

This Document Prepared by
and after Recording Return to:

Bell, Boyd & Lloyd LLC
70 West Madison Street
Suite 3100
Chicago, Illinois 60603
Attn: Terrence E. Budny, Esq.



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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT

THIS AGREEMENT is made and entered into as of the 19th day of December 2002, by and between **KINDERCARE LEARNING CENTERS, INC.**, a Delaware corporation ("Tenant"), **1840 NORTH CLYBOURN L.L.C.**, an Illinois limited liability company ("Landlord"), and **LASALLE BANK NATIONAL ASSOCIATION**, a national banking association, its successors and assigns ("Mortgagee").

RECITALS:

A. Mortgagee is the holder of a certain Construction Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated June 27, 2002, and recorded with the Cook County, Illinois Recorder of Deeds on July 18, 2002, as document no. 0020785456 (as amended from time to time "Mortgage") encumbering the Real Estate (hereinafter defined) and securing a principal indebtedness in an amount equal to Twenty Three Million Dollars (\$23,000,000).

B. Tenant has entered into a lease agreement (such lease agreement hereinafter being referred to as "Lease Agreement," and the Lease Agreement, together with all amendments and modifications thereof, hereinafter being referred to as "Lease") dated September 13, 2002 with Landlord (or Landlord's predecessor-in-interest), pursuant to which Tenant leased certain premises ("Leased Premises") consisting of approximately 9,789 rentable square feet of space in the building ("Building") on the parcel of land ("Land") legally described in Exhibit A attached hereto (the Land and Building herein being collectively referred to as "Real Estate").

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

1. Tenant represents and warrants to Mortgagee that the Lease constitutes the entire agreement between Tenant and Landlord with respect to the Leased Premises and there are no other agreements, written or verbal, governing the tenancy of Tenant with respect to the Leased Premises.

2. Tenant has executed and delivered to Mortgagee a certain Tenant Estoppel Certificate (the "Estoppel Certificate") dated on or about the date hereof. The provisions of the Estoppel Certificate are hereby incorporated into this Agreement as if fully set forth in this Agreement in their entirety, and Tenant acknowledges that Mortgagee will be relying on the statements made in the Estoppel Certificate in determining whether to disburse the proceeds of the loan secured by the Mortgage and whether to enter into this Agreement.

3. Prior to pursuing any remedy available to Tenant under the Lease, at law or in equity as a result of any failure of Landlord to perform or observe any covenant, condition, provision or obligation to be performed or observed by Landlord under the Lease (any such failure hereinafter referred to as a "Landlord's Default"), Tenant shall: (a) provide Mortgagee with a notice of Landlord's Default specifying the nature thereof, the Section of the Lease under which same arose and the remedy which Tenant will elect under the terms of the Lease or otherwise, and (b) allow Mortgagee not less than thirty (30) days following receipt of such notice of Landlord's Default to cure the same; provided, however, that, if such Landlord's Default is not readily curable within such thirty (30) day period, Tenant shall give Mortgagee such additional time as Mortgagee may reasonably need to obtain possession and control of the Real Estate and to cure such Landlord's Default so long as Mortgagee is diligently pursuing a cure. Tenant shall not pursue any remedy available to it as a result of any Landlord's Default unless Mortgagee fails to cure same within the time period specified above. For purposes of this Paragraph 3, a Landlord's Default shall not be deemed to have occurred until all grace and/or cure periods applicable thereto under the Lease have lapsed without Landlord having effectuated a cure thereof.

4. Tenant covenants with Mortgagee that the Lease shall be subject and subordinate to the lien and all other provisions of the Mortgage and to all modifications and extensions thereof, to the full extent of all principal, interest and all other amounts now or hereafter secured thereby and with the same force and effect as if the Mortgage had been executed and delivered prior to the execution and delivery of the Lease. Provided, however, that the Mortgage shall not cover or encumber and shall not be construed as subjecting in any manner to the lien thereof those improvements, trade fixtures, furniture, equipment or other items of personal property owned by Tenant and at any time placed or installed on the Property. Without limiting the generality of the foregoing subordination provision, Tenant hereby agrees that any of its right, title and interest in and to 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 Real Estate, shall be subject and subordinate to Mortgagee's right, title and interest in and to such proceeds and awards, provided that the rights and obligations of Landlord and Tenant as to each other with respect to casualty and condemnation affecting the Property shall be as set forth in the Lease.

5. Tenant acknowledges that Landlord has collaterally assigned to Mortgagee all leases affecting the Real Estate, including the Lease, and the rents and other amounts, including, without limitation, lease termination fees, if any, due and payable under such leases. In connection therewith, Tenant agrees that, upon receipt of a notice of a default by Landlord under such assignment and a demand by Mortgagee for direct payment to Mortgagee of the rents due under the Lease, Tenant will honor such demand and make all subsequent rent payments directly to Mortgagee, and Landlord hereby agrees to waive any claim against Tenant to said rents in the

event they are paid directly to Mortgagee. Tenant further agrees that any Lease termination fees payable under the Lease shall be paid jointly to Landlord and Mortgagee.

6. Mortgagee agrees that so long as Tenant is not in default under the Lease:

(a) Tenant shall not be named or joined as a party in any suit, action or proceeding for the foreclosure of the Mortgage or the enforcement of any rights under the Mortgage (unless Tenant is a necessary party under applicable law); and

(b) The possession by Tenant of the Leased Premises and Tenant's rights thereto shall not be disturbed, affected or impaired by, nor will the Lease or the term thereof be terminated or otherwise materially adversely affected by (i) any suit, action or proceeding for the foreclosure of the Mortgage or the enforcement of any rights under the Mortgage, or by any judicial sale or execution or other sale of the Leased Premises, or any deed given in lieu of foreclosure, or (ii) any default under the Mortgage;

7. If Mortgagee or any future holder of the Mortgage shall become the owner of the Real Estate by reason of foreclosure of the Mortgage or otherwise, or if the Real Estate shall be sold as a result of any action or proceeding to foreclose the Mortgage or transfer of ownership by deed given in lieu of foreclosure, the Lease shall continue in full force and effect, without necessity for executing any new lease, as a direct lease between Tenant and the new owner of the Real Estate as "landlord" upon all the same terms, covenants and provisions contained in the Lease (subject to the exclusions set forth in subparagraph (b) below), and in such event:

(a) Tenant shall be bound to such new owner under all of the terms, covenants and provisions of the Lease for the remainder of the term thereof (including the extension periods, if Tenant elects or has elected to exercise its options to extend the term), and Tenant hereby agrees to attorn to such new owner and to recognize such new owner as "landlord" under the Lease without any additional documentation to effect such attornment (provided, however, if applicable law shall require additional documentation at the time Mortgagee exercises its remedies then Tenant shall execute such additional documents evidencing such attornment as may be required by applicable law);

(b) Such new owner shall be bound to Tenant under all of the terms, covenants and provisions of the Lease for the remainder of the term thereof (including the extension periods, if Tenant elects or has elected to exercise its options to extend the term); provided, however, that such new owner shall not be:

(i) liable for any act or omission of any prior landlord (including Landlord);

(ii) subject to any offsets or defenses which Tenant has against any prior landlord (including Landlord) unless Tenant shall have provided Mortgagee with (A) notice of the Landlord's Default that gave rise to such offset or defense and (B) the opportunity to cure the same, all in accordance with the terms of Section 4 above;

(iii) bound by any base rent, percentage rent, additional rent or any other amounts payable under the Lease which Tenant might have paid in advance for more than the current month to any prior landlord (including Landlord);

(iv) liable to refund or otherwise account to Tenant for any security deposit not actually paid over to such new owner by Landlord;

(v) bound by any amendment or modification of the Lease made without Mortgagee's consent;

(vi) bound by, or liable for any breach of, any representation or warranty or indemnity agreement contained in the Lease or otherwise made by any prior landlord (including Landlord); or

(vii) personally liable or obligated to perform any such term, covenant or provision, such new owner's liability being limited in all cases to its interest in the Real Estate.

8. Any notices, communications and waivers under this Agreement shall be in writing and shall be (i) delivered in person, (ii) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or (iii) by overnight express carrier, addressed in each case as follows:

To Mortgagee: LaSalle Bank National Association
135 South LaSalle Street
Suite 1225
Chicago, Illinois 60603
Attn: Manager of Real Estate Administration

With a copy to: LaSalle Bank National Association
135 South LaSalle Street
Suite 1225
Chicago, Illinois 60603
Attn: Group Head, Commercial Real Estate

and to: Bell, Boyd & Lloyd LLC
70 West Madison Street
Suite 3100
Chicago, Illinois 60603
Attn: Terrence E. Budny, Esq.

To Tenant: KinderCare Learning Centers, Inc.
650 NE Holladay Street, Suite 1400
Portland, Oregon 97232
Attn: Lease Administrator

or to any other address as to any of the parties hereto, as such party shall designate in a written notice to the other party hereto. All notices sent pursuant to the terms of this Paragraph shall be

deemed received (i) if personally delivered, then on the date of delivery, (ii) if sent by overnight, express carrier, then on the next federal banking day immediately following the day sent, or (iii) if sent by registered or certified mail, then on the earlier of the third federal banking day following the day sent or when actually received.

9. Tenant acknowledges and agrees that Mortgagee will be relying on the representations, warranties, covenants and agreements of Tenant contained herein and that any default by Tenant hereunder shall permit Mortgagee, at its option, to exercise any and all of its rights and remedies at law and in equity against Tenant and to join Tenant in a foreclosure action thereby terminating Tenant's right, title and interest in and to the Leased Premises.

10. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns and any nominees of Mortgagee, all of whom are entitled to rely upon the provisions hereof. This Agreement shall be governed by the laws of the State of Illinois.

11. This Agreement may be executed in multiple counterparts and all of such counterparts together shall constitute one and the same Agreement.

SIGNATURE PAGE FOLLOWS

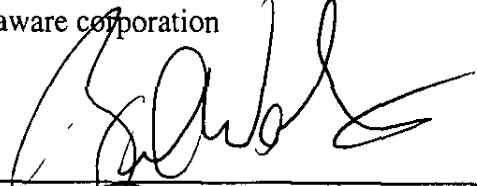
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IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

Tenant:

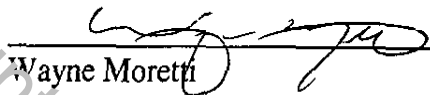
KINDERCARE LEARNING CENTERS, INC., a Delaware corporation

By: 
Name: Bruce Walters
Title: Sr VP Chief Development Officer

Landlord:


1840 NORTH CLYBOURN L.L.C., an Illinois limited liability company

By: 1840 North Clybourn II L.L.C., an Illinois limited liability company, its sole member and manager

By: 
Wayne Moretti
Manager

Mortgagee:

LASALLE BANK NATIONAL ASSOCIATION, a national banking association

By: 
Name: Andrew M. Paster
Title: FVP

Property of Cook County Clerk's Office

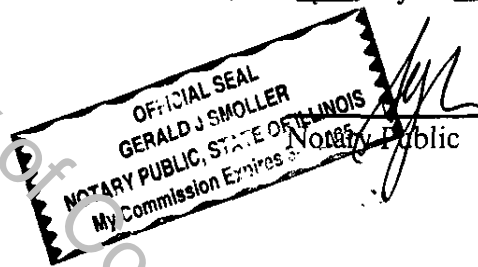
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STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Wayne Moretti, the Manager of 1840 North Clybourn II L.L.C., an Illinois limited liability company, the sole member and manager of 1840 North Clybourn L.L.C., an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, general partner and Manager for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 17th day of Dec, 2002.



STATE OF Oregon)
) SS.
COUNTY OF Multnomah)

I, Kate James, a Notary Public in and for said County in the State aforesaid, do hereby certify that Bruce Waters, a Sr. VP & CDO of KinderCare, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Sr. VP & CDO, appeared before me this day in person and acknowledged that he/she signed and delivered such instrument as his/her own free and voluntary act and as the free and voluntary act of said partnership/corporation, for the uses and purposes set forth therein.

Given under my hand and notarial seal on December 19, 2002



Kate James
Notary Public
November 7, 2005

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STATE OF Illinois)
) SS.
COUNTY OF COOK)

I, MARIA T. ESPARZA, a Notary Public in and for said County in the State aforesaid, do hereby certify that ANDREA M. PITCHER, a FVP of LASALLE BANK NATIONAL ASSOCIATION, a national banking association, who is personally known to be to be the same person whose name is subscribed to the foregoing instrument as such FVP, appeared before me this day in person and acknowledged that he/she signed and delivered such instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes set forth therein.

Given under my hand and notarial seal on 2-4, 2023

Maria T. Esparza
Notary Public

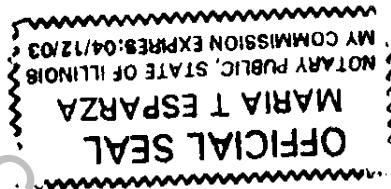


EXHIBIT A

SCHEDULE A (CONTINUED)

The portion of the below described property POLICY NO.: 1401 007971094 D2 that is depicted in Exhibit A-1.

5. THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:

PARCEL 1:

LOTS 7 TO 20, BOTH INCLUSIVE, IN BLOCK 6 IN THE SUBDIVISION OF LOTS 1 AND 2 IN BLOCK 8 IN SHEFFIELDS ADDITION TO CHICAGO IN THE SOUTH EAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THEREFROM THAT PORTION THEREOF CONVEYED TO THE CHICAGO, MILWAUKEE AND ST. PAUL RAILWAY COMPANY BY DEED DATED MAY 7, 1909 AND RECORDED JUNE 2, 1909 AS DOCUMENT 4385256) IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE SOUTHWESTERLY 15 FEET OF LOTS 12 AND 13 IN BLOCK 6 IN THE SUBDIVISION OF LOTS 1 AND 2 IN BLOCK 8 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE SOUTH EAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF LOT 13 WHICH POINT IS 15.0 FEET NORTHEASTERLY OF THE NORTHWESTERLY CORNER OF SAID LOT 13, AND RUNNING THENCE SOUTHEASTWARDLY ALONG A LINE 15.0 FEET NORTHEASTERLY OF AND PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID LOTS 12 AND 13, A DISTANCE OF 91.12 FEET; THENCE NORTHWESTWARDLY ALONG THE ARC OF A CIRCLE, CONVEX NORTHEASTERLY, HAVING A RADIUS OF 694.42 FEET, A DISTANCE OF 66.40 FEET, TO A POINT 8.73 FEET NORTHEASTERLY OF SAID SOUTHWESTERLY LINE OF LOT 13; THENCE NORTHWESTWARDLY ALONG A STRAIGHT LINE, TANGENT TO THE LAST DESCRIBED ARC OF A CIRCLE, A DISTANCE OF 25.30 FEET TO ITS INTERSECTION WITH THE NORTHWESTERLY LINE OF LOT 13 AFORESAID, AT A POINT 5.14 FEET NORTHEASTERLY OF SAID NORTHWESTERLY CORNER OF LOT 13; THENCE NORTHEASTWARDLY ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 9.86 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE SOUTHWESTERLY 15 FEET OF LOTS 7, 8, 9, 10, 11, 12 AND 13 IN BLOCK 6 IN THE SUBDIVISION OF LOTS 1 AND 2 IN BLOCK 8 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE SOUTH EAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THAT PART OF SAID LOTS 12 AND 13, BOUNDED AND DESCRIBED AS FOLLOWS:

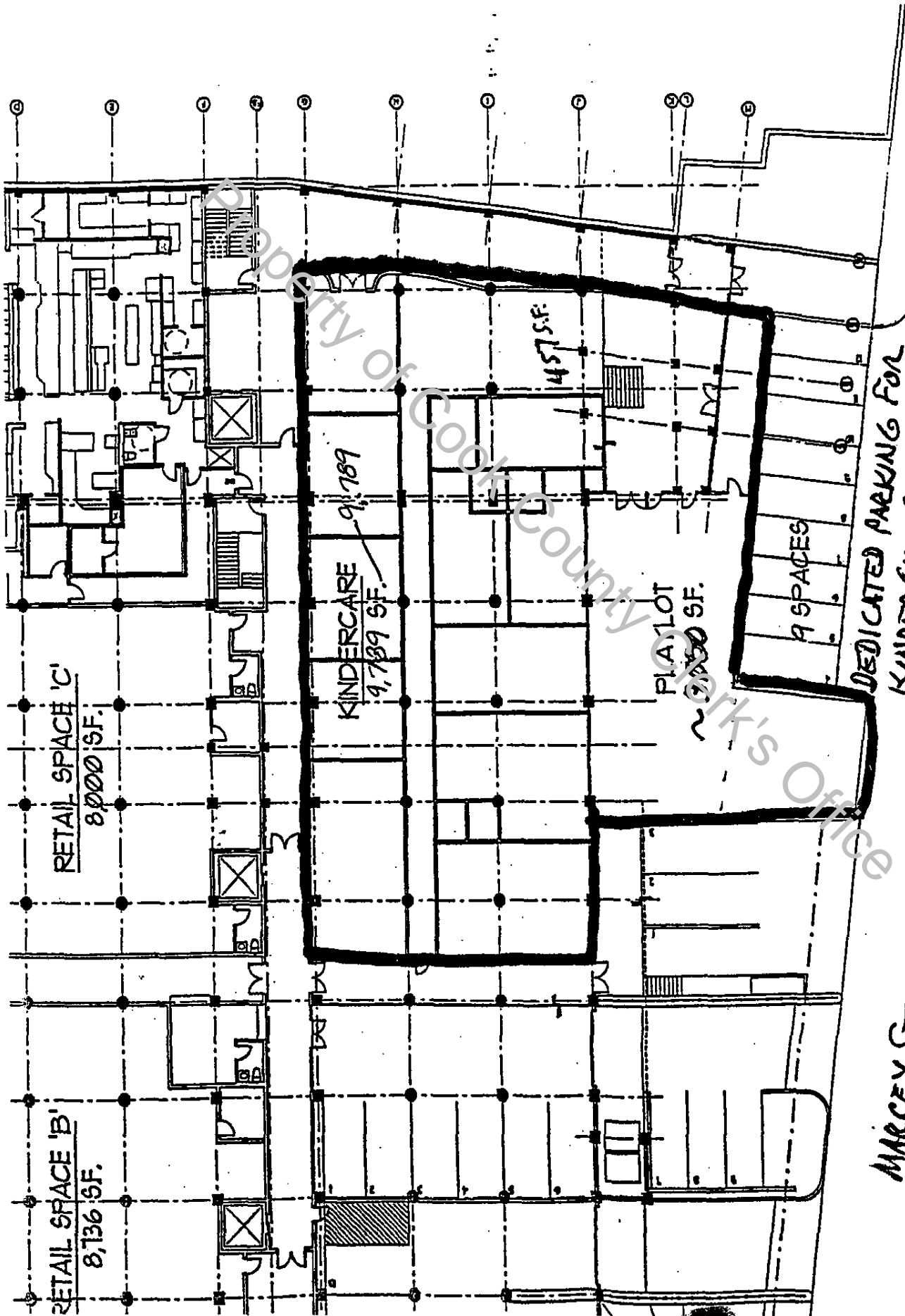
BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF LOT 13 WHICH POINT IS 15.0 FEET NORTHEASTERLY OF THE NORTHWESTERLY CORNER OF SAID LOT 13, AND RUNNING THENCE SOUTHEASTWARDLY ALONG A LINE 15.0 FEET NORTHEASTERLY OF AND PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID LOTS 12 AND 13, A DISTANCE OF 91.12 FEET; THENCE NORTHWESTWARDLY ALONG THE ARC OF A CIRCLE, CONVEX NORTHEASTERLY, HAVING A RADIUS OF 694.42 FEET, A DISTANCE OF 66.40 FEET, TO A POINT 8.73 FEET NORTHEASTERLY OF SAID SOUTHWESTERLY LINE OF LOT 13; THENCE NORTHWESTWARDLY ALONG A STRAIGHT LINE, TANGENT TO LAST DESCRIBED ARC OF A CIRCLE, A DISTANCE OF 25.30 FEET TO ITS INTERSECTION WITH THE NORTHWESTERLY LINE OF LOT 13 AFORESAID, AT A POINT 5.14 FEET NORTHEASTERLY OF SAID NORTHWESTERLY CORNER OF SAID LOT 13; THENCE NORTHEASTWARDLY ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 9.86 FEET TO THE

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED.

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EXHIBIT A-1

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DRAWING	SK#
	A
FIRST FLOOR	SCALE
IN-PROGRESS	1/32" = 1'
TENANT PLAN	DATE
	3/20/02
PROJECT	
NORTH	

CHICAGO, IL

BUILDING

Mar 26, 2002 - 11: