) written notice of the alleged Landlord default and (b) the opportunity to cure such default within the time periods provided for cure by Landlord (but not less than thirty (30) days), measured from the time notice is given to Lender. Tenant acknowledges that Lender is not obligated to cure any Landlord default, but if Lender elects to do so, Tenant agrees to accept cure by Lender as that of Landlord under the Lease and will not exercise any right or remedy under the Lease for a Landlord default. Performance rendered by Lender on Landlord's behalf is without prejudice to Lender's rights against

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Landlord under the Security Instrument or any other documents executed by Landlord in favor of Lender in connection with the Loan.

6. Lease Amendment. The Lease shall not be assigned, modified, amended or terminated by Tenant (except a termination, modification, amendment or assignment that is specifically permitted in the Lease without Lender's consent, or is specifically provided for in the Lease such as a renewal option), without Lender's prior written consent in each instance, which consent shall not be unreasonably withheld, conditioned or delayed.

7. Insurance Proceeds and Condemnation Awards. Notwithstanding anything to the contrary contained in this Agreement or the Lease, the terms of the Security Instrument and all other documents executed in connection with the loan evidenced by such Security Instrument shall continue to govern with respect to the disposition of any insurance proceeds or condemnation awards, and any obligations of Landlord to restore the Property following a casualty or condemnation shall, insofar as they apply to Lender, be limited to the amount of any insurance proceeds or condemnation awards received by Lender after the deduction of all costs and expenses incurred in obtaining such proceeds or awards. Following the foreclosure or deed in lieu of foreclosure of the Security Instrument, the provisions of this section shall remain in full force and effect.

8. Miscellaneous.

(a) Notices.

Except in the case of notices and other communications expressly permitted to be given by telephone, all notices and other communications provided for hereunder shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by facsimile, as follows:

If to Tenant	People Against Dirty Manufacturing, PBC 637 Commercial Street, Suite 300 San Francisco, California 94111 Attn: Paul Yee Facsimile: (415) 568-4692
With a copy to:	Ginsberg Jacobs LLC 300 South Wacker Drive, Suite 2450 Chicago, Illinois 60606 Attn: Darryl P. Jacobs Facsimile: (312) 660-9612
If to Landlord	People Against Dirty Property Management, LLC 637 Commercial Street, Suite 300 San Francisco, California 94111 Attn: Paul Yee Facsimile: (415) 568-4692
with a copy to:	Ginsberg Jacobs LLC 300 South Wacker Drive, Suite 2450 Chicago, Illinois 60606 Attn: Darryl P. Jacobs Facsimile: (312) 660-9612
If to CDF XXIV:	CDF Suballocatee XXII, LLC

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c/o Chicago Development Fund
 c/o Department of Planning and Development
 City of Chicago
 121 North LaSalle Street, Room 1000
 Chicago, Illinois 60602
 Attn: Commissioner, Department of Planning and Development
 Facsimile: (312) 747-9207
 Attention: Managing Deputy Commissioner for Bureau of
 Economic Development Department of Planning and Development
 Facsimile: (312) 747-2314

With a copy to: S.B. Friedman & Company
 221 North LaSalle Street, Suite 820
 Chicago, Illinois 60601
 Attention: Tony Q. Smith
 Facsimile: (312) 424-4262

And a copy to: Perkins Coie, LLP
 131 South Dearborn, Suite 1700
 Chicago, Illinois 60603
 Attention: Robert D. Stephan
 Facsimile: (312) 324-9626

If to Brownfield XXXIV: Brownfield Revitalization XXXIV, LLC
 111 East Hargett Street, Suite 300
 Raleigh, North Carolina 27601
 Attn: Bret Batchelder
 Fax: (919) 743-2501

With copy to: Dentons US LLP
 233 South Wacker Drive, Suite 1800
 Chicago, Illinois 60606-6404
 Attn: Scott Lindquist
 Fax: (312) 876-7934

If to IFA: Illinois Finance Authority
 P.O. Box 641187
 Chicago, Illinois 60601
 Attention: Rich Frampton

With copy to: Foley & Lardner LLP
 150 East Gilman Street, Suite 5000
 Madison, Wisconsin 53703
 Attention: Wayman Lawrence
 Fax: (608) 258-4258

All notices and other communications given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been given on the date of receipt.

(b) Entire Agreement; Modification. This Agreement is the entire agreement between the parties relating to the subordination and nondisturbance of the Lease, and supersedes and replaces all prior discussions, representations and agreements (oral and written) with respect to the subordination and nondisturbance of the Lease. This Agreement controls any conflict between the terms of this Agreement and

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the Lease. This Agreement may not be modified, supplemented or terminated, nor any provision hereof waived, unless by written agreement of Lender and Tenant, and then only to the extent expressly set forth in such writing.

(c) Binding Effect. This Agreement binds and inures to the benefit of each party hereto and their respective heirs, executors, legal representatives, successors and assigns, whether by voluntary action of the parties or by operation of law.

(d) Unenforceability. Any provision of this Agreement which is determined by a government body or court of competent jurisdiction to be invalid, unenforceable or illegal shall be ineffective only to the extent of such holding and shall not affect the validity, enforceability or legality of any other provision, nor shall such determination apply in any circumstance or to any party not controlled by such determination.

(e) Construction of Certain Terms. Defined terms used in this Agreement may be used interchangeably in singular or plural form, and pronouns cover all genders. Unless otherwise provided herein, all days from performance shall be calendar days, and a "business day" is any day other than Saturday, Sunday and days on which Lender is closed for legal holidays, by government order or weather emergency.

(f) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together constitute a fully executed agreement even though all signatures do not appear on the same document. The failure of any party hereto to execute this Agreement, or any counterpart hereof, shall not relieve the other signatories from their respective obligations hereunder.

8. Governing Law and Construction. This Agreement shall be deemed to be made under the internal laws of the State of Illinois and shall be construed in accordance with and governed by the laws of said State, without regard to the choice of law rules of that State, except to the extent that any of such laws may now or hereafter be preempted by Federal law. Whenever possible, each provision of this Agreement and any other statement, instrument or transaction contemplated hereby or relating hereto shall be interpreted in such manner as to be effective and valid under such applicable law, but, if any provision of this Agreement or any other statement, instrument or transaction contemplated hereby or relating hereto shall be held to be prohibited or invalid under such applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement or any other statement, instrument or transaction contemplated hereby or thereby or relating hereto. The parties shall endeavor in good-faith negotiations to replace any invalid, illegal or unenforceable provisions with a valid provision the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provision.

9. Jurisdiction/Enforcement. The parties hereto acknowledge and agree that this Agreement and the duties and obligations of the parties hereto shall be enforceable against Landlord, Tenant or Lender in any of the following forums: the United States District Court for the Northern District of Illinois or the Circuit Court of Cook County, First Municipal District.

10. Lease Requirements. Tenant agrees that this Agreement satisfies any requirement of Landlord or Lender to provide Tenant with a non-disturbance agreement under the terms of the Lease.


[Signatures on the Following Page]

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

LANDLORD:

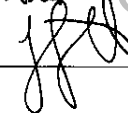
PEOPLE AGAINST DIRTY PROPERTY MANAGEMENT, LLC,
A Delaware limited liability company

By: 
Name: PAUL YEE
Title: TREASURER

STATE OF CALIFORNIA
) ss.
COUNTY OF SAN FRANCISCO

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that PAUL YEE, the Authorized Signatory of **PEOPLE AGAINST DIRTY PROPERTY MANAGEMENT, LLC**, personally known to me to be the same individual whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Given under my hand and official seal this 29 day of August 2014.

 Lindsay Swancutt
Notary Public



Commission expires: May 10, 2018


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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

TENANT:

PEOPLE AGAINST DIRTY MANUFACTURING, PBC


A Delaware public benefit corporation

By: 
 Name: PAUL VEE
 Title: TREASURER

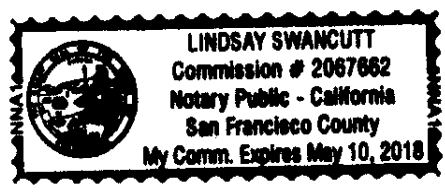
STATE OF CALIFORNIA
) ss.
 COUNTY OF SAN FRANCISCO

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that PAUL VEE, the Authorized Signatory of **PEOPLE AGAINST DIRTY MANUFACTURING, PBC**, personally known to me to be the same individual whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Given under my hand and official seal this 29 day of AUGUST, 2014.


 Notary Public

Commission expires: May 10, 2018




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LENDERS:

CDF XXIV:

CDF SUBALLOCATEE XXIV, LLC,
an Illinois limited liability company

By: CDF Management LLC, an Illinois
limited liability company, its Managing Member

By: 

Aarti Kotak, Vice President and
Secretary-Treasurer

Property of Cook County Clerk's Office

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ACKNOWLEDGMENT

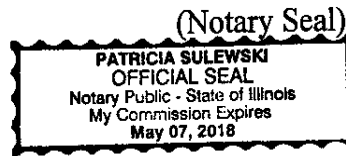
STATE OF)
) ss:
COUNTY OF)

On Sept 12, 2014, before me, Patricia Sulewski, a Notary Public, personally appeared AARTI KOTAK, SECRETARY-TREASURER of CDF Management LLC, an Illinois limited liability company, 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 she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Patricia Sulewski
Signature of Notary



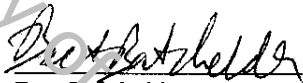
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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**BROWNFIELD XXXIV:
BROWNFIELD REVITALIZATION XXXIV, LLC,**
a Delaware limited liability company

By: Brownfield Revitalization, LLC,
a Delaware limited liability company,
its managing member

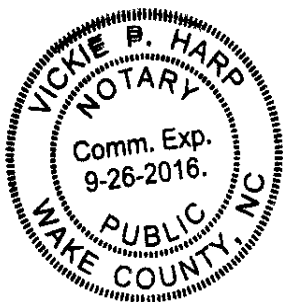
By: Cherokee Investment Partners, LLC,
a Delaware limited liability company,
its manager


By: 
Bret Batchelder
Managing Director

STATE OF North Carolina)
) SS.
COUNTY OF Wake)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Bret Batchelder, the Managing Director of Cherokee Investment Partners, LLC, the manager of Brownfield Revitalization, LLC, the managing member of **BROWNFIELD REVITALIZATION XXXIV, LLC**, personally known to me to be the same individual whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Given under my hand and official seal this 28 day of August, 2014.




Notary Public
Vickie P. Harp
Commission expires: 9-26-2016

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EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL 1: LOT 5 IN PULLMAN PARK – PHASE 2, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 14 AND THE SOUTHEAST QUARTER OF SECTION 15, ALL IN TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED 12/6/2013 AS DOCUMENT 1334039070.

PARCEL 2: EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR ACCESS AS CREATED BY PLAT OF PULLMAN PARK – PHASE 2 RECORDED DECEMBER 6, 2013 AS DOCUMENT 1334039070 AND BY DECLARATION AND GRANT OF EASEMENT MADE BY CHICAGO NEIGHBORHOOD INITIATIVES, INC., RECORDED DECEMBER 11, 2013 AS DOCUMENT 1334510072.

COMMONLY KNOWN AS: 720 E. 111TH STREET, CHICAGO, ILLINOIS 60628

25-14-300-018-0000

25-15-406-024-0000

2013 Numbers: 25-14-300-023
25-15-406-052