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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 11/13/2014 10:11 AM Pg: 1 of 10

Property of Cook County Clerk's Office

SUBORDINATION, NON-DISTURBANCE AND ATTORNEY AGREEMENT

RIALTO MORTGAGE FINANCE, LLC
(Lender)

and

THE HERTZ CORPORATION
(Tenant)

ORNTIC File Number: 1453945
Old Republic National Title
20 South Clark, Suite 2000
Chicago, IL 60603
312/641-7799

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RIALTO MORTGAGE FINANCE, LLC
(Lender)

And

The Hertz Corporation
(Tenant)

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

Dated: October 31, 2014

Location: 905 East Rand Road, Suite 300
Mt. Prospect, Illinois

UPON RECORDATION
RETURN TO:

Cassin & Cassin LLP
711 Third Avenue, 20th Floor
New York, New York 10017
Attention: Recording Department

1453945 80 + 11

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SUBORDINATION, NONDISTURBANCE AND ATTORNMENMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT (the "**Agreement**") is made as of the ~~31st~~ day ~~October~~, 2014 by and between **RIALTO MORTGAGE FINANCE, LLC**, a Delaware limited liability company, its successors and assigns, having an address at 600 Madison Avenue, 12th Floor, New York, New York 10022 ("**Lender**") and The Hertz Corporation, having an address at 3181 North Bay Village, Bonita Springs, FL 34135, ("**Tenant**").

RECITALS:

A. Tenant is the holder of a leasehold estate in a portion of the property known as Sunrise Plaza, located at 905 East Rand Road, Suite 300, Mount Prospect, Illinois, as more particularly described on Schedule A (the "**Property**") under and pursuant to the provisions of a certain lease dated September 26, 2003 between Sunrise Plaza, Mount Prospect IL, LLC, or its predecessor in interest, as landlord ("**Landlord**") and Tenant or its predecessor in interest, as tenant (as amended through the date hereof, the "**Lease**");

B. The Property is or is to be encumbered by one or more mortgages, deeds of trust, deeds to secure debt or similar security agreements (collectively, the "**Security Instrument**") from Landlord, or its successor in interest, in favor of Lender; and

C. Tenant has agreed to subordinate the Lease to the Security Instrument and to the lien thereof and Lender has agreed to grant non-disturbance to Tenant under the Lease on the terms and conditions hereinafter set forth.

AGREEMENT:

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Subordination. The Lease shall be subject and subordinate in all respects to the lien and terms of the Security Instrument, to any and all advances to be made thereunder and to all renewals, modifications, consolidations, replacements and extensions thereof.

2. Nondisturbance. So long as Tenant pays all rents and other charges as specified in the Lease and is not otherwise in default (beyond applicable notice and cure periods) of any of its obligations and covenants pursuant to the Lease, Lender agrees for itself and its successors in interest and for any other person acquiring title to the Property through a foreclosure (an "**Acquiring Party**"), that Tenant's possession of the premises as described in the Lease will not be disturbed during the term of the Lease, as said term may be extended pursuant to the terms of the Lease or as said premises may be expanded as specified in the Lease, by reason of a foreclosure. For purposes of this agreement, a "foreclosure" shall include (but not be limited to) a sheriff's or trustee's sale under the power of sale contained in the Security Instrument, the termination of any superior lease of the Property and any other transfer of the Landlord's interest in the Property under peril of foreclosure, including, without limitation to the generality of the foregoing, an assignment or sale in lieu of foreclosure.

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3. Attornment. Tenant agrees to attorn to, accept and recognize any Acquiring Party as the landlord under the Lease pursuant to the provisions expressly set forth therein for the then remaining balance of the term of the Lease, and any extensions thereof as made pursuant to the Lease. The foregoing provision shall be self-operative and shall not require the execution of any further instrument or agreement by Tenant as a condition to its effectiveness. Tenant agrees, however, to execute and deliver, at any time and from time to time, upon the request of the Lender or any Acquiring Party any reasonable instrument which may be necessary or appropriate to evidence such attornment.

4. No Liability. Notwithstanding anything to the contrary contained herein or in the Lease, it is specifically understood and agreed that neither the Lender, any receiver nor any Acquiring Party shall be: (a) liable for any act, omission, negligence or default of any prior landlord (other than to cure defaults of a continuing nature with respect to the maintenance or repair of the demised premises or the Property); provided, however, that any Acquiring Party shall be liable and responsible for the performance of all covenants and obligations of landlord under the Lease accruing from and after the date that it takes title to the Property; (b) except as set forth in clause (a) above, liable for any failure of any prior landlord to construct any improvements; (c) subject to any offsets, credits, claims or defenses which Tenant might have against any prior landlord; (d) bound by any rent or additional rent which is payable on a monthly basis and which Tenant might have paid for more than one (1) month in advance to any prior landlord; or (e) be liable to Tenant hereunder or under the terms of the Lease beyond its interest in the Property.

Notwithstanding the foregoing, Tenant reserves its rights to any and all claims or causes of action against such prior landlord for prior losses or damages and against the successor landlord for all losses or damages arising from and after the date that such successor landlord takes title to the Property.

5. Rent. Tenant has notice that the Lease and the rents and all other sums due thereunder have been assigned to Lender as security for the loan secured by the Security Instrument. In the event Lender notifies Tenant of the occurrence of a default under the Security Instrument and demands that Tenant pay its rents and all other sums due or to become due under the Lease directly to Lender, Tenant shall honor such demand and pay its rent and all other sums due under the Lease directly to Lender or as otherwise authorized in writing by Lender. Landlord hereby irrevocably authorizes Tenant to make the foregoing payments to Lender upon such notice and demand.

6. Lender to Receive Notices. Tenant shall notify Lender of any default by Landlord under the Lease which would entitle Tenant to cancel the Lease, and agrees that, notwithstanding any provisions of the Lease to the contrary, no notice of cancellation thereof shall be effective unless Lender shall have received notice of default giving rise to such cancellation and shall have failed within sixty (60) days after receipt of such notice to cure such default, or if such default cannot be cured within sixty (60) days, shall have failed within sixty (60) days after receipt of such notice to commence and thereafter diligently pursue any action necessary to cure such default.

7. Notices. All notices or other written communications hereunder shall be deemed to have been properly given (i) upon delivery, if delivered in person with receipt acknowledged by the recipient thereof, (ii) one (1) Business Day (hereinafter defined) after having been deposited for overnight delivery with any reputable overnight courier service, or (iii) three (3) Business Days after having been deposited in any post office or mail depository regularly maintained by the U.S.

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Postal Service and sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the receiving party at its address set forth above, and:

if to Tenant, to The Hertz Corporation
 3181 North Bay Village
 Bonita Springs, FL 34135
 the attention of: Real Estate Department ; and

if to Lender: **RIALTO MORTGAGE
 FINANCE, LLC**
 600 Madison Avenue, 12th Floor
 New York, New York 10022
 to the attention Kenneth M. Gorsuch, Esq.
 of:

or addressed as such party may from time to time designate by written notice to the other parties. For purposes of this Paragraph 7, the term "**Business Day**" shall mean any day other than Saturday, Sunday or any other day on which banks are required or authorized to close in New York, New York.

Either party by notice to the other may designate additional or different addresses for subsequent notices or communications.

8. Successors. The obligations and rights of the parties pursuant to this Agreement shall bind and inure to the benefit of the successors, assigns, heirs and legal representatives of the respective parties. In addition, Tenant acknowledges that all references herein to Landlord shall mean the owner of the landlord's interest in the Lease, even if said owner shall be different than the Landlord named in the Recitals.

9. Duplicate Originals; Counterparts. This Agreement may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original. This Agreement may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single Agreement. The failure of any party hereto to execute this Agreement, or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

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IN WITNESS WHEREOF, Lender and Tenant have duly executed this Agreement as of the date first above written.

LENDER:

RIALTO MORTGAGE FINANCE, LLC, a
Delaware limited liability company

By: *Jasmin Drinkwater*
Name: Jasmin Drinkwater
Title: Authorized Signatory

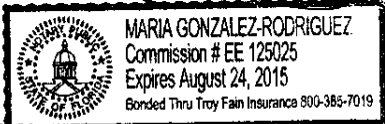
ACKNOWLEDGMENT

STATE OF **Florida**)
) ss.
COUNTY OF **Miami-Dade**)

The foregoing instrument was acknowledged before me this 24 day of October, 2014 by Jasmin Drinkwater, the **AUTHORIZED SIGNATORY** of **RIALTO MORTGAGE FINANCE, LLC**, a Delaware limited liability company, on behalf of the said limited liability company.

Maria Gonzalez-Rodriguez
Notary Public

(SEAL)



Printed Name: _____

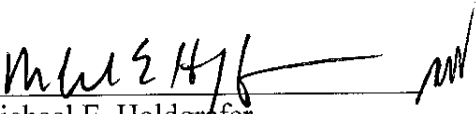
My Commission Expires: _____

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TENANT.

THE HERTZ CORPORATION

By: 
 Name: Michael E. Holdgrafer
 Title: Vice President, Real Estate and Concessions

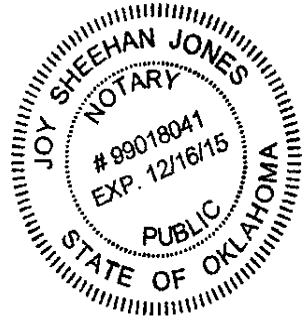
[INSERT STATE SPECIFIC ACKNOWLEDGMENT]

STATE OF OKLAHOMA)
) ss.
 COUNTY OF TULSA)

This instrument was acknowledged before me on October 15, 2014 (date) by Michael E. Holdgrafer as Vice President, Real Estate and Concessions of The Hertz Corporation.

WITNESS my hand and official seal.

My commission expires 12-16-2015




 Notary Public

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The undersigned accepts and agrees to the provisions of Paragraph 5 hereof.

LANDLORD:

SUNRISE PLAZA, MOUNT PROSPECT IL, LLC, a
Delaware limited liability company

By: *Matt Kaiser*
Name: Matt Kaiser
Title: Vice President

ACKNOWLEDGMENT

STATE OF)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 2014 by **MATT KAISER**, the **VICE PRESIDENT** of **SUNRISE PLAZA, MOUNT PROSPECT IL, LLC**, a Delaware limited liability company, on behalf of the said limited liability company.

Notary Public

(SEAL)

Printed Name: _____

My Commission Expires: _____

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SEE ATTACHED →

CALIFORNIA ALL-PURPOSE UNOFFICIAL COPY CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of LOS ANGELES

On 28 OCT 2014 before me, REX POLKINGHORNE, NOTARY PUBLIC
(here insert name and title of the officer)

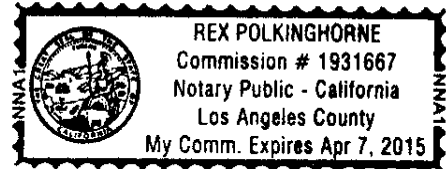
personally appeared MATT KAISER

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (S) 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



ADDITIONAL OPTIONAL INFORMATION

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 notary wording and attach this form if required.

DESCRIPTION OF THE ATTACHED DOCUMENT

SUBORDINATION, NON DISTURBANCE
(Title or description of attached document)

AND ATTORNEY AGREEMENT
(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 _____

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment
- 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. be 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. CFO, CEO, Secretary)
- Securely attach this document to the signed document

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EXHIBIT "A"
(Legal Description)

Lot 1 as shown on the plat entitled "Sunrise Plaza Plat of Consolidation" recorded July 6, 2001 as Document No. 0010597468, being a subdivision in the West Half (W $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section 35, Township 42 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois.

PIN 03-35-307-010-0000

(End of Exhibit "A")

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