

6

INSTRUMENT PREPARED BY:
ALLEN C. WESOLOWSKI
MARTIN & KARCAZES, LTD.
161 N. Clark St. - Suite 550
Chicago, IL 60601

2007 051791

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2007 JUN 26 AM 9:16

MICHAEL A. BROWN
RECORDER

MAIL TO:
Allegiance Community Bank
8001 W. 183rd Street
Tinley Park, IL 60487

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

This Agreement, made and entered into as of this 7th day of June, 2007, by and between ALLEGIANCE COMMUNITY BANK ("Lender"); PULASKI PROPERTIES GARY, LLC, an Illinois limited liability company ("Borrower") and FAMILY DOLLAR STORES OF INDIANA, L.P., an Indiana limited partnership ("Tenant");

RECITALS

WHEREAS, Borrower wishes to borrow \$780,000.00 from Lender and Lender is willing to lend said sum (the "loan"); and

WHEREAS, Borrower holds title to the real estate commonly known as 4891 E. 8th Avenue, Gary, Indiana (hereinafter called the "Property") and legally described as follows:

PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 36 NORTH, RANGE 8 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN THE CITY OF GARY, LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS TO WIT: BEGINNING AT A POINT ON THE NORTH RIGHT OF WAY LINE OF THE WABASH RAILROAD AND 40 FEET WEST AT RIGHT ANGLES TO THE EAST LINE OF SAID SECTION; THENCE WEST ALONG THE NORTH RIGHT OF WAY LINE OF SAID RAILROAD TO A POINT, SAID POINT BEING 240 FEET WEST OF THE EAST LINE OF SAID SECTION; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION TO THE SOUTH LINE OF EAST 8TH AVENUE (ALSO KNOWN AS MELTON ROAD AND STATE ROAD 20); THENCE EAST ALONG THE SOUTH LINE OF 8TH AVENUE TO A POINT; SAID POINT BEING 40 FEET WEST AT RIGHT ANGLES TO THE EAST LINE OF SAID SECTION; THENCE SOUTH TO THE PLACE OF BEGINNING.

PIN: 001-25-40-0018-0017

WHEREAS, in order to induce Lender to make said loan, Borrower wishes to secure this loan with a first mortgage in favor of the Lender upon the Property; and

TICOR TITLE - HIGHLAND 920073312



2/07
TI
R

WHEREAS, Tenant holds a leasehold interest upon a portion of the Property and by virtue of a lease dated July 21, 2006 (hereinafter called "Lease") between Tenant and Borrower; and

WHEREAS Lender wishes Tenant to subordinate its leasehold interest in the Property in favor of the Lender's Mortgage which secures a note in the original principal amount of \$780,000.00 (the "Mortgage"); and

WHEREAS Tenant is willing to subordinate its leasehold interest in the Property to the lien of the Mortgage.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein, the making of the loan, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Tenant acknowledges and agrees that its leasehold interest in the Property is hereby declared to be subject and subordinate to the lien of the mortgage, and any other obligations secured thereby, present or future, and any and all amendments, modifications, renewals, or replacements thereof, and shall remain subordinate to the mortgage interest of the Lender as long as any sums advanced by lender and secured by the Mortgage remain unpaid.

2. Lender does hereby agree that (a) Tenant's leasehold estate under the Lease shall not be terminated or disturbed during the term of the Lease, and during any renewal or extension thereof in accordance with its terms, by reason of any default under the Mortgage, (b) Tenant shall not be joined as an adverse party defendant in any action or proceeding which may be instituted or commenced by Lender to foreclose or enforce the Mortgage, and (c) Tenant shall not be evicted from the Property, nor shall any of Tenant's rights to use and possession under the Lease be affected in any way by reason of the subordination or any modification or default under the Mortgage; provided Tenant shall have performed and shall continue to perform all of the covenants and conditions of the Lease to be by it performed and shall not be in default thereunder, after expiration of any applicable cure periods provided in the Lease. However, Lender shall not be liable for any default by Borrower under the Lease.

3. In the event Lender shall obtain title to the Property through foreclosure proceeding or deed in lieu of foreclosure, Tenant shall attorn to and recognize Lender, its successors and assigns, or any other purchaser at the foreclosure sale, as its substitute Landlord, and, having thus attorned, Tenant's leasehold interest in the property shall not thereafter be disturbed during the term of said leasehold, provided and so long as Tenant is not in default under the terms of the Lease beyond the expiration of any applicable cure periods provided in the Lease. The parties shall execute and deliver, upon request, appropriate agreements of attornment and recognition, but this agreement shall be deemed to be self-operative, and no such separate agreements shall be required to effectuate the foregoing attornment and recognition. Any such attornment and recognition of a substitute Landlord shall be upon the terms, covenants, conditions and agreements as set forth in the Lease.

4. In the event Lender or any other person, party, or entity becomes the owner of the



Property as a result of a foreclosure sale or deed in lieu of foreclosure, Tenant shall have no claim against Lender or any such other person, party or entity resulting from any act or omission of, and/or breach of the Lease by any prior landlord under the Lease, including but not limited to Borrower; and the rights of Lender or any such other person, party or entity in the property and the Lease shall not be subject to any right of set-off or defense which Tenant may have against any prior Landlord under the Lease, including but not limited to the Borrower, for any matter whatsoever, including but not limited to the payment of any security deposit.

5. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto, and their respective heirs, executors, administrators, successors and assigns.

6. Tenant acknowledges that it has not prepaid rent and agrees that it shall not prepay rent to Borrower more than one month in advance without the written consent of Lender.

7. Tenant and Borrower acknowledge that Tenant has paid no security deposit under the terms of the Lease, and Tenant acknowledges and agrees that Lender shall not be liable to Tenant for such security deposit unless the security deposit amount has been tendered to Lender by Borrower.

8. Tenant acknowledges and agrees that as of the date of this Agreement it has performed no leasehold improvements to which it is entitled to a credit pursuant to the terms of the Lease and that it will not perform any leasehold improvements for which it will seek a credit under the terms of the Lease without the prior written consent of Lender. Tenant acknowledges and agrees that its failure to submit a written request for prior consent to Lender and to obtain that prior written consent from Lender before making any future leasehold improvements shall constitute a waiver of its right to seek a credit from Lender as successor in interest to Borrower, as Landlord under the Lease.

9. Lender acknowledges that it shall agree to apply any insurance proceeds to the restoration of the Property in the event of a casualty.

10. This Agreement shall be construed according to the laws of the State of Indiana.

11. This Agreement may be signed in counterpart.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF the undersigned has hereunto set its hand, as of the 7th day of June, 2007.

FAMILY DOLLAR STORES OF INDIANA, L.P. tenant

By: FAMILY DOLLAR HOLDINGS, INC., Its General Partner

Attest:

Thomas E. Schoenheit
Thomas E. Schoenheit
Its Assistant Secretary

By: Keith M. Gehl
Keith M. Gehl
Its Senior Vice President

ATTEST:

ALLEGIANCE COMMUNITY BANK, Lender

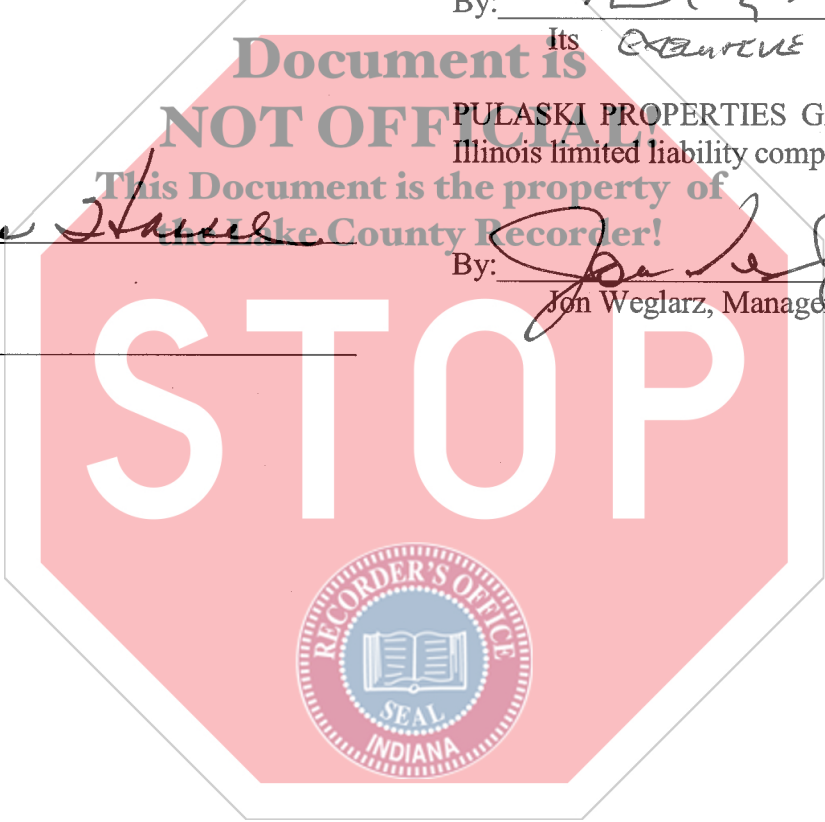
Its _____

By: [Signature]
Its EXECUTIVE VP

WITNESSES:

Charlene Stancil

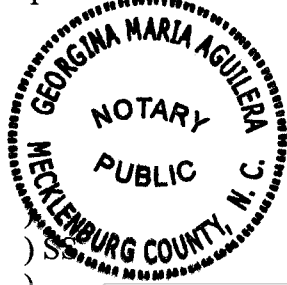
PULASKI PROPERTIES GARY, LLC, an Illinois limited liability company, Borrower
By: [Signature]
Jon Weglarz, Manager



STATE OF NORTH CAROLINA)
) SS.
COUNTY OF MECKLENBURG)

I, Georgina Maria Aguilera, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me, Keith M. Gehl and Thomas E. Schoenheit, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as the Senior Vice President and Assistant Secretary, respectively, of Family Dollars Holding, Inc., the general partner of FAMILY DOLLAR STORES OF INDIANA, L.P., an Indiana limited partnership, and acknowledged that they signed and delivered the said instrument as their free and voluntary act and deed, and as the free and voluntary act of said corporation and said limited partnership, for the uses and purposes therein set forth.

Dated: June 7, 2007



Georgina Maria Aguilera

Georgina Maria Aguilera, Notary Public
My Commission Expires May 1 2008

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Lus Chavez, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me, Michael Leskiewicz, personally known to me to be the same person whose name is subscribed to the foregoing instrument and personally known to me to be the Executive Vice President of Allegiance Community Bank, and acknowledged that (s)he signed, sealed and delivered the said instrument as her/his free and voluntary act and deed, and as the free and voluntary act and deed of said bank, for the uses and purposes therein set forth.

Dated: June 12 2007

Lus Chavez

Notary Public



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Maria D. Sanchez, a Notary Public in and for said County, in the aforesaid State, do hereby certify that JON WEGLARZ, known to me to be the same person whose name is subscribed to the foregoing instrument as the Manager of PULASKI PROPERTIES GARY, LLC, 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 limited liability company, for the uses and purposes therein set forth.

Dated: June 11, 2007

Maria D. Sanchez

Notary Public



No: 920073312

LEGAL DESCRIPTION

Part of the Southeast 1/4 of the Southeast 1/4 of Section 1, Township 36 North, Range 8 West of the 2nd Principal Meridian, in the City of Gary, Lake County, Indiana, described as follows to-wit: Beginning at a point on the North right of way line of the Wabash Railroad and 40 feet West at right angles to the East line of said Section; thence West along the North right of way line of said Railroad to a point, said point being 240 feet West of the East line of said Section; thence North parallel to the East line of said Section to the South line of East 8th Avenue (also known as Melton Road and State Road 20); thence East along the South line of 8th Avenue to a point, said point being 40 feet West at right angles to the East line of said Section; thence South to the place of beginning.

