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THIS INSTRUMENT WAS PREPARED
BY AND AFTER RECORDING
SHOULD BE RETURNED TO:

James A. Schraidt, Esq.
Scott & Kraus, LLC
150 South Wacker Drive
Suite 2900
Chicago, Illinois 60606

Permanent Index Number:
07-15-100-027-0000

Property Address:

150 W. Higgins Road
Schaumburg, Illinois 60173



Doc#: 1229804032 Fee: \$56.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/24/2012 08:58 AM Pg: 1 of 10

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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is made and entered into as of October 11, 2012, by and among AMALGAMATED BANK OF CHICAGO, an Illinois banking corporation (the "Lender"), having its principal place of business at One West Monroe Street, Chicago, Illinois 60605, TLE at Schaumburg, LLC, a Delaware limited liability company (the "Tenant"), having its principal place of business at 4855 Technology Way, Suite 700, Boca Raton, FL 33431, and SCHAUMBURG CHILDCARE EXCHANGE, L.L.C., a Delaware limited liability company, not in its individual capacity but solely in its capacity as signatory trustee of SCHAUMBURG CHILDCARE DST, a Delaware statutory trust, as successor in interest to Equities-Grobmar, L.L.C., an Illinois limited liability company (the "Landlord"), having its principal offices at 2901 Butterfield Road, Oak Brook, Illinois 60523.

BACKGROUND

A. The Lender is the mortgagee under the Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated October 11, 2012, to be recorded concurrently herewith (the "Mortgage"), which Mortgage encumbers the Real Estate (as hereinafter defined) and secures a principal indebtedness in the amount of Two Million and No/100 Dollars (\$2,000,000).

B. The Tenant has entered into a lease agreement (together with all amendments and modifications thereof, hereinafter being referred to as the "Lease") dated April 6, 2010 with the Landlord, pursuant to which the Tenant has leased certain premises (the "Leased Premises") consisting of approximately consisting of one-story building containing eleven thousand (11,000) net rentable square feet and outside play area of five thousand (5,000) square feet ("Building") to be constructed on the parcel of land (the "Land"; the Land and

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Building being collectively referred to herein as the "Real Estate") legally described on Exhibit "A" attached hereto and made a part hereof.

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

1. The Landlord and Tenant represent and warrant to the Lender that the Lease and its amendments constitute the entire agreement between the Tenant and the Landlord with respect to the Leased Premises and there are no other agreements, written or verbal, governing the tenancy of the Tenant with respect to the Leased Premises.

2. Simultaneous with the delivery of this Agreement, the Tenant will execute and deliver to the Lender that certain Tenant Estoppel Certificate dated on or about the date hereof (the "Estoppel Certificate"). The provisions of the Estoppel Certificate are hereby incorporated into this Agreement as if fully set forth in this Agreement in their entirety.

3. The Tenant covenants with the Lender that so long as Tenant's quiet enjoyment of the Leased Premises is not disturbed and its rights under the Lease will be recognized, 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.

4. Landlord represents to the Tenant that the Landlord has collaterally assigned to the Lender any and 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, the Landlord and Tenant agree that, upon receipt of a notice of a default by the Landlord under such assignment and a demand by the Lender for direct payment to the Lender of the rents due under the Lease, the Tenant will honor such demand and make all subsequent rent payments directly to the Lender and Landlord releases Tenant from any liability and will indemnify and hold Tenant harmless from any such payments made to Lender rather than Landlord. Landlord and Tenant further agree that any Lease termination fees payable under the Lease shall be paid jointly to the Landlord and the Lender.

5. The Lender agrees that so long as the Tenant is not in default hereunder or under the Lease:

(a) The 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 the Tenant is a necessary party under applicable law); and

(b) The possession by the Tenant of the Leased Premises and the 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.

6. Prior to pursuing any remedy available to the Tenant under the Lease, at law or in equity as a result of any failure of the Landlord to perform or observe any covenant, condition,

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provision or obligation to be performed or observed by the Landlord under the Lease (any such failure being hereinafter referred to as a "Landlord's Default"), the Tenant shall provide the Lender with a copy of the default notice sent to the Landlord. Lender shall have the same time period as Landlord under the Lease to cure the default.

7. If the Lender 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 the 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 subsection (b) below), and in such event:

(a) The 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 the Tenant elects or has elected to exercise its options to extend the term), and the 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 the Lender exercises its remedies then the Tenant shall execute such additional documents evidencing such attornment as may be required by applicable law), provided that, so long as Tenant is not in default under the Lease, such successor Landlord shall not disturb Tenant's possession of the Premises and the Lease continues in full force and effect as, or as if it were, a direct lease between the successor Landlord and Tenant upon all terms, conditions and covenants as are set forth in the Lease;

(b) Such new owner shall be bound to the Tenant under all of the terms, covenants and provisions of the Lease for the remainder of the term thereof (including the extension periods, if the Tenant elects or has elected to exercise its options to extend the term); provided, however, that such new owner shall not be:

(i) liable for any act or omission of any prior landlord (including the Landlord);

(ii) subject to any offsets or defenses which the Tenant has against any prior landlord (including the Landlord) unless the Tenant shall have provided the Lender 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 6 above;

(iii) bound by any base rent, percentage rent, additional rent or any other amounts payable under the Lease which the Tenant might have paid in advance for more than the current month to any prior landlord (including the Landlord);

(iv) liable to refund or otherwise account to the Tenant for any security deposit not actually paid over to such new owner by the Landlord;

(v) bound by any amendment or modification of the Lease which decreases the term of the Lease, reduces the rent or other sums payable by Tenant thereunder or materially increases the obligations of Landlord thereunder, made without the Lender's consent; or

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(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 the Landlord), but shall be liable for its representations and warranties as Landlord with respect to matters arising after it takes title to the Premises.

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 Lender: Amalgamated Bank Of Chicago
One West Monroe Street
Chicago, Illinois 60603
Attention: Kevin M. O'Rourke

With a copy to: Scott & Kraus, LLC
150 South Wacker Drive, Suite 2900
Chicago, Illinois 60606
Attention: Eugene S. Kraus, Esq.

To Landlord: Schaumburg Childcare DST
Schaumburg Childcare Exchange, L.L.C.
2901 Butterfield Road
Oak Brook, Illinois 60523
Attention: Joseph Binder

With copy to: Inland Private Capital Corporation
2901 Butterfield Road
Oak Brook, Illinois 60523
Attention: General Counsel

To Tenant: TLE at Schaumburg, LLC
4855 Technology Way, Suite 700
Boca Raton, Florida 33431
Attention: Legal Department

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 section 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. The Tenant acknowledges and agrees that the Lender will be relying on the representations, warranties, covenants and agreements of the Tenant contained herein.

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 the Lender, all of whom

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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.

12. The Lender is hereby authorized to rely upon and accept as an original this Agreement, any Loan Documents or other communication which is sent to the Lender by facsimile, telegraphic or other electronic transmission (each, a "Communication") which the Lender in good faith believes has been signed by Tenant and Landlord and has been delivered to the Lender by a properly authorized representative of the Tenant and Landlord, whether or not that is in fact the case. Notwithstanding the foregoing, the Lender shall not be obligated to accept any such Communication as an original and may in any instance require that an original document be submitted to the Lender in lieu of, or in addition to, any such Communication so long as Lender promptly notifies such party that it is not accepting such facsimile, telegraphic or other electronic transmission, otherwise such facsimile, telegraphic or other electronic transmission shall be deemed an original.

13. This Agreement shall not be deemed to alter, modify or replace any of the terms and conditions set forth in the Lease. Notwithstanding anything to the contrary contained herein, this Agreement shall not affect or diminish: (a) Landlord's obligation to construct the Premises in accordance with the provisions of the Lease, and (b) Tenant's right to exercise its option to assign, sublet or transfer its interest in accordance with the provisions of the Lease.

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

LENDER:

AMALGAMATED BANK OF CHICAGO, an
Illinois banking corporation

By: 

Name: Kevin D. Bourke

Title: Vice President

TENANT:

TLE AT SCHAUMBURG, LLC, a Delaware
limited liability company

By: The Learning Experience Holding Corp., a
Delaware corporation, its Managing Member

By: _____

Name: Richard S. Weissman

Its: President

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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.

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

LENDER:

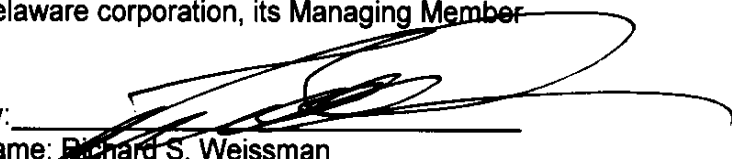
AMALGAMATED BANK OF CHICAGO, an Illinois banking corporation

By: _____
Name: _____
Title: _____

TENANT:

TLE AT SCHAUMBURG, LLC, a Delaware limited liability company

By: The Learning Experience Holding Corp., a Delaware corporation, its Managing Member

By: 
Name: Richard S. Weissman
Its: President

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LANDLORD:

SCHAUMBURG CHILDCARE DST, a Delaware statutory trust

By: SCHAUMBURG CHILDCARE EXCHANGE, L.L.C., a Delaware limited liability company, as signatory trustee of Schaumburg Childcare DST, a Delaware statutory trust

By: INLAND PRIVATE CAPITAL CORPORATION, a Delaware Corporation, its sole member

By: 
Name: Joseph E. Binder
Title: Assistant Vice President

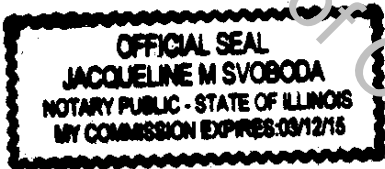
Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
COUNTY OF DuPage) SS

I, Jacqueline SVOBODA the undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that JOSEPH E BINDEL personally known to me to be a ASST. VP of SCHAUMBURG CHILDCARE EXCHANGE, L.L.C., a Delaware limited liability company, on behalf of said company, in its capacity as signatory trustee of Schaumburg Childcare DST, a Delaware statutory trust, whose name is subscribed to the within instrument, appeared before me this day in person and acknowledged that as such ASST. VP of such company, he/she signed and delivered the said instrument as his/her free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth and pursuant to such company's authority.

GIVEN under my hand and Notarial Seal this September 27 2012.

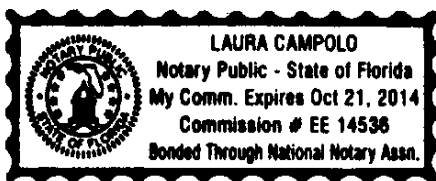


Jacqueline M SvoBoda
Notary Public

STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS

I, Laura Campolo the undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that Richard S. Weissman, personally known to me to be the president of THE LEARNING EXPERIENCE HOLDING CORP., a Delaware corporation, on behalf of said company, in its capacity as a managing member of TLE AT SCHAUMBURG, LLC, a Delaware limited liability company, whose name is subscribed to the within instrument, appeared before me this day in person and acknowledged that as such President of such company, he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth and pursuant to such company's authority.

GIVEN under my hand and Notarial Seal this September 25 2012.



Laura Campolo
Notary Public

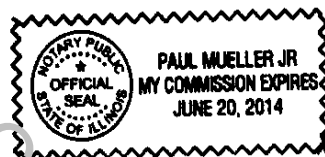
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STATE OF ILLINOIS)
)
COUNTY OF Cook) SS

I, Paul Mueller Jr the undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that KEVIN O'ROURKE personally known to me to be a VICE PRESIDENT of AMALGAMATED BANK OF CHICAGO, an Illinois banking corporation, whose name is subscribed to the within instrument, appeared before me this day in person and acknowledged that as such officer he signed and delivered the said instrument as her free and voluntary act and as the free and voluntary act of said bank, for the uses and purposes therein set forth and pursuant to such bank's authority.

GIVEN under my hand and Notarial Seal this 11th of October 2012.

Paul Mueller Jr
Notary Public



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SCHEDULE A

LEGAL DESCRIPTION

ADDRESS:

150 W. Higgins Road
Schaumburg, Illinois 60173

PIN: 07-15-100-027-000

LEGAL DESCRIPTION:

PARCEL 1:

LOT 3 IN EQUITIES-GROBMAR SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NW QUARTER OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 27, 2011 AS DOCUMENT NO. 1120831057, BEING A RESUBDIVISION OF LOT 2 IN DAMEN SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 6, 1974 AS DOCUMENT NO. 22926613, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE RECIPROCAL ROADWAY, EASEMENT, UTILITY AND STORM WATER MANAGEMENT AND MAINTENANCE AGREEMENT DATED JUNE 27, 2011 AND RECORDED AUGUST 24, 2011 AS DOCUMENT NUMBER 1123618003 AND AS GRANTED BY WARRANTY DEED DATED ~ AND RECORDED ~ AS DOCUMENT NUMBER ~ FOR THE PURPOSE OF INGRESS AND EGRESS OVER, UPON AND ACROSS THE ROADWAY.

PARCEL 3:

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE DECLARATION OF PARKING AND ACCESS EASEMENTS DATED NOVEMBER 25, 1987 AND RECORDED DECEMBER 2, 1987 AS DOCUMENT NUMBER 87638189 FOR THE PURPOSE OF PEDESTRIAN AND VEHICULAR RIGHT OF WAY, PASSAGE AND ACCESS.