



AGREEMENT

Doc#: 0904850050 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/17/2009 03:34 PM Pg: 1 of 7

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT

This Subordination, Non-Disturbance and Attornment Agreement ("Agreement") is made as of this 4th day of December, 2008 by and among Bank Financial, F.S.B., a federal savings association, its successors and assigns ("Lender") having its principal place of business at 15W060 North Frontage Road, Burr Ridge, Illinois 60527, and Nextel Retail Stores, LLC a Delaware limited liability company ("Tenant"), and Annex Commercial, LLC a Delaware limited liability company ("Landlord").

RECITALS

- A. Tenant and Landlord have entered into a certain retail lease dated as of November 6, 2002 ("Lease") with respect to certain premises known as 8600 W. Golf Street, Suite 300, Niles, IL 60714 ("Premises"), which premises are part of the property described in Exhibit "A" attached hereto and by this reference made a part hereof ("Property").
- B. Tenant acknowledges that Lender has made a loan to Landlord, which is secured by, among other things a Mortgage (the "Mortgage") and other security instruments encumbering the Property; and
- C. Tenant, Lender and Landlord agree that the Lease shall be subject and subordinate to the Mortgage; provided that Tenant's occupancy of the Premises and its rights under the Lease are not disturbed.

AGREEMENTS

NOW THEREFORE, in consideration of the promises and mutual covenants hereinafter contained, the parties hereto mutually covenant and agree as follows:

1. The Lease and any extensions, renewals, replacements or modifications thereof, and all of the right, title and interest of the Tenant in and to said Premises are and shall be subject and subordinate to the Mortgage and to all of the terms and conditions contained therein, and to any renewals, modifications, replacements, consolidations and extensions thereof. Said Mortgage shall not cover or encumber and shall not be construed as subjecting to the lien thereof any of Tenant's trade fixtures, equipment or other personal property at any time placed on the Property.
2. Lender consents to the Lease and in the event of foreclosure of said Mortgage or in the event Lender or any other party (an "Acquiring Party") comes into possession or acquires title to the Property as a result of the enforcement or foreclosure of the Mortgage, Lender agrees for itself, its successor or assigns and any Acquiring Party that Tenant's possession of the Premises and Tenant's rights under the Lease shall not be disturbed for any reason whatsoever. Additionally, Tenant shall not be added as a party to any foreclosure proceedings.

ARN/CN:163340
PRN/AN: 511543
SRN/LN: 156101 (#1432)

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3. Tenant, Landlord and Lender agree that if the interests of Landlord in the Property shall be transferred to and owned by Lender or an Acquiring Party by reason of the enforcement or foreclosure of the Mortgage, Tenant and Lender or the Acquiring Party, as the case may be, shall be bound to each other under all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining and any extensions or renewals thereof, with the same force and effect as if Lender or the Acquiring Party were the landlord under the Lease, and Tenant shall attorn to Lender or the Acquiring Party as its landlord, said attornment to be effective and self-operative immediately upon Lender or the Acquiring Party succeeding to the interest of the Landlord in the Property and without the execution of any further instruments on the part of any of the parties hereto.

4. Tenant agrees with Lender that if Lender or the Acquiring Party, as the case may be, shall succeed to the interest of the Landlord under the Lease, then Lender or the Acquiring Party shall not be (a) liable for any action or omission of Landlord or any prior landlord under the Lease that is not a continuing obligation under the Lease; (b) subject to any pre-existing offsets or defenses which Tenant is asserting against Landlord or any prior landlord, except for any such pre-existing offsets or defenses which arise after the execution of this Agreement; (c) bound by any rent or additional rent which Tenant might have paid beyond forty-five days (45) to Landlord or any prior landlord, which Lender or the Acquiring Party does not receive; (d) bound by any security deposit which Tenant may have paid to Landlord or any prior landlord, unless such security deposit is made available to Lender or the Acquiring Party, or (e) bound by any material amendment or modification of the Lease made without Lender's consent which shall not be unreasonably withheld, conditioned or delayed. Notwithstanding anything herein to the contrary, Landlord shall be solely responsible for obtaining Lender's prior written consent to any change, modification or amendment to the Lease. Tenant reserves its rights to any and all claims or causes of action against such prior landlord for prior losses or damages and against the successor landlord for all losses or damages arising from and after the date that such successor landlord takes title to the Property

5. Tenant agrees that it shall give Lender the same notice it provides Landlord of any default by Landlord under the Lease and shall give Lender the same period of time to cure the default as Landlord receives under the Lease. Lender's cure period shall be co-terminous with Landlord's cure period.

6. Any notices herein required or permitted to be given to or served upon either party shall be in writing. Any such notice shall be sufficiently given or served, if served personally or if sent by certified mail or by any nationally recognized overnight carrier to Lender, Tenant and Landlord at the respective address listed below:

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Lender:
Bank Financial F.S.B.
a federal savings association
15W060 Frontage Road
Burr Ridge, IL 60527
Attn: Commercial Loan Department

Tenant:
Nextel Retail Stores, LLC
a Delaware limited liability company
6391 SPRINT PARKWAY KSOPHT0101-Z2000
Overland Park, Kansas 66251-2000
Attn: Lease Administration, ARN/CN:163340

Landlord:
Annex Commercial, LLC
a Delaware limited liability company
c/o Pinnacle Real Estate
500 Lake Cook Road, Suite 350
Deerfield, Illinois 60015-4962
Attn: Howard Pattis

Any party may designate any other address for notices upon written notice to the other parties at the above addresses.

7. This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns.

8. This Agreement shall not be modified or amended except by a written document signed by all parties hereto.

9. If there is any conflict in the terms, conditions, or obligations ascribed in this Agreement and the Lease (and any executed amendments or documents, if applicable), the Lease shall prevail.

[Signatures appear on the following page.]

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IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the day and year first above written.

Lender:

Bank Financial F.S.B.,
a federal savings association

By: [Signature]
Name: _____
Title: _____

Tenant:

Nextel Retail Stores, LLC
a Delaware limited liability company

By: [Signature]
Name: Mark J. Matt
Title: Real Estate Manager

Landlord:

Annex Commercial, LLC
a Delaware limited liability company
c/o Pinnacle Real Estate Inc.

By: [Signature]
Name: Howard E. Pettis
Title: Manager - LLC

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Lender Acknowledgment

STATE OF IL)
) SS
COUNTY OF COOK)

The undersigned, a Notary Public in and of the aforementioned state and county, does hereby certify that CANDY LOGIORATO as SENIOR VP of BANKFINANCIAL, F.S.B., personally came before me this day and acknowledged the due execution of the foregoing instrument for the purposes stated therein.

WITNESS my hand and notarial seal this 4TH day of DECEMBER, 2008.



Notary Public

Name: RUNGLAWAN EMERICK

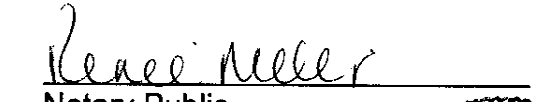
Tenant Acknowledgment

STATE OF Kansas)
) SS
COUNTY OF Johnson)



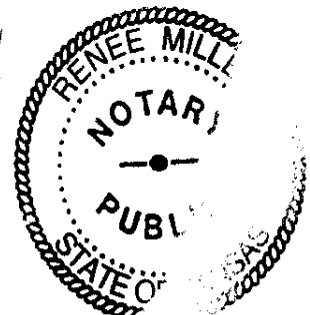
The undersigned, a Notary Public in and of the aforementioned state and county, does hereby certify that MARK I. MATT as Real Estate Manager of Texturtek, LLC, personally came before me this day and acknowledged the due execution of the foregoing instrument for the purposes stated therein.

WITNESS my hand and notarial seal this 4th day of December, 2008



Notary Public
Exp. July 18, 2011

Name: Renee Miller



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Landlord Acknowledgment

STATE OF IL)
) SS
 COUNTY OF COOK)

The undersigned, a Notary Public in and of the aforementioned state and county, does hereby certify that HOWARD E. PATTIS as MANAGER / LANDLORD of ANNEX COMMERCIAL LLC, personally came before me this day and acknowledged the due execution of the foregoing instrument for the purposes stated therein.

WITNESS my hand and notarial seal this 4TH day of DECEMBER 2008.



[Signature]
 Notary Public

Name: RUNGLOWAN EMERICK

Cook County Clerk's Office

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EXHIBIT A LEGAL DESCRIPTION

The East 125 feet of the West 211 feet of the East 261 feet of the North 176.68 feet of the South 226.68 feet of the South 8.89 Chains of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 11, Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois. PIN: 09-11-300—030-0000 and 09-11-300-039-0000

Property of Cook County Clerk's Office