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This document was prepared by,
and after recording, return to:

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180 North LaSalle Street
Suite 2700
Chicago, Illinois 60601

Permanent Tax Index Numbers:

14-32-425-083
14-32-425-084
14-32-425-085

Property Address:

1617-1621 N. Clybourn Ave.
Chicago, Illinois 60614



Doc#: 0531203100 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/08/2005 04:30 PM Pg: 1 of 10

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SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN AGREEMENT

This SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN AGREEMENT dated as of October 31, 2005 (the "Agreement") is executed by and among NORTH AND CLYBOURN, L.L.C., an Illinois limited liability company ("Landlord"), STOCK BUILDING SUPPLY, LLC, a Delaware limited liability company (the "Tenant"), and THE NORTHERN TRUST COMPANY, an Illinois banking corporation (the "Lender").

RECITALS:

A. The Lender is the Lender under that certain Mortgage and Security Agreement dated January 5, 2005, and recorded with the Cook County, Illinois recorder's office on January 5, 2005 (the "Mortgage"), which Mortgage encumbers the Real Estate (as hereinafter defined).

B. The Tenant has entered into that certain Agreement of Lease dated October 31, 2005 with the Landlord (together with all amendments, restatements and modifications thereof, hereinafter being referred to as the "Lease"), pursuant to which the Tenant has leased certain premises (the "Leased Premises") on the parcel of land (the "Land"; the Land and Building being collectively referred to herein as the "Real Estate") legally described on **Exhibit A** attached hereto and made a part hereof.

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:

**PLEASE RETURN RECORDED
DOCUMENT TO BOX 341
Attn: Janice Cohen ←**

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AGREEMENTS:

1. The Tenant covenants with the Lender that the Lease shall be subject and subordinate to the lien and all other provisions of the Mortgage and to all modifications, supplements and extensions thereof, to the full extent of all principal, interest and all other amounts now or hereafter secured thereby.

2. The Tenant acknowledges that the Landlord has collaterally assigned to the Lender any and all leases affecting the Real Estate, including the Lease, and the rents and other amounts, due and payable under such leases. In connection therewith, the Tenant agrees that, upon receipt of a notice of a default by the Landlord under such assignment and a demand by the Lender for direct payment to the Lender of the rents due under the Lease, the Tenant will honor such demand and make all subsequent rent payments directly to the Lender.

3. The Lender agrees that so long as the Tenant is not in default under the Lease:

(a) The 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 the Tenant is a necessary party under applicable law); and

(b) The possession by the Tenant of the Leased Premises and the 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.

4. Landlord's Default.

(a) Subject to Section 4(b) below, prior to pursuing any remedy available to the Tenant under the Lease, at law or in equity as a result of any failure of the Landlord to perform or observe any covenant, condition, provision or obligation to be performed or observed by the Landlord under the Lease (any such failure being hereinafter referred to as a "Landlord's Default"), the Tenant shall: (a) provide the Lender with a notice of the Landlord's Default, specifying the nature thereof, the section of the Lease under which such Landlord's Default arose, and the remedy which the Tenant will elect under the terms of the Lease or otherwise, and (b) allow the Lender not less than thirty (30) days following receipt of notice of the 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, the Tenant shall give the Lender such additional time as the Lender may reasonably need to obtain possession and control of the Real Estate and to cure such Landlord's Default so long as the Lender is diligently pursuing a cure. The Tenant shall not pursue any remedy available to it as a result of any Landlord's Default unless the Lender fails to cure same within the time period specified above. For purposes of this Section 4, 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 the Landlord having effectuated a cure thereof.

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(b) Prior to pursuing any self-help remedy available to the Tenant under the Lease as a result of any Landlord Default (to the extent permitted by the Lease or applicable law), the Tenant shall: (a) provide the Lender with a notice of the Landlord's Default, specifying the nature thereof, the section of the Lease under which such Landlord's Default arose, and the self-help remedy which the Tenant will elect under the terms of the Lease or otherwise, and (b) allow the Lender not less than five (5) business days following receipt of notice of the Landlord's Default to cure the same; provided. Nothing herein shall impair the ability of the Tenant to perform obligations required of Landlord and offset such amounts under the Lease (to the extent permitted by the Lease or applicable law).

5. If the Lender or any future holder of the Mortgage shall become the owner of the Real Estate by reason of foreclosure of the Mortgage, 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 the 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 subsection (b) below), and in such event:

(a) The 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, and the 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 the Lender exercises its remedies then the Tenant shall execute such additional documents evidencing such attornment as may be required by applicable law);

(b) Such new owner shall be bound to the Tenant under all of the terms, covenants and provisions of the Lease for the remainder of the term thereof (including the extension periods, if the 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 the Landlord), it being understood that such prior landlord shall continue to be responsible therefor;

(ii) subject to any offsets or defenses which the Tenant has against any prior landlord (including the Landlord) unless the Tenant shall have provided the Lender 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, additional rent or any other amounts payable under the Lease which the Tenant might have paid in advance for more than the current month to any prior landlord (including the Landlord);

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

(v) bound by any amendment or modification of the Lease after the date hereof made without the Lender'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 the Landlord) and arising prior to such date, it being understood that such prior landlord shall continue to be responsible therefor; 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.

6. 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 the Lender: The Northern Trust Company
50 South LaSalle Street
Chicago, Illinois, 60675

To the Landlord: 1331 Davis Road
Elgin, Illinois 60123
Attention: Harry J. Seigle

To the Tenant: Stock Building Supply, LLC
4403 Bland Road
Raleigh, North Carolina 27609
Attention: President

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 section 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.

7. In the event that any provision of this Agreement is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or any court, Tenant, Landlord and Lender shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of this Agreement and the validity and enforceability of the remaining

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provisions, or portions or applications thereof, shall not be affected thereby and shall remain in full force and effect.

8. 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 the Lender, all of whom are entitled to rely upon the provisions hereof.

9. This Agreement shall be governed by the laws of the State of Illinois.

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

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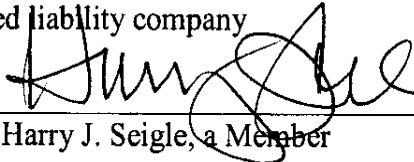
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IN WITNESS WHEREOF, the parties hereto have executed this Subordination, Non-Disturbance and Attornment Agreement the day and year first above written.


BORROWER:

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

By: 
Harry J. Seigle, a Member

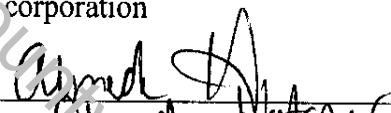
TENANT:

STOCK BUILDING SUPPLY, LLC, a Delaware limited liability company

By: 
Name: James F. Meyer, Jr.
Title: VP Finance

LENDER:

THE NORTHERN TRUST COMPANY, an Illinois banking corporation

By: 
Name: Pamela Hatcher
Title: VP

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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 JAMES F. HAYOR, JR., the VP FINANCE, of STOCK BUILDING SUPPLY, LLC, a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, 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 company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 1st day of NOVEMBER, 2005.

Jeanette Schneider

Notary Public

My Commission Expires:



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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 Harry J. Seigle, a Member of NORTH AND 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 Member, 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 LLC, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 1st day of November 2005.

Jeannette Schneider

 Notary Public

My Commission Expires:



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STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)
)

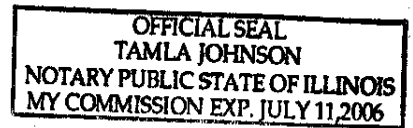
The undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Meda Hatch the VP of THE NORTHERN TRUST COMPANY, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such _____, she/he signed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of said banking association, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 28th day of Oct, 2005.

Tamla Johnson

Notary Public

My Commission Expires:



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EXHIBIT A

LOTS 168, 169 AND 170 IN THE SUBDIVISION OF BLOCK 6 OF SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 1617-1621 North Clybourn Avenue, Chicago, IL 60614

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