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Subordination, Attornment and Non-Disturbance/Estoppel Agreement

THIS INSTRUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:



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Wildman Harrold Allen & Dixon LLP
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Chicago, Illinois 60606

Doc#: 0605843240 Fee: \$90.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/27/2006 01:24 PM Pg: 1 of 13

SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE/ESTOPPEL AGREEMENT

THIS SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE/ESTOPPEL AGREEMENT (this "Agreement") dated this 15th day of December, 2005, between STUART DEAN CO., INC., a(n) New York corporation ("Tenant"), and LaSalle Bank National Association, a national banking association, its successors and assigns ("Mortgagee"), having its principal place of business at 135 South LaSalle, Chicago, IL 60603, Attention: Andrea Patchin and International Airport Centers L.L.C., a Delaware limited liability company, or one of its subsidiaries or affiliates ("Buyer").

RECITALS:

Tenant is the lessee under that certain lease executed between Tenant and GOOSELAND VENTURE, a(n) Illinois joint venture ("Landlord") dated October __, 1998 (the lease and all amendments thereto are hereinafter referred to as the "Lease"), covering all or a portion of property legally described in Schedule I attached hereto and made a part hereof (the "Property").

Mortgagee is making a loan (the "Loan") to Buyer, which is under contract to acquire the Property from Landlord, and the Loan is secured, in part, by the lien of a mortgage or deed of trust executed and delivered by Landlord to Mortgagee encumbering the Property (the "Mortgage") and an assignment of leases and rents from the Property.

As a condition to making the Loan, Mortgagee requires that Tenant enter into this Agreement.

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

A. Tenant hereby represents, acknowledges and agrees, except to the extent otherwise expressly herein set forth, as follows:

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The Lease has not been amended, modified or extended, except as follows: N/A.

The Lease does not contain any options to purchase and/or lease additional space, rights of set off, rights of first refusal to purchase and/or lease additional space or any similar provisions regarding acquisition of ownership interests or additional leased space in the building, except as follows:

Tenant shall have a right of first opportunity through the end of the term to lease any portion of the building.

The term of the Lease commenced on February 16, 1999 and will terminate on February 28, 2009.

The current monthly rent payment under the Lease is \$12,478.42. Rent has been paid through December 2005. No advance rents have been prepaid except for the current month.

In addition to monthly rent payments, the following amounts are also payable on a monthly basis for the following purposes: taxes (\$474.85), expenses (\$1,983.06) and tenant improvements (\$231.93).

The improvements described in the Lease have been completed and accepted by Tenant.

The security deposit under the Lease is currently \$N/A.

Tenant has not sublet any portion of the leased premises or assigned any of its rights under the Lease.

Tenant is in full and complete possession of the premises demised under the Lease, such possession having been delivered by the Landlord pursuant to the Lease and having been accepted by Tenant.

The Lease is in full force and effect, Tenant has no existing claims, defenses or offsets under the Lease against Landlord, no uncured default exists under the Lease, and no event has occurred that would, except for the lapse of time, the giving of notice or both, constitute a default.

No cancellation, modification, amendment, extension, or assignment of the Lease, and no subletting or prepayment of more than one month's rent shall be made without Mortgagee's prior written consent.

All rent payments shall be paid as provided under the Lease until Tenant has been otherwise notified by Mortgagee or its successor and assign. Tenant agrees that, upon receipt of a notice from Mortgagee or its successor or assign that there has been a default by Landlord under the Loan

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Documents, Tenant shall make all subsequent rent payments directly to Mortgagee (or its successor or assign), or at the direction of Mortgagee (or its successor or assign). All prepayments of more than one month's rent and any and all termination fees paid by Tenant, or at Tenant's direction, shall be payable jointly to Mortgagee and Landlord.

Tenant will not look to Mortgagee for the return of the security deposit, if any, under the Lease, except to the extent that such funds are delivered to Mortgagee.

The guaranty of the Lease, if any, is in full force and effect.

Tenant will deliver to Mortgagee a copy of all notices Tenant delivers to or receives from Landlord in accordance with the notice provision set forth herein.

B. The Lease and all terms thereof, including, without limitation, any options to purchase, rights of first refusal, rights of set off, and any similar rights, are and shall be subject and subordinate to the Mortgage, and to all amendments, modifications, replacements and extensions thereof, to the full extent of the principal, interest, fees, expenses and all other amounts secured thereby.

C. If Mortgagee elects to foreclose the Mortgage, Mortgagee will not join Tenant in summary or foreclosure proceedings unless required by applicable law (and then only to the extent so required) as long as Tenant has not amended the Lease without Mortgagee's prior written consent and is not in default under the Lease.

D. In the event that Mortgagee shall succeed to the interest of Landlord under the Lease and there exists no default by Tenant under the Lease and Tenant has not amended the Lease without Mortgagee's prior written consent, Mortgagee agrees not to disturb or otherwise interfere with Tenant's possession of the leased premises for the un-expired term of the Lease, provided that Mortgagee shall not be:

1. liable for any act or omission of Landlord or any prior landlord under the Lease;
2. subject to any offsets or defenses which Tenant might have against Landlord or any prior landlord;
3. bound by any rent or additional rent which Tenant might have paid for more than the current month to Landlord or any prior landlord;
4. bound by any amendment or modification of the Lease made without Mortgagee's prior written consent; or

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5. liable for any security deposit Tenant might have paid to Landlord or any prior landlord, except to the extent Mortgagee has actually received said security deposit.

E. Upon Mortgagee's succeeding to Landlord's interest under the Lease, Tenant covenants and agrees to attorn to Mortgagee or a purchaser at a foreclosure or trustee's sale, to recognize such successor landlord as Tenant's landlord under the Lease, and to be bound by and perform all of the obligations and conditions imposed upon Tenant by the Lease. If requested by Mortgagee or any subsequent owner, Tenant shall execute a new lease with Mortgagee, for a term equal to the remaining term of the Lease and otherwise containing the same provisions and covenants of the Lease.

F. Prior to terminating the Lease due to a default by Landlord thereunder, Tenant agrees to notify Mortgagee of such default and give Mortgagee the opportunity to cure such default within thirty (30) days of Mortgagee's receipt of such notice (or, if such default cannot reasonably be cured within such thirty (30) day period, Mortgagee shall have such longer time as may be necessary to cure the default; provided that Mortgagee commences the cure within such period and diligently pursues the cure thereafter).

G. This Agreement shall be binding upon and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto.

H. This Agreement can be modified only in writing duly executed by both parties.

I. Any notices, communications and waivers under this Agreement shall be in writing and shall be (A) delivered in person, (B) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or (C) 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: Ms. Andrea Patchin

To Buyer: International Airport Centers L.L.C.
1849 Green Bay Road
Highland Park, Illinois 60035
Attn: Craig Arnson

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To Tenant: Stuart Dean Co., Inc.
 870 W. Division, Suite F
 Chicago, IL 60622
 Attn: Robert Swenie

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 (1) if personally delivered, then on the date of delivery, (2) if sent by overnight, express carrier, then on the next federal banking day immediately following the day sent, or (3) 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.

- J. If any action or proceeding is instituted to enforce the terms hereof, the prevailing party in such action or proceeding shall be entitled to reasonable attorneys' fees, costs and expenses of the prevailing party.
- K. This Agreement, and all obligations of Tenant hereunder, shall terminate upon the release and satisfaction of the Mortgage.
- L. The undersigned representative of Tenant certifies that he/she has full power, authority and right to execute and deliver this Agreement on behalf of Tenant and to bind Tenant to the provisions hereof.
- M. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which when taken together shall constitute one agreement.
- N. Tenant also acknowledges and agrees that Tenant has made the statements herein for the benefit and protection of Buyer and any assignee of Buyer to induce Buyer and any such assignee to acquire the Property, and that Buyer and any such assignee shall have the right to, and will, rely on such statements.

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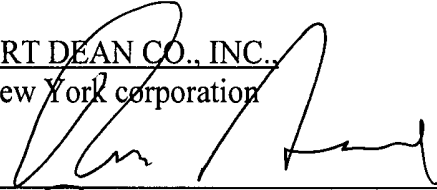
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

TENANT:

STUART DEAN CO., INC.

a(n) New York corporation

By: _____



Name: ROBERT E. SWENIE

Its: DIVISION PRESIDENT

MORTGAGEE:

LaSalle Bank National Association, a national banking association

By: _____



Name: SINDY P. MARTIN

Its: Managing Director

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STATE OF Illinois)
)
COUNTY OF Cook) SS.

I, Hilda Ruiz, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Robert E. Swenic, the Division President of STUART DEAN CO., a(n) Inc., 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 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, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 28th day of December, 2005.

Hilda Ruiz
Notary Public

[SEAL]

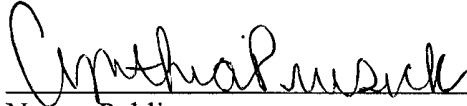
My commission expires: 2/21/07



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STATE OF ILLINOIS)
) ss.:
COUNTY OF COOK)

On the 10th day of January 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared Randy P. Martin, personally known to me or proved to me on the basis of satisfactory evidence, to be the same person who executed the within instrument as Senior Vice President and Managing Director of LaSalle Bank National Association, a national banking association, the association which executed the within instrument and acknowledged to me that such corporation caused the foregoing instrument to be executed pursuant to its Bylaws or a resolution of its Board of Directors.



Notary Public

My commission expires: 11-2-2007

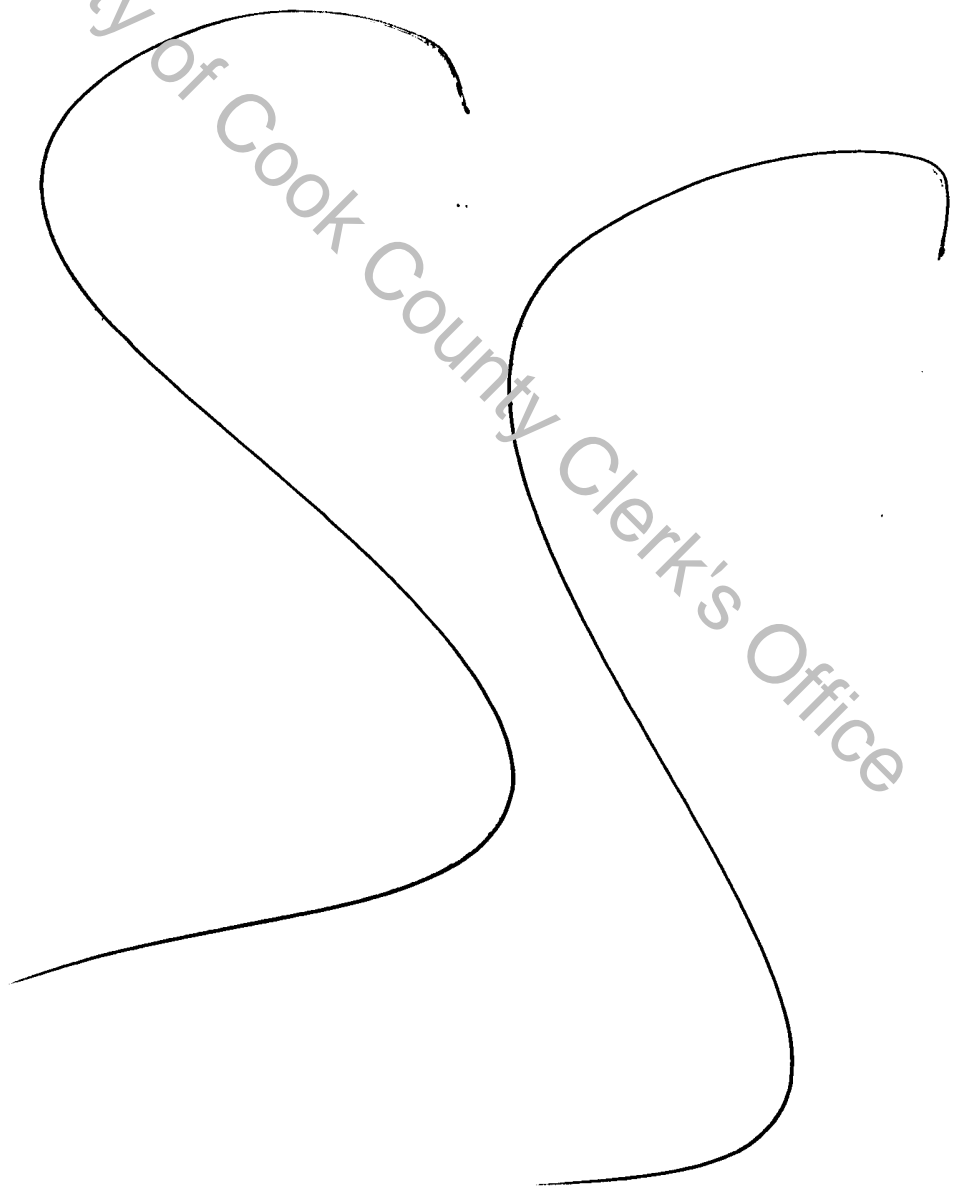
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SCHEDULE I

Legal Description

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1

LOT 12 (EXCEPT THE NORTHWESTERLY 20 FEET), LOTS 13 TO 26, BOTH INCLUSIVE, AND THE SOUTHEASTERLY HALF OF LOT 27 IN BLOCK 76 IN ELSTON'S ADDITION TO CHICAGO IN SECTIONS 4 AND 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE NORTHWESTERLY AND THE SOUTHEASTERLY 20 FOOT ALLEY (NOW VACATED) LYING NORTHEASTERLY OF AND ADJOINING THE NORTHEASTERLY LINE OF SAID LOTS 12 TO 16 AND SOUTHWESTERLY OF AND ADJOINING THE SOUTHWESTERLY LINE OF SAID LOTS 23 TO 27 AND NORTHWESTERLY OF THE SOUTHEASTERLY LINE OF SAID LOT 23 EXTENDED SOUTHWESTERLY TO THE SOUTHEASTERLY CORNER OF SAID LOT 16 AND SOUTHEASTERLY OF THE SOUTHEASTERLY LINE EXTENDED OF THE NORTHWESTERLY HALF OF SAID LOTS 12 AND 27 IN BLOCK 76 IN ELSTON'S ADDITION TO CHICAGO IN SECTIONS 4 AND 5, TOWNSHIP 39 NORTH RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF THE NORTHEASTERLY AND SOUTHWESTERLY 20 FOOT ALLEY (NOW VACATED) LYING SOUTHEASTERLY OF AND ADJOINING THE ORIGINAL SOUTHEASTERLY LINE OF SAID LOTS 16 AND 23 AND OF SAID LINE EXTENDED AND NORTHWESTERLY OF AND ADJOINING THE ORIGINAL NORTHWESTERLY LINE OF SAID LOTS 17 TO 22 AND NORTHEASTERLY OF THE SOUTHWESTERLY LINE EXTENDED OF SAID LOTS 16 AND 17 AND SOUTHWESTERLY OF THE NORTHEASTERLY LINE OF SAID LOTS 22 AND 23 ALL IN BLOCK 76 IN ELSTON'S ADDITION TO CHICAGO IN SECTIONS 4 AND 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN..

(EXCEPT FROM SAID 3 PARCELS, TAKEN AS A TRACT, THAT PART THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF LOT 27 WITH THE NORTHWESTERLY LINE OF THE SOUTHEASTERLY HALF OF SAID LOT:

THENCE SOUTH 30 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE NORTHEASTERLY LINE OF SAID LOTS 21 THROUGH 27 FOR A DISTANCE OF 247.01

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FEET; THENCE SOUTH 59 DEGREES 46 MINUTES 20 SECONDS WEST 73.20 FEET; THENCE NORTH 30 DEGREES 04 MINUTES 26 SECONDS WEST 24.16 FEET; THENCE SOUTH 59 DEGREES 55 MINUTES 34 SECONDS WEST 10.0 FEET; THENCE NORTH 30 DEGREES 04 MINUTES 26 SECONDS WEST 154.31 FEET; THENCE NORTH 30 DEGREES 09 MINUTES 23 SECONDS WEST 38.11 FEET; THENCE SOUTH 59 DEGREES 28 MINUTES 09 SECONDS WEST 41.83 FEET; THENCE NORTH 30 DEGREES 31 MINUTES 51 SECONDS WEST 23.73 FEET; THENCE SOUTH 59 DEGREES 28 MINUTES 09 SECONDS WEST 38.94 FEET;

THENCE NORTH 30 DEGREES 31 MINUTES 51 SECONDS WEST 11.75 FEET TO THE SOUTHEASTERLY LINE OF THE NORTHWESTERLY 20.0 FEET OF LOT 12; THENCE NORTH 59 DEGREES 33 MINUTES 30 SECONDS EAST ALONG THE LAST DESCRIBED LINE 4.83 FEET TO THE NORTHEASTERLY LINE OF LOT 12; THENCE SOUTH 30 DEGREES 00 MINUTES 35 SECONDS EAST ALONG SAID NORTHEASTERLY LINE 5.21 FEET; THENCE NORTH 59 DEGREES 33 MINUTES 30 SECONDS EAST 20.0 FEET TO THE NORTHWESTERLY LINE OF THE SOUTHEASTERLY HALF OF LOT 27; THENCE NORTH 59 DEGREES 34 MINUTES 56 SECONDS EAST ALONG THE LAST DESCRIBED LINE 139.81 FEET TO THE POINT OF BEGINNING), AND ALSO EXCEPT FROM SAID 3 PARCELS, TAKEN AS A TRACT, THAT PART OF LOTS 19, 20, 21, 22 AND THE VACATED ALLEY NORTH OF AND ADJOINING SAID LOTS, ALL IN BLOCK 76 IN ELSTON'S ADDITION TO CHICAGO IN SECTIONS 4 AND 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID LOT 22;

THENCE SOUTH 59 DEGREES 51 MINUTES 44 SECONDS WEST 187.00 FEET ALONG THE SOUTHEASTERLY LINE OF SAID LOTS; THENCE NORTH 30 DEGREES 00 MINUTES 00 SECONDS WEST 123.25 FEET; THENCE NORTH 59 DEGREES 51 MINUTES 44 SECONDS EAST 113.80 FEET; THENCE NORTH 29 DEGREES 58 MINUTES 50 SECONDS WEST 2.69 FEET; THENCE NORTH 59 DEGREES 46 MINUTES 20 SECONDS EAST 73.20 FEET TO THE SOUTHWESTERLY LINE OF NORTH HICKORY AVENUE; THENCE SOUTH 30 DEGREES 00 MINUTES 00 SECONDS EAST 126.05 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4

THAT PART OF LOTS 19, 20, 21, 22 AND THE VACATED ALLEY NORTH OF AND ADJOINING SAID LOTS, ALL IN BLOCK 76 IN ELSTON'S ADDITION TO CHICAGO IN SECTIONS 4 AND 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID LOT 22; THENCE SOUTH 59 DEGREES 51 MINUTES 44 SECONDS WEST 187.00 FEET ALONG THE SOUTHEASTERLY LINE OF SAID LOTS; THENCE NORTH 30 DEGREES 00 MINUTES 00 SECONDS WEST 123.25 FEET; THENCE NORTH 59 DEGREES 51 MINUTES 44 SECONDS EAST 113.80 FEET; THENCE NORTH 29 DEGREES 58 MINUTES 50

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SECONDS WEST 2.69 FEET; THENCE NORTH 59 DEGREES 46 MINUTES 20 SECONDS EAST 73.20 FEET TO THE SOUTHWESTERLY LINE OF NORTH HICKORY AVENUE; THENCE SOUTH 30 DEGREES 00 MINUTES 00 SECONDS EAST 126.05 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 5

THAT PART OF LOTS 33 TO 37 AND ACCRETIONS THERETO IN BLOCK 78 IN ELSTON'S ADDITION TO CHICAGO IN THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 33 AFORESAID, THENCE SOUTH 53 DEGREES 09 MINUTES 06 SECONDS EAST ALONG THE NORTHEASTERLY LINE THEREOF 17.80 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 37 DEGREES 02 MINUTES 35 SECONDS WEST PARALLEL WITH THE NORTHWESTERLY LINE OF LOT 33 AFORESAID 41.14 FEET; THENCE NORTH 53 DEGREES 09 MINUTES 06 SECONDS WEST 17.80 FEET TO A POINT IN THE NORTHWESTERLY LINE OF LOT 33 AFORESAID 41.14 FEET SOUTHWESTERLY OF THE POINT OF COMMENCEMENT; THENCE SOUTH 37 DEGREES 02 MINUTES 35 SECONDS WEST ALONG SAID NORTHWESTERLY LINE 235.72 FEET; THENCE SOUTH 73 DEGREES 28 MINUTES 14 SECONDS EAST 217.98 FEET; THENCE NORTH 33 DEGREES 56 MINUTES 34 SECONDS EAST 20.67 FEET; THENCE NORTH 36 DEGREES 55 MINUTES 43 SECONDS EAST 180.56 FEET TO THE SOUTHWESTERLY LINE OF NORTH BRANCH STREET; THENCE NORTH 53 DEGREES 09 MINUTES 06 SECONDS WEST ALONG SAID SOUTHWESTERLY LINE 184.79 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

PARCEL 6

LOT 1 AND LOT 2 (EXCEPT THE NORTHWESTERLY 15 FEET, MEASURED PERPENDICULARLY, OF EACH SAID LOTS, TOGETHER WITH ALL OF LOT 3, ALL IN FRANKLIN MARLING'S RESUBDIVISION OF LOTS 3 TO 13 INCLUSIVE, AND VACATED ALLEYS LYING BETWEEN SAID LOTS (EXCEPT THE NORTHERLY 20 FEET OF LOTS 3 AND 13 HERETOFORE DEDICATED FOR PUBLIC ALLEY), IN BLOCK 66, ALSO BLOCK 67 AND THE VACATED REES STREET LYING BETWEEN BLOCKS 66 AND 67 IN ELSTON ADDITION TO CHICAGO, IN THE NORTHEAST ¼ OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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PARCEL 7:

LOTS 9 AND 10 IN OWNER'S SUBDIVISION OF ALL THAT PART OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDAN, LYING SOUTH AND WEST OF THE NORTH BRANCH CANAL, NORTH OF DIVISION STREET AND EAST OF CHERRY AVENUE, EXCEPT BLOCK 69, ELSTON AVENUE ADDITION TO CHICAGO, AND EXCEPT WEED STREET AND EXCEPT HICKORY AVENUE, AND EXCEPT HOOKER STREET FROM THE NORTH LINE OF DIVISION STREET TO THE NORTH LINE OF REES STREET, AND EXCEPT REES STREET FROM THE WEST LINE OF HOOKER STREET TO THE EAST LINE OF HICKORY AVENUE, LYING SOUTHWESTERLY OF THE FOLLOWING DESCRIBED LINE: BEGGING ON THE SOUTH LINE OF SAID LOT 10 AT A POINT WHICH IS 127.70 FEET, MEASURED ALONG SAID SOUTH LINE, EAST FROM THE SOUTHWESTERLY CORNER OF SAID LOT 10 AND RUNNING THENCE NORTHWESTERLY ALONG A STRAIGHT LINE, A DISTANCE OF 574.62 FEET TO A POINT WHICH IS 109.45 FEET, MEASURED PERPENDICULARLY NORTHEAST FROM THE SOUTHWESTERLY LINE OF SAID LOT 10; THENCE NORTHWESTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 129.72 FEET TO A POINT ON THE NORTHWESTERLY LINE OF LOT 9 IN SAID OWNER'S SUBDIVISION WHICH IS 97.29 FEET, MEASURED ALONG SAID NORTHWESTERLY LINE, NORTHEAST FROM THE NORTHWESTERLY CORNER SAID LOT 9, SAID POINT ALSO BEING 115.29 FEET, MEASURED ALONG THE SOUTHEASTERLY LINE OF LOT 8 IN SAID OWNERS SUBDIVISION; NORTHEAST FROM THE SOUTHWESTERLY CORNER OF SAID LOT 8; IN COOK COUNTY, ILLINOIS.

Commonly known as:

1111 N Cherry Ave., Chicago, Illinois

900 West Bliss St., Chicago, Illinois

1000 N Branch St., Chicago, Illinois

1060 W. Division St., Chicago, Illinois

870 W. Division St. Chicago, Illinois

P.I.N. 17-05-203-010-0000; 17-05-205-024-0000; 17-05-205-029-000; 17-05-400-022-0000; 17-05-402-044-0000; 17-05-402-045-0000