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1210745016

This Instrument was prepared by and
After recording return to:

Knowledge Universe Education LLC
650 NE Holladay Street, Suite 1400
Portland, OR 97232
Attn: Legal Department

Doc#: 1210745016 Fee: \$54.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 04/16/2012 01:22 PM Pg: 1 of 9

(Space Above for Recorder's Use Only)

ESTOPPEL, SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

Address:

100 s. Morgan Street
Chicago, IL 60607

Tax Parcel No(s):

17-17-211-013-0000
17-17-211-014-0000

429979 10P1

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ESTOPPEL, SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS ESTOPPEL, SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is made and entered into this 29th day of December, 2011, by and between Knowledge Universe Education LLC, a Delaware limited liability company ("Tenant"), and BlueLeaf Lending, LLC, an Illinois limited liability company ("Lender"), and 100 S. Morgan, LLC, an Illinois limited liability company ("Landlord").

RECITALS

WHEREAS, Landlord and Tenant executed a lease dated as of December 7, 2011 (the "Lease"), a memorandum of which shall be recorded, affecting covering certain real property located at 100 South Morgan Street, Chicago, IL, a legal description of which property is attached hereto and incorporated herein by this reference as **Exhibit A** (the "Property"); and

WHEREAS, Landlord has executed a Mortgage and other security instruments relating thereto (herein, collectively, the "Mortgage") dated December 29, 2011, and recorded on December 30, 2011, as Document #1136418076 in favor of Lender, payable upon the terms and conditions described therein; and

WHEREAS, it is a condition of the Mortgage that it shall unconditionally be and remain at all times a lien or charge upon the Property until satisfied or otherwise released, prior and superior to the Lease and to the leasehold estate created thereby; and

WHEREAS, the parties hereto desire to assure Tenant's possession and control of the Premises under the Lease upon the terms and conditions therein contained.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereby agree as follows:

AGREEMENT:

1. The Lease is now, and will at all times and for all purposes be, subject and subordinate, in every respect, to the Mortgage, with the provisions of the Mortgage and this Agreement controlling over the provisions of the Lease. The Lease is subordinate and subject, in each and every respect, to any and all increases, renewals, modifications, extensions, substitutions, replacements and/or consolidations of the Mortgage, (collectively a "Modification"), and all other loan documents securing the note, provided that any and all Modifications shall nevertheless be subject to the terms of this Agreement.

2. As of the date of this Agreement, the Mortgage and all monetary and non-monetary obligations secured thereby are current and Landlord is not in default.

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3. Landlord has satisfied all terms and provisions of the Mortgage to date, is not in any respect in default in performance thereof, nor is there now any fact or condition known to Lender or Landlord which, with notice or lapse of time or both, would become a default.

4. Landlord's execution of the Lease does not and will not, with notice or lapse of time or both, constitute or become a default under the Mortgage.

5. Should Lender become the owner of the Property, or should the Property be sold by reason of foreclosure or other proceedings brought to enforce the Mortgage, or should the Property be transferred by deed in lieu of foreclosure, or should any portion of the Property be sold under a trustee's sale, the Lease shall continue in full force and effect as a direct lease between the then owner of the Property and Tenant, upon, and subject to, all of the terms, covenants and conditions of the Lease for the balance of the Initial Term thereof remaining, including any extension(s) therein provided. Tenant does hereby agree to attorn to Lender or to any such owner as its landlord. Such attornment is effective and self-operative without the execution of any further instrument. Tenant, upon request, will sign and deliver any instruments reasonably requested to evidence such attornment. Tenant waives the provisions of any statute or rule of law, now or hereafter in effect, which may give or purport to give Tenant any right or election to terminate or otherwise adversely affect the Lease and the obligations of Tenant thereunder as a result of any such foreclosure or trustee's sale.

6. Notwithstanding any other provision of this Agreement, Lender shall not be (a) liable for any default of any landlord under the Lease (including Landlord); (b) subject to any offsets or defenses which have accrued prior to the date of foreclosure; (c) bound by any rent that Tenant may have paid under the Lease more than one month in advance; (d) bound by any amendment or modification of the Lease hereafter made without prior written notice to Lender; (e) responsible for the return of any security deposit delivered to Landlord under the Lease and not subsequently received by Lender.

7. Contemporaneously with any notice of a Landlord default sent to Landlord, Tenant will send written notice to Lender at 510 Park Crest Drive, Freeport, Illinois 61032, Attention: Todd M. Wright, referencing Loan Number 500225, by certified mail, return receipt requested, of the occurrence of any default by Landlord and will specify with reasonable clarity the events constituting such default. If the referenced default would entitle Tenant to cancel the Lease or abate the rent payable thereunder, no such cancellation or abatement of rent will be effective unless Lender receives notice in the form and manner required by this paragraph and fails (a) within the same amount of time allotted to Landlord to cure or cause to be cured any default which can be cured by the payment of money and (b) to cure or caused to be cured within sixty (60) days of the receipt of such notice any default which cannot be cured by the payment of money ("Non-Monetary Default"); provided, however, that if the Non-Monetary Default is not capable of cure within such sixty-day period, no cancellation or abatement by Tenant will be effective as to Lender unless Lender fails within the original sixty (60) day period to commence and diligently prosecute the cure of such default to completion. Tenant will accept cure of any Landlord default by Lender. Notwithstanding the foregoing notice and cure period to be provided to Lender, should Lender, its affiliates, subsidiaries, or related entities (who shall be so identified to Tenant as necessary) become the owner of the Property, or be named as mortgagee in possession, in the event that there is any repair work (which is the responsibility of Landlord

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under the Lease) which is required to be made immediately in order to address an emergency threatening property damage or human health or safety which could materially adversely affect the operation of Tenant's business, provided that either (i) Tenant has made every reasonable effort to notify Lender of the necessity of such repair work but is unable to so notify Lender, or (ii) has notified Lender of the necessity of such repair work but Lender has failed to promptly respond thereto, Tenant shall be entitled to take immediate curative action but only to the extent immediately necessary to address the emergency. Provided that Tenant has complied with the foregoing requirements, Tenant may thereafter exercise its remedies under the Lease to obtain reimbursement for such expenses.

8. If Lender sends written notice to Tenant to direct its rent and any other payments due under the Lease to Lender instead of Landlord, then Tenant agrees to follow the instructions set forth in such written instructions and deliver rent payments to Lender; however, Landlord and Lender agree that Tenant shall be credited under the Lease for any such payments sent to Lender pursuant to such written notice.

9. All notices which may or are required to be sent under this Agreement shall be made in accordance with Section 31 of the Lease and shall be sent to the party at the address appearing below or such other address as any party shall hereafter inform the other party by written notice given as set forth above:

Tenant: Knowledge Universe Education LLC
650 NE Holladay Street, Suite 1400
Portland, OR 97232
Attn: Real Estate Department
Phone: 503.872.1300
Fax: 503.872.1447

Landlord: 100 S. MORGAN, LLC
c/o Echelon Capital
121 West Wacker Drive, Suite 2756
Chicago, Illinois 60601

Lender: BlueLeaf Lending, LLC
510 Park Crest Drive
Freeport, IL 61032
Attn: Todd M. Wright
Phone: 815.637.7844
Fax: 815.639.9076
Re: Loan Number 500225

10. Said Mortgage shall not cover or encumber and shall not be construed as subjecting in any manner to the lien thereof any of Tenant's improvements or trade fixtures, furniture, equipment or other personal property at any time placed or installed in the Property. In the event the Property or any part thereof shall be taken for public purposes by condemnation or transfer in lieu thereof or the same are damaged or destroyed, the rights of the parties to any

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condemnation award or insurance proceeds shall be determined and controlled by the applicable provisions of the Lease.

11. Tenant warrants to Lender, as of the date hereof, that (a) the Lease to which this Agreement is attached as an exhibit is a true, correct and complete copy of the Lease, (b) there are no known defaults on the part of Landlord, (c) the Lease is a complete statement of the agreement of the parties with respect to the leasing of the Property, (d) the Lease is validly executed by Tenant and in full force and effect, and (e) all conditions to the effectiveness or continuing effectiveness thereof required to be satisfied as of the date hereof have been satisfied. Tenant acknowledges and warrants to Lender that it has not subordinated the Lease or any of its rights under the Lease to any lien or mortgage other than the Mortgage.

12. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors in interest, heirs and assigns and any subsequent owner of the Property.

13. Should any action or proceeding be commenced to enforce any of the provisions of this Agreement or in connection with its meaning, the prevailing party in such action shall be awarded, in addition to any other relief it may obtain, its reasonable costs and expenses, not limited to taxable costs, and reasonable attorneys' fees. 5

14. Tenant shall not be joined in any action or proceeding which may be instituted or taken by reason of or under any default by Landlord in the performance of the terms, covenants, conditions and agreements set forth in the Mortgage.

[Signatures on following pages]

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

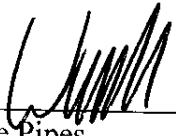
WITNESS:

TENANT:

Name: _____

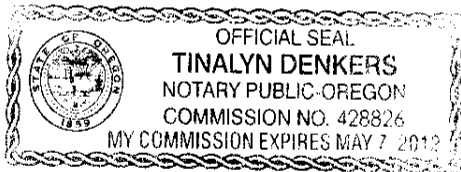
**KNOWLEDGE UNIVERSE EDUCATION
LLC**, a Delaware limited liability company

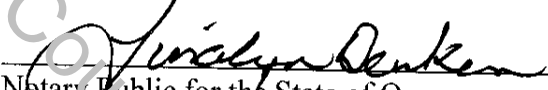
Name: _____

By: 
Name: Wayne Pipes
Title: Vice President, Facilities and Development

STATE OF OREGON)
) ss.
County of Multnomah)

The foregoing instrument was acknowledged before me on March 8, 2012 by Wayne Pipes the Vice President, Facilities and Development of Knowledge Universe Education LLC, a Delaware limited liability company.




Notary Public for the State of Oregon
Commission Expires: May 7, 2012

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EXHIBIT A TO NONDISTURBANCE AND ATTORNMENT AGREEMENT

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL 1:

LOT 1 (EXCEPT THE WEST 6 INCHES THEREOF) IN THE ASSESSORS DIVISION OF LOTS 1 AND 2 OF LOT 1 IN BLOCK 6, IN DUNCAN'S ADDITION TO CHICAGO, AND OF SUB-LOTS 1 AND 2 OF LOT 1 IN BLOCK 13, IN THE CANAL TRUSTEES' SUBDIVISION OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED, IN BOOK 47 "B", PAGE 28 "B" OF THE RECORDER OF DEEDS IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 2 IN THE ASSESSORS DIVISION OF LOT 1, IN BLOCK 6, IN DUNCAN'S ADDITION TO CHICAGO, AND OF SUB-LOTS 1 AND 2 OF LOT 1, IN BLOCK 13, IN THE CANAL TRUSTEES' SUBDIVISION OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE EAST 23.5 FEET OF THE WEST 522 FEET OF LOT 1, OF OUTLOT OR BLOCK 13, IN THE CANAL TRUSTEES' SUBDIVISION OF THE WEST 1/2, AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THE WEST 6 INCHES OF LOT 1, IN THE ASSESSORS' DIVISION OF LOTS 1 AND 2, IN THE ASSESSORS' DIVISION OF LOT 1, IN BLOCK 6, IN DUNCAN'S ADDITION OF LOTS 1 AND 2, IN THE ASSESSORS DIVISION OF LOT 1, IN THE ASSESSORS DIVISION OF BLOCK 13, IN THE CANAL TRUSTEES' SUBDIVISION, AFORESAID.

PARCEL 5:

THE WEST 26.5 FEET OF LOT 3, IN THE SUBDIVISION OF LOT 1, IN BLOCK 13, IN THE CANAL TRUSTEES' SUBDIVISION OF THE WEST 1/2, AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PREMISES BEING ALSO DESCRIBED AS; THAT PART OF LOT 1, IN BLOCK 13, AFORESAID, BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 1, BEING THE SOUTH LINE OF MONROE STREET, 472 FEET EAST OF THE WEST LINE OF THE SAID LOT; THENCE EAST, ALONG THE NORTH LINE OF THE SAID LOT, 26.5 FEET; THENCE SOUTH, 150 FEET, MORE OR LESS, TO THE SOUTH LINE OF SAID LOT 1, 26.5 FEET; THENCE NORTH, 150 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.