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This Document Prepared by
and after Recording **Return to:**



0623012131

Marc Joseph
Levenfeld Pearlstein LLC
2 N. LaSalle Street
Chicago, Illinois 60602

Doc#: 0623012131 Fee: \$54.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 08/18/2006 01:00 PM Pg: 1 of 18

3A 314 55 78 02 20 82 CW 6/7

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT is made and entered into as of the 15th day of August, 2006, by and between SPACE ORGANIZATIONAL SERVICES, INC., ("Tenant"), 625 W. Division Condominiums L.P., an Illinois general partnership ("Landlord"), and JDI Division, L.L.C., an Illinois limited liability company, its successors and assigns ("Mortgagee").

RECITALS:

A. Mortgagee is the holder of a certain Mortgage dated 8-15, 2006, to be recorded concurrently herewith (as amended from time to time "Mortgage") encumbering the Real Estate (hereinafter defined) and securing a principal indebtedness in an amount equal to Four Million Five Hundred Thousand and xx/00 Dollars (\$4,500,000.00).

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 8-15, 2006 with Landlord, pursuant to which Tenant leased certain premises ("Leased Premises") consisting of approximately 37,500 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:

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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. 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.

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

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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. 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:

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(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: JDI Division
c/o JDI Realty, L.L.C.
150 South Wacker Drive
Suite 2660
Chicago, Illinois 60606
Attention: Jeffrey I. Aeder and
Kevin C. Connor
Fax: (312) 782-4563

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Marc Joseph
Levenfeld Pearlstein LLC
2 N. LaSalle Street
Suite 1300
Chicago, Illinois 60602
Fax: 312-346-8434

To Tenant:

ALAN BROWNSTONE
114 CARRIAGE WAY
WILMETTE IL 60091

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.

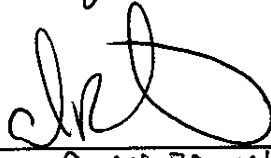
**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE TO FOLLOW]**

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

Tenant:

Space Organization Services, Inc

By: 
Name: ALAN BROWNSTONE
Title: VICE PRESIDENT

Landlord:

625 W. Division Condominiums L.P.

625 West Division LLC, its general partner

By: _____
Name: _____
Title: _____

Mortgagee:

JDI Division, L.L.C.

By: _____
Name: _____
Title: _____

Property of Cook County Clerk's Office

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

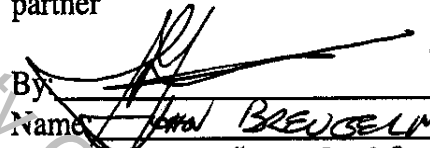
Tenant:

By: _____
Name: _____
Title: _____

Landlord:

625 W. Division Condominiums L.P.

625 West Division LLC, its general partner

By: 
Name: Jan BREUGELMANN
Title: MANAGER

Mortgagee:

JDI Division, L.L.C.

By: _____
Name: _____
Title: _____

Property of Cook County Clerk's Office

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

Tenant:

By: _____
Name: _____
Title: _____

Landlord:

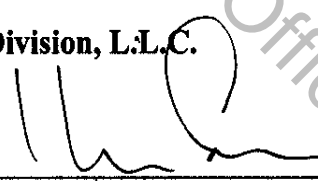
625 W. Division Condominiums L.P.

625 West Division LLC, its general partner

By: _____
Name: _____
Title: _____

Mortgagee:

JDI Division, L.L.C.

By:  _____
Name: Kevin Cannon
Title: Manager

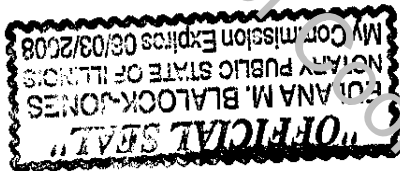
Property of Cook County Clerk's Office

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STATE OF)
) SS.
COUNTY OF)

I, E. M. Blalock Jones, a Notary Public in and for said County in the State aforesaid, do hereby certify that ALAN BROWN STONE, a VICE PRESIDENT of SPACE ORGANIZATION INC., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such VP, 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 August 15, 2006.



Notary Public

STATE OF)
) SS.
COUNTY OF)

I, _____, a Notary Public in and for said County in the State aforesaid, do hereby certify that John Breugelmanns, the manager of 625 West Division LLC, 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 signed and delivered such instrument as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes set forth therein.

Given under my hand and notarial seal on _____, 2006.

Notary Public

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STATE OF)
) SS.
COUNTY OF)

I, _____, a Notary Public in and for said County in the State aforesaid, do hereby certify that _____, a _____ of _____, 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 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 _____, 2006.

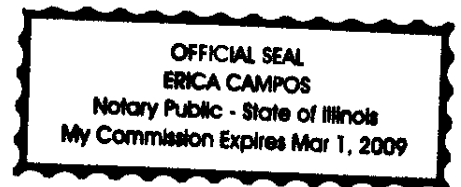
Notary Public

STATE OF)
) SS.
COUNTY OF)

I, Erica Campos a Notary Public in and for said County in the State aforesaid, do hereby certify that John Breugelmans, the manager of 625 West Division LLC, 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 signed and delivered such instrument as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes set forth therein.

Given under my hand and notarial seal on August 11, 2006.

Notary Public



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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Matt Janko, a Notary Public in and for said County in the State aforesaid, do hereby certify that KEVIN CONNOR, a MANAGER of JDI Division, L.L.C., who is personally known 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 signed and delivered such instrument as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes set forth therein.

Given under my hand and notarial seal on August 15, 2006.

Notary Public



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EXHIBIT A

Legal Description of Real Estate

PARCEL 1:

LOT 1 AND THE WEST ½ OF LOT 2 IN BLOCK 88 IN ELSTON'S ADDITION TO CHICAGO, IN SECTION 4, TOWNSHIP 39 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 6, 7, 8, AND 9 IN BLOCK 88 OF ELSTON'S ADDITION TO CHICAGO IN THE WEST ½ OF THE SOUTH WEST ¼ OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. NUMBER'S: 17-04-303-001-0000
17-04-303-002-0000
17-04-303-003-0000

17-04-303-010-0000

CKA: 1155 Home, Chicago, Ill.

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TENANT'S ESTOPPEL CERTIFICATE

To: JDI Division, L.L.C.

Re: 625 W. Division, Chicago, Illinois (the "Property" or "Leased Premises")

Ladies and Gentlemen:

The undersigned ("Tenant") being the tenant under the lease referred to in Paragraph 1 below, covering the Leased Premises understands that **JDI DIVISION, L.L.C.** ("Lender") is providing financing to **625 W. DIVISION CONDOMINIUMS** ("Borrower") with respect to the Property (of which the Leased Premises forms a part) and, as a condition precedent to such financing is requiring and will be relying upon this letter. Accordingly, the undersigned hereby certifies to Lender and its designee the following as of the date hereof:

1. Tenant is the tenant under the Possession Escrow Agreement attached hereto as Exhibit A (the "Lease") with Borrower ("Landlord") dated August 15, 2006, demising the Leased Premises as amended or supplemented by amendment dated, letter dated, etc. (to be specified on each certificate). The term of the Lease commenced on August 15, 2006, and, exclusive of unexercised renewal options (as identified below) contained in the Lease, will expire on December 31, 2006. Tenant has _____ remaining option(s) to renew the term for _____ year(s) each. There have been no other amendments, modifications or revisions to the Lease or renewal options exercised or available to be exercised and there are no agreements of any kind between Landlord (or the managing agent of the Property or the assignee of the Landlord's interest in the lease) and Tenant regarding the Leased Premises, except for the following: (Tenant to fill in if applicable, if none, so state.)

2. The Lease has been properly executed by the Tenant and is in full force and effect.

3. The Leased Premises consists of 37,500 total square feet, of which 36,000 square feet is warehouse space and 1,500 square feet is office space.

4. The total current Base Monthly Installment of Rental payable under the Lease (exclusive of Tenant's percentage share of common expense, insurance and taxes and future escalations or future increases in rent provided for in the Lease) is \$ 66.38 per sq. ft.

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5. The following are the Tenant's Percentage Shares of the items set forth:

Real Estate Taxes*	Percentage Share	<u>100</u>	%
Common Area**	Percentage Share	<u>100</u>	%
Casualty Insurance	Percentage Share	<u>100</u>	%

* Where applicable insert (including special assessments) or (excluding special assessments).

** Where applicable insert (including Landlord's public liability insurance therefor).

6. Tenant is responsible for all utility charges for the Leased Premises (whether supplied by Landlord or the utility suppliers).

7. All improvements, if any, required by the terms of the Lease to be made by the Landlord have been completed as required under the Lease and any abatements, payments, allowances or credits required to be made or given by Landlord to Tenant in connection with the Lease have been made or given.

8. As of the date hereof no installment of Rent under the Lease other than current monthly rent has been paid more than 30 days in advance of its due date nor are any installments of rent past due.

9. Tenant has accepted and is in sole possession of the Leased Premises, the Lease has not been assigned by operation of law or otherwise or by Tenant and no sublease, concession agreement or license, covering the Leased Premises, or any portion thereof has been entered into by Tenant.

10. Landlord is not in default under the Lease and no event has occurred which, with the giving of notice or passage of time, or both, could result in a default thereunder by Landlord.

11. Tenant has no existing defenses, offsets, liens, claims or credits against the rentals or otherwise which presently exist or have accrued under the Lease or against the enforcement of the Lease by Landlord.

12. Except as specifically noted in Paragraph 1 above, Tenant has not been granted (a) any option to extend the term of the Lease, (b) any option to terminate the term of the Lease as of a date earlier than that specified in said Paragraph 1, (c) any option to expand the Leases Premises, (d) any right of first refusal on any other space in the Property, or (e) any option or right of first refusal to purchase the Leased Premises or the Property.

13. Tenant has made a security deposit under the Lease in the amount of \$_____ Landlord is not required to pay any interest on or to hold the security deposit in a segregated account.

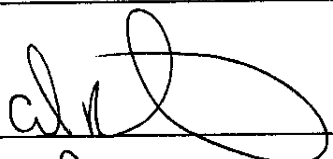
14. Tenant has not received any notice of any present violation of any federal, state, county or municipal laws, regulations, ordinances, orders or directives relating to the use or condition of the Leased Premises or the Property.

15. Tenant has received no notice of and has no knowledge of any prior assignment, pledge or hypothecation of the Lease by Landlord.

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16. Tenant acknowledges that Lender and its designee and their respective beneficiaries, successors and assigns will rely on this Estoppel Certificate and agrees that Lender and its designee and their respective beneficiaries, successors and assigns shall have the right to rely on this Estoppel Certificate.

Dated this 15th day of AUGUST, 2006.

SPACE ORGANIZATION SERVICES, INC.
Tenant
By: 
Title: VICE PRESIDENT

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LEGAL DESCRIPTION

PARCEL 1:

LOT 1 AND THE WEST ½ OF LOT 2 IN BLOCK 88 IN ELSTON'S ADDITION TO CHICAGO, IN SECTION 4, TOWNSHIP 39 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 6, 7, 8, AND 9 IN BLOCK 88 OF ELSTON'S ADDITION TO CHICAGO IN THE WEST ½ OF THE SOUTH WEST ¼ OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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