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CERTIFICATION PREPARED BY
AND RETURN TO:

Doc#: 1136244005 Fee: \$54.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/28/2011 10:40 AM Pg: 1 of 10

Stephen F. Cook, Esq.
Bullivant Houser Bailey, P.C.
888 SW Fifth Ave., Suite 300
Portland, OR 97204

SUBORDINATION, NON-DISTURBANCE AND ATTORNTMENT AGREEMENT

PIN: 17-06-200-003-0000

Legal description: LOT 3 IN O.H ALLEN'S SUBDIVISION OF 1.535/1000 ACRES IN THE
NORTHWEST CORNER OF THE WEST 1/2 OF THE NORTHWEST 1/4
OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE
THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT
THEREOF RECORDED IN BOOK 16 OF PLATS, PAGE 11, IN COOK
COUNTY, ILLINOIS.

Certification: The undersigned, as legal counsel to one of the parties, certifies that to the
best of the undersigned's knowledge, belief and records, the copy of the
document attached hereto, entitled Subordination, Non-Disturbance and
Attornment Agreement and consisting of nine (9) pages is a true and
correct copy of the document as signed by the parties thereto.

Stephen F. Cook
Stephen F. Cook

STATE OF OREGON)
: ss.
County of Multnomah)

On this ^{November} ~~29th~~ day of October, 2011, before me personally appeared Stephen F. Cook, and
acknowledged this instrument to be his free and voluntary act and deed for the uses and purposes
herein mentioned on oath.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the
day and year first above written.



Janice R Mc Ginty
Notary Public in and for the State of Oregon
My Commission Expires: 1 22 14
December 28 20 11

This is to certify that this is a true
and correct copy of the original recorded
document.

CHICAGO TITLE & TRUST COMPANY

By: *Janet A Fagan* Janet A Fagan Notary Council

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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT

This Subordination, Non-Disturbance and Attornment Agreement is entered into effective as of September 20, 2011 by and among Crystal Lake Bank & Trust Company, N.A. ("Lender"), Dr. Martens Airwair USA LLC, a Delaware limited liability company ("Tenant"), and Cynthia M. Murray ("Landlord").

Recitals

A. Tenant is party to that certain Building Store Lease dated September 20, 2011 (the "Lease") with Landlord covering certain premises (the "Premises") located in the City of Chicago, County of Cook, State of Illinois, situated on certain real property (the "Property") as more particularly described in Exhibit A -- Real Property attached hereto and hereby made a part hereof.

B. Lender holds a lien on the Property pursuant to the terms of that certain Mortgage dated July 19, 2005 recorded in the records of the Cook County Recorder of Deeds as document no. 052071113 (the "Mortgage").

Agreement

1. Subordination. The Lease and all of the terms, covenants and provisions thereof and all rights, remedies and options of Tenant thereunder are and shall at all times continue to be subject and subordinate in all respects to the terms, covenants and provisions of the Mortgage and all other documents related to the loan secured by the Mortgage (collectively, the "Loan Documents") and to the lien thereof, including without limitation, all renewals, increases, modifications, spreaders, consolidations, replacements and extensions thereof and to all sums secured thereby and advances made thereunder.

2. Non-Disturbance. If any action or proceeding is commenced by Lender for the foreclosure of the Mortgage or the sale of the Property, Tenant shall not be named as a party therein unless such joinder shall be required by law, provided, however, that any such joinder shall not result in the termination of the Lease or disturb the Tenant's possession or use of the Premises, and the sale of the Property in any such action or proceeding and the exercise by Lender of any of its other rights under the Loan Documents shall be made subject to all rights of Tenant under the Lease, provided that at the time of the commencement of any such action or proceeding or at the time of any such sale or exercise of any such other rights (a) Tenant shall be in possession of the Premises, (b) the Lease shall be in full force and effect and (c) Tenant shall not be in default under any of the terms, covenants or conditions of the Lease or of this Agreement on Tenant's part to be observed or performed, subject to any applicable cur provisions allowed Tenant under the Lease.

3. Payment of Rent After Notice to Tenant. After notice is given to Tenant by Lender that the Landlord is in default under the Loan Documents and that the rentals under the Lease should be paid to Lender pursuant to the terms of the assignment of leases and rents executed and

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delivered by Landlord to Lender in connection therewith, Tenant shall thereafter pay to Lender or as directed by the Lender, all rentals and all other monies due or to become due to Landlord under the Lease and Landlord hereby expressly authorizes Tenant to make such payments to Lender and hereby releases and discharges Tenant from any liability to Landlord on account of any such payments.

4. Attornment. If Lender or any other subsequent purchaser of the Property shall become the owner of the Property by reason of the foreclosure of the Mortgage or the acceptance of a deed or assignment in lieu of foreclosure or by reason of any other enforcement of the Loan Documents (Lender or such other purchaser being hereinafter referred as "Purchaser"), and the conditions set forth in Section 2 above have been met at the time Purchaser becomes owner of the Property, the Lease shall not be terminated or affected thereby but shall continue in full force and effect as a direct lease between Purchaser and Tenant upon all of the terms, covenants and conditions set forth in the Lease and, in that event, Tenant agrees to attorn to Purchaser and Purchaser, by virtue of such acquisition of the Property shall be deemed to have agreed to accept such attornment, provided, however, that Purchaser shall not be (a) liable for the failure of any prior landlord (any such prior landlord, including Landlord and any successor landlord, being hereinafter referred to as a "Prior Landlord") to perform any of its obligations under the Lease which have accrued prior to the date on which Purchaser shall become the owner of the Property, provided that the foregoing shall not limit Purchaser's obligations under the Lease to correct any conditions that (i) existed as of the date Purchaser shall become the owner of the Property and (ii) violate Purchaser's obligations as landlord under the Lease; or (b) subject to any offsets, defenses, abatements or counterclaims known to Tenant and not communicated to Prior Landlord which shall have accrued in favor of Tenant against any Prior Landlord prior to the date upon which Purchaser shall become the owner of the Property, (c) liable for the return of rental security deposits, if any, paid by Tenant to any Prior Landlord in accordance with the Lease unless such sums are actually received by Purchaser, or (d) bound by any payment of rents, additional rents or other sums which Tenant may have paid more than one (1) month in advance to any Prior Landlord unless (i) such sums are actually received by Purchaser or (ii) such prepayment shall have been expressly approved of by Purchaser. In the event that any liability of Purchaser does arise pursuant to this Agreement, such liability shall be limited and restricted to Purchaser's interest in the Property and shall in no event exceed such interest. Alternatively, upon the written request of Lender or its successors or assigns, Tenant shall enter into a new lease of the Premises with Lender or such successor or assign for the then remaining term of the Lease, upon the same terms and conditions as contained in the Lease, except as otherwise specifically provided in this Agreement.

5. Trade Fixtures. Effective with the date of this Agreement, the Lender hereby acknowledges that the furniture, fixtures, equipment, signs, and any property bearing any of Tenant's trade name and/or trademark, whether registered or unregistered, which may be installed in or upon the Premises at Tenant's cost, shall not be deemed to become a part of the Premises or the Property and may be removed by Tenant at any time during the term of the Lease or any extension or renewal thereof. The Lender hereby consents to the alteration of improvements on the Premises from time to time during the term of the Lease or any extensions or renewals thereof, provided such alteration shall conform with the terms and provisions of the Lease and shall not diminish the value of the improvements.

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6. Notices. All notices or other written communications hereunder shall be deemed to have been properly given (i) upon delivery, if delivered in person or by facsimile transmission with receipt acknowledged by the recipient thereof and confirmed by telephone by sender, (ii) one (1) Business Day (hereinafter defined) after having been deposited for overnight delivery with any reputable overnight courier service, or (iii) three (3) Business Days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

6.1. Tenant. If to Tenant:

Dr. Martens Airwair USA LLC
10 NW 10th Avenue
Portland, Oregon 97209
Attention: President

6.2. Lender. If to Lender:

Crystal Lake Bank & Trust Co.
70 N. Williams Street
Crystal Lake, IL 60014

6.3. Landlord. If to Landlord:

Cynthia Murray
3739 N. Greenview 1R
Chicago, IL 60613

or addressed as such party may from time to time designate by written notice to the other parties. For purposes of this Section 6, the term "Business Day" shall mean a day on which commercial banks are not authorized or required by law to close in the state where the Property is located. Either party by notice to the other may designate additional or different addresses for subsequent notices or communications.

7. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Lender, Tenant and Purchaser and their respective successors and assigns.

8. Governing Law. This Agreement shall be deemed to be a contract entered into pursuant to the laws of the State where the Property is located and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State where the Property is located.

9. Miscellaneous. This Agreement may not be modified in any manner or terminated except by an instrument in writing executed by the parties hereto. If any term, covenant or condition of this Agreement is held to be invalid, illegal or unenforceable in any respect, this Agreement shall be construed without such provision. This Agreement may be executed in any

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number of duplicate originals and each duplicate original shall be deemed to be an original. This Agreement may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single Agreement. The failure of any party hereto to execute this Agreement, or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

10. Definitions. The term "Lender" as used herein shall include the successors and assigns of Lender and any person, party or entity which shall become the owner of the Property by reason of a foreclosure of the Loan Documents or the acceptance of a deed or assignment in lieu of foreclosure or otherwise. The term "Landlord" as used herein shall mean and include the present landlord under the Lease and such landlord's predecessors and successors in interest under the Lease, but shall not mean or include Lender. The term "Property" as used herein shall mean the Property, the improvements now or hereafter located thereon and the estates therein encumbered by the Loan Documents.

11. Further Acts. Tenant will, at the cost of Tenant, and without expense to Lender, do, execute, acknowledge and deliver all and every such further acts and assurances as Lender shall, from time to time, require, for the better assuring and confirming unto Lender the property and rights hereby intended now or hereafter to be, or for carrying out the intention or facilitating the performance of the terms of this Agreement or for filing, registering or recording this Agreement, or for complying with all applicable laws.

[Signature Pages Follow]

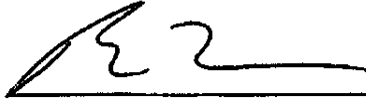
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Signature Page

This Subordination, Non-Disturbance and Attornment Agreement is entered into as of the date first above written.

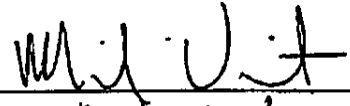
LENDER

CRYSTAL LAKE BANK & TRUST
COMPANY, N.A.

By: 
Name: Brian Fowler
Title: Vice President

TENANT

DR. MARTENS AIRWAIR USA LLC

By: 
Name: Michael Vincent
Title: C.O.O.

LANDLORD


CYNTHIA M. MURRAY

Property of Cook County Clerk's Office

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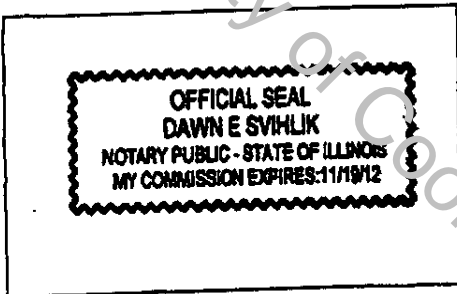
ACKNOWLEDGEMENTS

LENDER'S ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I certify that I know or have satisfactory evidence that Brian Fowler is the person who appeared before me, and said person acknowledged that s/he signed this instrument as the Vice President of Crystal Lake Bank and Trust Company, a Illinois Corporation, and acknowledged the said document to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned.

DATED: September 19, 2011



Dawn E. Svihlik
(Signature)
Dawn E. Svihlik
(Please print name legibly)

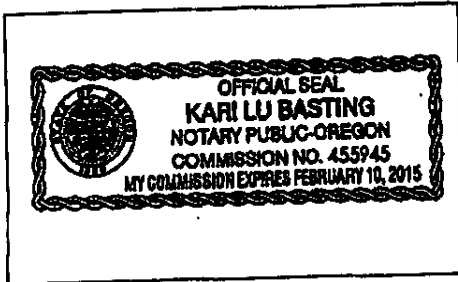
NOTARY PUBLIC in and for the State of Illinois, residing at Lake In The Hills, IL
My commission expires 11/19/12

TENANT'S ACKNOWLEDGEMENT

STATE OF OREGON)
) ss.
COUNTY OF MULTNOMAH)

I certify that I know or have satisfactory evidence that Michael Vincentis is the person who appeared before me, and said person acknowledged that s/he signed this instrument as C.O.O. of Dr. Martens AirWair USA LLC, an Oregon limited liability company, and acknowledged the said document to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned.

DATED: 9-30, 2011



Kari Lu Basting
(Signature)
KARI LU BASTING
(Please print name legibly)

NOTARY PUBLIC in and for the State of ~~Washington~~, residing at Multnomah county
My commission expires Feb. 10, 2015

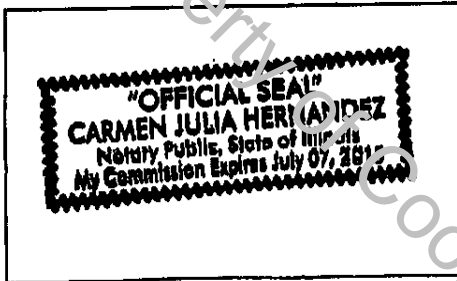
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LANDLORD'S ACKNOWLEDGEMENT

STATE OF ILLINOIS)
COUNTY OF Cook) ss.

On this day before me, the undersigned Notary Public, personally appeared Cynthia M. Murray, to me known to be the individual described in and who executed the Mortgage, and acknowledged that she signed the Mortgage as her free and voluntary act and deed, for the uses and purposes therein mentioned.

DATED: 9-20, 2011



Carmen Julia Hernandez
(Signature)
Carmen Julia Hernandez
(Please print name legibly)
NOTARY PUBLIC in and for the State of
Illinois, residing at Chgo Ill.
My commission expires July 17, 2015

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State of Oregon

County of : Multnomah

I certify that this a true and correct copy of a document in the possession of:

As of this date: 9-30-11

Dated: 9-30-11

(Print) Kari Lu Basting

(Signature) *Kari Lu Basting*



Title: Notary Public

My appointment

Expires on: February 10, 2015

of Cook County Clerk's Office

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EXHIBIT A – LEGAL DESCRIPTION

LOT 3 O. H. ALLEN'S SUBDIVISION OF 535/1000 ACRES IN THE NORTH WEST CORNER OF THE WEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 16 OF PLATS, PAGE 11, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

Signature Page to
SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT