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Evergreen Bank Group
Oak Brook Office
1515 West 22nd Street, Suite
100W
Oak Brook, IL 60523



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Karen A. Yarbrough
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Evergreen Bank Group
Oak Brook Office
1515 West 22nd Street, Suite
100W
Oak Brook, IL 60523

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FOR RECORDER'S USE ONLY

This Subordination, Non-Disturbance and Attornment Agreement and Estoppel Certificate prepared by:

Michael Obremski, Paralegal
Evergreen Bank Group
1515 West 22nd Street, Suite 100W
Oak Brook, IL 60523

NOTICE: THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE COLLATERAL BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT AND ESTOPPEL CERTIFICATE

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT dated June 9, 2016 ("Agreement"), is made and executed among Eurofresh Plaza L.L.C., whose address is 1 Pacer Trail, South Barrington, IL 60010-6165 ("Landlord"); Eurofresh Market Inc., whose address is 130 West Northwest Highway, Palatine, IL 60067-3558 ("Tenant"); and Evergreen Bank Group, Oak Brook Office, 1515 West 22nd Street, Suite 100W, Oak Brook, IL 60523 ("Lender").

SUBORDINATED LEASE. Tenant and Landlord have executed a lease dated May 1, 2016 of the property described herein (the "Lease"). The following information is the summary of the basic terms and conditions of the Subordinated Lease: That certain Retail Store Lease dated as of May 1, 2016 by and between Landlord and Tenant dated as of May 1, 2016.

REAL PROPERTY DESCRIPTION. The Lease covers the Premises and Common Areas as more particularly described in the Lease for the real property commonly known as 130 West Northwest Highway, Palatine, Illinois 60067 from which Tenant operates Eurofresh Market, Inc. of the following described real property (the "Real Property") located in Cook County, State of Illinois:

PARCEL 1:

THAT PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF THE NORTHWEST HIGHWAY AND THE

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WEST LINE OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 15; THENCE SOUTHEASTERLY ALONG SAID CENTERLINE OF NORTHWEST HIGHWAY, A DISTANCE OF 167.31 FEET; THENCE NORTHEASTERLY PERPENDICULAR AND AT RIGHT ANGLES TO THE CENTERLINE OF NORTHWEST HIGHWAY, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING OF TRACT HEREIN DESCRIBED; THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH THE CENTERLINE OF SAID NORTHWEST HIGHWAY, A DISTANCE OF 373.00 FEET; THENCE NORTHERLY ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 15, A DISTANCE OF 530.00 FEET; THENCE NORTHWESTERLY ALONG A LINE PARALLEL WITH THE SAID CENTERLINE OF NORTHWEST HIGHWAY, A DISTANCE OF 504.99 FEET; THENCE SOUTHERLY ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 15, A DISTANCE OF 380.00 FEET; THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH THE CENTERLINE OF NORTHWEST HIGHWAY, A DISTANCE OF 182.00 FEET; THENCE SOUTHWESTERLY, A DISTANCE OF 141.42 FEET TO THE POINT OF BEGINNING;

(EXCEPT FROM SAID TRACT THAT PART DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST LINE OF TRACT AFORESAID, A DISTANCE OF 55.5 FEET SOUTH OF THE NORTHWEST CORNER THEREOF; THENCE SOUTH ALONG THE WEST LINE OF SAID TRACT, A DISTANCE OF 214.49 FEET; THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID TRACT, A DISTANCE OF 246.90 FEET; THENCE NORTHEASTERLY ALONG A LINE HAVING AN INTERIOR ANGLE OF 90 DEGREES, 08 MINUTES, 30 SECONDS WITH THE LAST DESCRIBED LINE, A DISTANCE OF 204.99 FEET; THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID TRACT, A DISTANCE OF 1.70 FEET; THENCE NORTHEASTERLY ALONG A LINE, WHICH IS PERPENDICULAR TO THE NORTH LINE OF TRACT AFORESAID, A DISTANCE OF 16.55 FEET TO A LINE 33.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID TRACT; THENCE NORTHWESTERLY ALONG SAID PARALLEL LINE, A DISTANCE OF 265.26 FEET; THENCE WESTERLY ALONG A STRAIGHT LINE TO THE POINT OF BEGINNING; ALSO,

EXCEPT FROM SAID TRACT THAT PART DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST LINE OF TRACT AFORESAID, A DISTANCE OF 305.00 FEET SOUTH OF THE NORTHWEST CORNER THEREOF; THENCE SOUTH ON SAID WEST LINE OF TRACT, A DISTANCE OF 75.00 FEET; THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH THE CENTERLINE OF NORTHWEST HIGHWAY, A DISTANCE OF 182.00 FEET; THENCE NORTHEASTERLY ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 70.71 FEET; THENCE NORTHWESTERLY ALONG A STRAIGHT LINE TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A PARCEL OF LAND LYING WITHIN THE FOLLOWING DESCRIBED TRACT:

THAT PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF THE NORTHWEST HIGHWAY AND THE WEST LINE OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 15; THENCE SOUTHEASTERLY ALONG SAID CENTERLINE OF NORTHWEST HIGHWAY, A DISTANCE OF 167.31 FEET; THENCE NORTHEASTERLY PERPENDICULAR AND AT RIGHT ANGLES TO THE CENTERLINE OF NORTHWEST HIGHWAY, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH THE CENTERLINE OF SAID NORTHWEST HIGHWAY, A DISTANCE OF 373.00 FEET; THENCE NORTHERLY ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 15, A DISTANCE OF 530.00 FEET; THENCE NORTHWESTERLY ALONG A LINE PARALLEL WITH THE SAID CENTERLINE OF NORTHWEST HIGHWAY, A DISTANCE OF 504.99 FEET; THENCE SOUTHERLY ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 15, A DISTANCE OF 380.00 FEET; THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH THE

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CENTERLINE OF NORTHWEST HIGHWAY, A DISTANCE OF 182.00 FEET; THENCE SOUTHWESTERLY, A DISTANCE OF 141.42 FEET TO THE POINT OF BEGINNING, SAID PARCEL BEING DESCRIBED AS: BEGINNING AT A POINT IN THE WEST LINE OF TRACT AFORESAID, A DISTANCE OF 55.5 FEET SOUTH OF THE NORTHWEST CORNER THEREOF; THENCE SOUTH ALONG THE WEST LINE OF SAID TRACT, A DISTANCE OF 214.49 FEET; THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID TRACT, A DISTANCE OF 246.90 FEET; THENCE NORTHEASTERLY ALONG A LINE HAVING AN INTERIOR ANGLE OF 90 DEGREES, 06 MINUTES, 30 SECONDS WITH THE LAST DESCRIBED LINE, A DISTANCE OF 204.99 FEET; THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID TRACT, A DISTANCE OF 1.10 FEET; THENCE NORTHEASTERLY ALONG A LINE, WHICH IS PERPENDICULAR TO THE NORTH LINE OF TRACT AFORESAID, A DISTANCE OF 16.55 FEET TO A LINE 33.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID TRACT; THENCE NORTHWESTERLY ALONG SAID PARALLEL LINE, A DISTANCE OF 265.26 FEET; THENCE WESTERLY ALONG A STRAIGHT LINE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

A PARCEL OF LAND LYING WITHIN THE FOLLOWING DESCRIBED TRACT: THAT PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF THE NORTHWEST HIGHWAY AND THE WEST LINE OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 15; THENCE SOUTHEASTERLY ALONG SAID CENTERLINE OF NORTHWEST HIGHWAY, A DISTANCE OF 167.31 FEET; THENCE NORTHEASTERLY PERPENDICULAR AND AT RIGHT ANGLES TO THE CENTERLINE OF THE NORTHWEST HIGHWAY, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH THE CENTERLINE OF SAID NORTHWEST HIGHWAY, A DISTANCE OF 373.00 FEET; THENCE NORTHERLY ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 15, A DISTANCE OF 530.00 FEET; THENCE NORTHWESTERLY ALONG A LINE PARALLEL WITH THE SAID CENTERLINE OF NORTHWEST HIGHWAY, A DISTANCE OF 504.99 FEET; THENCE SOUTHERLY ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 15, A DISTANCE OF 380.00 FEET; THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH THE CENTERLINE OF NORTHWEST HIGHWAY, A DISTANCE OF 182.00 FEET; THENCE SOUTHWESTERLY, A DISTANCE OF 141.42 FEET TO THE POINT OF BEGINNING, SAID PARCEL BEING DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WEST LINE OF TRACT AFORESAID, A DISTANCE OF 305.00 FEET SOUTH OF THE NORTHWEST CORNER THEREOF; THENCE SOUTH ON SAID WEST LINE OF SAID TRACT, A DISTANCE OF 75.00 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE SOUTHEASTERLY ON THE SOUTHWESTERLY LINE OF SAID TRACT, A DISTANCE OF 182.00 FEET TO AN INSERT CORNER OF SAID TRACT; THENCE NORTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 70.71 FEET; THENCE NORTHWESTERLY ALONG A STRAIGHT LINE TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

NON-EXCLUSIVE EASEMENTS FOR THE INGRESS AND EGRESS AND FOR THE PASSAGE AND PARKING OF MOTOR VEHICLES AND PEDESTRIANS OVER AND ACROSS ALL PARKING AREAS, DRIVEWAYS, SERVICE AREAS, ENTRANCES AND EXITS WHICH ARE NOW OR MAY ULTIMATELY BE CONSTRUCTED ON PARCELS 1 AND 2, AS CONTAINED IN INDENTURE MADE BY AND BETWEEN O'HARE INTERNATIONAL BANK, AS TRUSTEE UNDER TRUST NUMBER 69-L-141 AND LUCKY STORES, INC., A CALIFORNIA CORPORATION DATED NOVEMBER 22, 1971 AND RECORDED DECEMBER 27, 1971 AS DOCUMENT 21759216 AND IN CORRECTIVE GRANT OF EASEMENTS MADE BY AND BETWEEN THE ABOVE PARTIES DATED MARCH 13, 1973 AND RECORDED JUNE 1, 1973 AS DOCUMENT 22345213, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

EASEMENT FOR INGRESS AND EGRESS OVER A PORTION OF THE DIOR PARCEL, AS DESCRIBED IN THE

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EASEMENT AGREEMENT RECORDED AS DOCUMENT 97879665.

PARCEL 6:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF NORTHWEST HIGHWAY AND THE WEST LINE OF SAID NORTHEAST 1/4 OF NORTHEAST 1/4 OF SECTION 15; THENCE SOUTHEASTERLY ALONG SAID CENTERLINE OF NORTHWEST HIGHWAY, A DISTANCE OF 167.31 FEET; THENCE NORTHEASTERLY PERPENDICULAR AND AT RIGHT ANGLES TO THE CENTERLINE OF NORTHWEST HIGHWAY, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTHEASTERLY ALONG A LINE PERPENDICULAR TO THE CENTERLINE OF NORTHWEST HIGHWAY, A DISTANCE OF 141.42 FEET; THENCE NORTHWESTERLY ALONG A LINE PARALLEL TO THE CENTERLINE OF NORTHWEST HIGHWAY, A DISTANCE OF 181.77 FEET TO A POINT IN A LINE 50.00 FEET EAST OF AND PARALLEL WITH THE SAID WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 THENCE SOUTH ON SAID LINE, A DISTANCE OF 149.95 FEET TO A POINT IN A LINE 50.00 FEET NORTHEASTERLY OF BY RIGHT ANGLE MEASURE, OF SAID CENTERLINE OF NORTHWEST HIGHWAY; THENCE SOUTHEASTERLY ON SAID LINE, A DISTANCE OF 131.9 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 120-168 West Northwest Highway, Palatine, IL 60067-3558. The Real Property tax identification number is 02-15-201-011-0000; 02-15-201-012-0000; 02-15-201-013-0000; and 02-15-201-014-0000.

SUPERIOR INDEBTEDNESS. Lender has extended or has agreed to extend the following described financial accommodations to Landlord, secured by the Real Property (the "Superior Indebtedness"):

That certain Promissory Note dated as of June 9, 2016 executed by Landlord payable to the order of Lender in the original principal amount of Two Million Seven Hundred Fifty Thousand and 00/100 Dollars (\$2,750,000.00) (the "Promissory Note"), together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Promissory Note.

LENDER'S LIEN. The Superior Indebtedness is or will be secured by the Real Property and evidenced by a mortgage, dated June 9, 2016, from Landlord to Lender (the "Lender's Lien"). As a condition to the granting of the requested financial accommodations, Lender has required that the Lender's Lien be and remain superior to the Subordinated Lease and all of Tenant's rights in the Real Property ("Lease Rights").

REQUESTED FINANCIAL ACCOMMODATIONS. Landlord and Tenant each want Lender to provide financial accommodations to Landlord in the form of the Superior Indebtedness. Landlord and Tenant each represent and acknowledge to Lender that Landlord and Tenant will benefit as a result of these financial accommodations from Lender to Landlord, and Landlord and Tenant acknowledge receipt of valuable consideration for entering into this Agreement.

IN EXCHANGE FOR GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY AND RECEIPT OF WHICH ARE HEREBY ACKNOWLEDGED, LENDER, LANDLORD, AND TENANT HEREBY AGREE AS FOLLOWS:

ESTOPPEL CERTIFICATE. Tenant hereby certifies to and agrees with Lender that as of the date of this Agreement, Lender is relying on all of the following certifications and agreements of Tenant as consideration for Lender executing this Agreement:

- (A) The Lease is in full force and effect and is the valid and binding obligation of Tenant, enforceable in accordance with its terms.
- (B) All requirements for the commencement and validity of the Lease have been satisfied.
- (C) Neither Tenant nor Landlord is in default under the Lease and no event has occurred and no condition exists, which with the giving of notice, the passage of time, or both, would constitute a default by Tenant or Landlord under the Lease.
- (D) There are no defenses, counterclaims or setoffs against rents or charges due or which may become due under the Lease and no claim by Tenant of any nature exists against Landlord under the Lease. All

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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (Continued)

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obligations of Landlord have been fully performed.

(E) None of the rent, which Tenant is required to pay under the Lease, has been prepaid, or will in the future be prepaid, more than one month in advance.

(F) The Lease shall not after the date of this Agreement be modified, terminated, or amended, without the prior written consent of Lender for any termination and each such amendment or modification. Any attempted modification, termination, or amendment without the prior written consent of Lender shall be void.

(G) Tenant has not assigned, mortgaged, sublet, encumbered or otherwise transferred any or all of its interest under the Lease and, during the term of the Loan, agrees to not assign, mortgage, sublet, encumber, or otherwise transfer any or all of its interest under the Lease without the prior written consent of Lender.

SUBORDINATION. Notwithstanding anything in the Lease to the contrary, the parties acknowledge and agree that the Lease and Lease Rights are and shall be subject and subordinate in right, interest and lien, and for all purposes, to Lender's Lien, and to all renewals, modifications, consolidations, replacements, and extensions thereof, and to any subsequent lien of the Lender with which Lender's Lien may be spread or consolidated, to the full extent of the principal sum and all other amounts secured thereby and interest thereon. Tenant will not cause the Lease to be subordinated to any interests other than those held by or made for the benefit of Lender, and its successors and assigns, without the prior written consent of Lender.

NON-DISTURBANCE. So long as the Lease is in full force and effect and Tenant is not in default under the Lease beyond any applicable cure period, Lender shall not name or join Tenant as a defendant in any exercise of Lender's rights and remedies arising upon a default of the Loan under the Note and/or under Lender's Lien unless applicable law requires Tenant to be made a party thereto as a condition to proceeding against Landlord or pursuing such rights and remedies. In the latter case, Lender may join Tenant as a defendant in such action only for such purpose and not to terminate the Lease or otherwise adversely affect Tenant's rights under the Lease or this Agreement in such action. If the Lease has not been terminated, then, when Lender succeeds to the interest of Landlord, the Lender shall not terminate or disturb Tenant's possession of Tenant's premises under the Lease, except in accordance with the terms of the Lease and this Agreement.

ATTORNMENT. If Lender shall succeed to the interest of the Landlord under the Lease, and the Lease shall not have expired or been terminated in accordance with the terms of the Lease or this Agreement, Tenant shall, from and after such event, attorn to Lender, all rights and obligations under the Lease to continue as though the interest of Landlord had not terminated. Such attornment shall be effective and self-operative without the execution of any further instrument on the part of the parties hereto. Tenant agrees, however, to execute and deliver at any time and from time to time, upon the request of Lender, any instrument or certificate which, in the sole judgment of Lender, may be necessary or appropriate in any such foreclosure proceeding or otherwise to evidence such attornment.

NO LIABILITY FOR LENDER. Lender in the event of attornment shall have the same remedies in the event of any default by Tenant (beyond any period given Tenant to cure such default) in the payment of annual base rent or additional rent or in the performance of any of the terms, covenants, and conditions of the Lease on Tenant's part to be performed that are available to Landlord under the Lease. Tenant shall have the same remedies against Lender for the breach of an agreement contained in the Lease that Tenant might have had against Landlord if Lender had not succeeded to the interest of Landlord; provided, however, that Lender shall not be:

- (A) Liable for any act or omission of or any claims against any prior landlord, including Landlord; or
- (B) Subject to any offsets or defenses which Tenant might have against any prior landlord, including Landlord; or
- (C) Bound by any rent or additional rent which Tenant might have paid for more than the current month to any prior landlord, including Landlord; or

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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT (Continued)

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- (D) Bound by any amendment or modification of the Lease, or waiver of any of its terms, made without its consent; or
- (E) Liable for any sum that any prior landlord, including Landlord, owed to Tenant, including without limitation any security deposit, unless the amount owed was actually delivered to Lender; or
- (F) Bound by any surrender, cancellation, or termination of the Lease, in whole or in part, agreed upon between Landlord and Tenant; or
- (G) Liable for any construction obligation of any prior landlord, including Landlord; or
- (H) Liable for any breach of representation or warranty of any prior landlord, including Landlord.

NEW LEASE. If Lender shall succeed to the interest of the Landlord under the Lease, upon the written request of Lender to Tenant, Tenant shall execute and deliver to Lender a lease of the Real Property upon the same terms and conditions as the Lease between Landlord and Tenant, which lease shall cover any unexpired term of the Lease existing prior to such transfer.

ACKNOWLEDGMENT AND AGREEMENT BY LANDLORD. Landlord, as landlord under the Lease, acknowledges and agrees for itself and its heirs, successors and assigns to each of the following:

- (A) This Agreement does not in any way release Landlord from its obligations to comply with the terms, provisions, conditions, covenants, agreements and clauses of the Note, Lender's Lien or any other documents executed in connection with the Loan.
- (B) In the event of a default under the Note, or any of the other documents executed in connection with the Loan, Landlord hereby consents to Tenant's attornment to Lender and, upon such event, Tenant shall pay all rent and all other sums due under the Lease to Lender as provided in the Lease.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Agreement, Lender shall be entitled to recover such sum as the court may judge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Landlord also will pay any court costs, in addition to all other sums provided by law.

Authority. Any person who signs this Agreement on behalf of Landlord and Tenant represents and warrants that he or she has authority to execute this Agreement.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Counterparts. This Agreement may be executed in multiple counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts, taken together, shall constitute one and the same Agreement.

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Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Illinois without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Illinois.

Choice of Venue. If there is a lawsuit, Landlord agrees upon Lender's request to submit to the jurisdiction of the courts of Cook County, State of Illinois.

Notices. Any notice required to be given under this Agreement shall be given in writing, and, shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing among Lender, Landlord, and Tenant shall constitute a waiver of any of Lender's rights or of any of Landlord's and/or Tenant's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If no offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

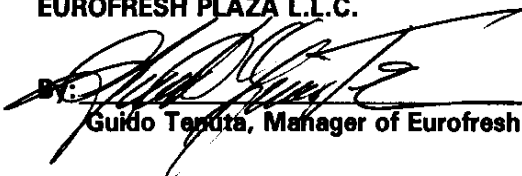
Successors. This Agreement shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Agreement.

Waive Jury. All parties to this Agreement hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT, AND EACH PARTY AGREES TO ITS TERMS. THIS AGREEMENT IS DATED JUNE 9, 2016.

LANDLORD:

EUROFRESH PLAZA L.L.C.


By: Guido Terzuta, Manager of Eurofresh Plaza L.L.C.

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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (Continued)

LENDER:

EVERGREEN BANK GROUP

X *[Signature]*
Michael R. Chock, Senior Vice President

TENANT:

EUROFRESH MARKET INC.

By: *[Signature]*
Guido Tenuta, President of Eurofresh Market Inc.

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook

On this 9 day of June, 2016 before me, the undersigned Notary Public, personally appeared **Guido Tenuta, Manager of Eurofresh Plaza L.L.C.**, and known to me to be a member or designated agent of the limited liability company that executed the Subordination, Non-Disturbance and Attornment Agreement and acknowledged the Agreement to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Agreement and in fact executed the Agreement on behalf of the limited liability company.

By *[Signature]* Residing at Cook Co.

Notary Public in and for the State of Illinois

My commission expires 9/16/17



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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT (Continued)

LENDER ACKNOWLEDGMENT

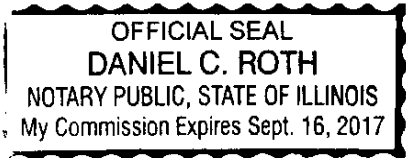
STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 9 day of June, 2016 before me, the undersigned Notary Public, personally appeared **Michael R. Chock** and known to me to be the **Senior Vice President**, authorized agent for **Evergreen Bank Group** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Evergreen Bank Group**, duly authorized by **Evergreen Bank Group** through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of **Evergreen Bank Group**.

By [Signature] Residing at Cook Co.

Notary Public in and for the State of Illinois

My commission expires 9/16/17



PROCESSED BY COOK COUNTY CLERK'S OFFICE

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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (Continued)

CORPORATE ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 9 day of June, 2016 before me, the undersigned Notary Public, personally appeared **Guido Tenuta, President of Eurofresh Market Inc.**, and known to me to be an authorized agent of the corporation that executed the Subordination, Non-Disturbance and Attornment Agreement and acknowledged the Agreement to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Agreement and in fact executed the Agreement on behalf of the corporation.

By  Residing at Cook Co.

Notary Public in and for the State of Illinois

My commission expires 9/16/17



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RIDER TO SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT AND ESTOPPEL CERTIFICATE

This RIDER TO SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT AND ESTOPPEL CERTIFICATE dated as of June 9, 2016 (the "**Rider**"), is executed by and between EUROFRESH PLAZA L.L.C., an Illinois limited liability company whose address is 1 Pacer Trail, South Barrington, Illinois 60010-6165 ("**Landlord**"), EUROFRESH MARKET, INC., an Illinois corporation whose address is 130 West Northwest Highway, Palatine, Illinois 60067-3558 ("**Tenant**"), and EVERGREEN BANK GROUP, an Illinois banking corporation, whose address is 1515 West 22nd Street, Suite 100W, Oak Brook, Illinois 60523 ("**Lender**").

RECITALS:

A. Lender requires that Tenant and Borrower execute and deliver to Lender that certain Subordination, Non-Disturbance and Attornment Agreement and Estoppel Certificate of even date herewith to which this Rider is attached (the "**Agreement**").

B. Borrower, Tenant, and Lender desire to amend the Agreement pursuant to the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Borrower, Tenant, and Lender hereby agree as follows:

AGREEMENTS:

1. DEFINITIONS. Capitalized words and phrases used herein without definition shall have the respective meanings ascribed to such words and phrases in the Agreement.

2. AMENDMENTS TO THE AGREEMENT.

2.1 Estoppel Certificate. The Section on Page 4 of the Agreement titled "Estoppel Certificate" shall be amended to state that Tenant's certification and agreement therein is given to Tenant's actual knowledge after due inquiry. Further, Item (F) within such Section shall be amended to explicitly permit the renewal and/or extension of the Lease without the prior written consent of Lender.

2.2 No Liability for Lender. Item (D) of the Section starting on Page 5 of the Agreement and continuing onto Page 6 titled "No Liability for Lender" shall be amended such that, in the event of attornment, Lender will be bound by any valid renewals or extensions of the Lease entered into without Lender's consent.

2.3 Acknowledgment and Agreement by Landlord. The first phrase of Item (B) of the Section on Page 6 of the Agreement titled "Acknowledgment and Agreement by

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Landlord” shall be amended to read as follows: “In the event of an Event of Default under the Note, subject to all applicable cure periods.”

2.4 Choice of Venue. The Section on Page 7 of the Agreement titled “Choice of Venue” shall be deleted in its entirety.

3. CONTINUING FORCE AND EFFECT OF AGREEMENT. Except as specifically modified or amended by the terms of this Rider, all other terms and provisions of the Agreement shall continue in full force and effect

4. COUNTERPARTS. This Rider be executed in any number of counterparts, all of which shall constitute one and the same agreement.

[Signatures appear on following page]

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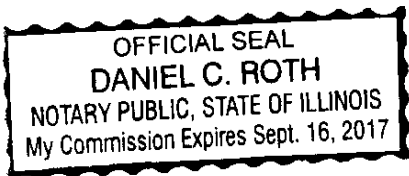
EUROFRESH MARKET INC., an
Illinois corporation

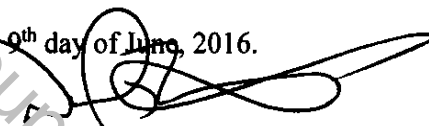
By: 
Name: Guido Tenuta
Title: President

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO
HEREBY CERTIFY that GUIDO TENUTA, the president of EUROFRESH MARKET, INC.,
an Illinois corporation, who is personally known to me to be the same person whose name is
subscribed to the foregoing instrument as such sole manager, appeared before me this day in
person and acknowledged that he signed and delivered the said instrument as his own free and
voluntary act and as the free and voluntary act of said corporation, for the uses and purposes
therein set forth.

GIVEN under my hand and notarial seal this 9th day of June, 2016.

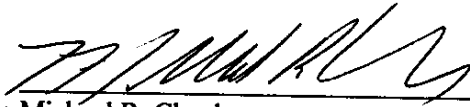




Notary Public

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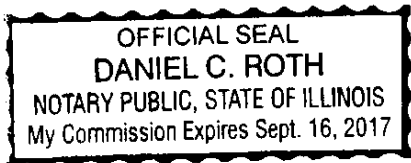
EVERGREEN BANK GROUP,
an Illinois banking corporation

By: 
Name: Michael R. Chock
Title: Senior Vice President

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that MICHAEL R. CHOCK, the senior vice president of EVERGREEN BANK GROUP, an Illinois banking corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such senior vice president, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said banking corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 6th day of June, 2016.




Notary Public