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INSTRUMENT PREPARED BY:
Allen C. Wesolowski
MARTIN & KARCAZES, LTD.
161 N. Clark Street - Suite 550
Chicago, Illinois 60601

Doc#: 1107711081 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/18/2011 02:58 PM Pg: 1 of 4

MAIL TO:
North Community Bank
3639 North Broadway
Chicago, Illinois 60613

LEASE SUBORDINATION AGREEMENT

WHEREAS, PDC3 INC., an Illinois corporation (hereinafter called the "**Landlord**") seeks to borrow the aggregate sum of \$556,750.00 (hereinafter called the "**Loan**") from NORTH COMMUNITY BANK (hereinafter called the "**Lender**"), pursuant to a promissory note in the amount of \$327,500.00 and a promissory note in the amount of \$229,250.00 (hereinafter collectively called the "**Note**"), and Lender is willing to lend said sum;

WHEREAS, in order to induce Lender to make the Loan, Landlord wishes to secure the Note with a first and second mortgage in favor of Lender upon the real estate commonly known as **3320 North Halsted, Unit Numbers 1, 2 and 3, Chicago, IL 60657** and legally described on Exhibit "A" attached hereto (hereinafter collectively called the "**Property**");

WHEREAS, O SPOT, INC., an Illinois corporation, (hereinafter called the "**Tenant**") will be operating its business at the Property pursuant to a lease with Landlord (said lease and any and all amendments and modifications thereto are hereinafter called the "**Lease**");

WHEREAS, Lender requires Tenant to subordinate its leasehold interest in the Property by virtue of the Lease in favor of Lender's first and second mortgage dated January 26, 2011 (hereinafter collectively called the "**Mortgage**"), which secures the Note;

WHEREAS, Tenant is willing to subordinate its leasehold interest in the Property to Lender's Mortgage;

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. Tenant's leasehold and possessory interest in the Property shall be subordinate to the Mortgage of Lender given to secure the Note and any other obligations secured thereby, present or future.

RECORDED
Eugene Moore

INT

Handwritten initials and marks, including a large '4' and a cross-like symbol.

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2. Tenant's leasehold interest by virtue of the Lease shall remain subordinate to the Mortgage of Lender, as long as the Note or any other sums advanced by Lender and secured by the Mortgage remains unpaid.

3. Tenant acknowledges that it has not prepaid base rent for more than one month and agrees that it shall not prepay base rent for more than one month to Landlord without the prior written consent of Lender.

4. There will be no amendment or modification of the Lease without the prior written consent of Lender, as long as Lender has an interest in the Property.

5. Lender, its successors or assigns, shall not be liable to Tenant for any security deposit paid to Landlord under the terms of the Lease.

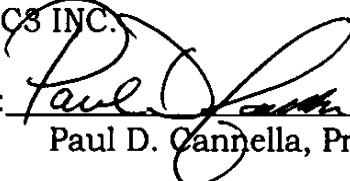
6. At Lender's sole discretion, Lender shall have the right to foreclose Tenant's leasehold and possessory interest in the Property through a foreclosure proceeding; however, the Lender is not required to do such but shall have the right to so act if it deems it appropriate without any recourse from the Landlord and/or Tenant.

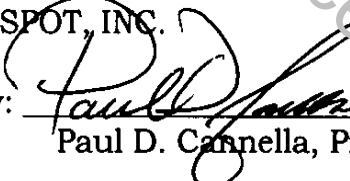
7. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto, and their respective heirs, executors, administrators, successors and assigns.

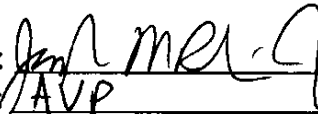
9. This Agreement shall be construed according to the laws of the State of Illinois.

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

IN WITNESS WHEREOF the undersigned has hereunto set its hand, on the 26th day of January, 2011.

PDCS INC.
By: 
Paul D. Cannella, President

O SPOT, INC.
By: 
Paul D. Cannella, President

NORTH COMMUNITY BANK
By: 
Its: AVP

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EXHIBIT "A"

LEGAL DESCRIPTION

UNIT 1, UNIT 2 AND UNIT 3 IN THE 3320 NORTH HALSTED CONDOMINIUMS, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOT 37 IN BLOCK 2 IN BUCKINGHAM'S SUBDIVISION OF BLOCK 4 IN THE PARTITION OF THE NORTH 3/4 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NO. 98966750, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PIN: 14-20-420-060-1001, 14-20-420-060-1002 and 14-20-420-060-1003

Common Address: 3320 North Halsted, Units 1, 2 and 3, Chicago, IL 60657