

THIS DOCUMENT WAS PREPARED BY
AND AFTER RECORDING MAIL TO:
First Eagle Bank
1040 E. Lake Street
Hanover Park, IL 60133

1303108303
b/p

SUBORDINATION, NON-DISTURBANCE AND ATTORMENT AGREEMENT

THIS AGREEMENT, made and entered into as of the 23rd day of JANUARY, 2013 by and between Skin Care and Spa Institute Inc., an Illinois corporation ("Tenant"), whose address is 10024 Skokie Blvd, Skokie Illinois 60077; 10024 Skokie, LLC, an Illinois limited liability company (hereinafter interchangeably referred to as "Borrower" or "Landlord"), whose address is 2835 N. Sheffield, Suite # 217, Chicago, IL 60657; and First Eagle Bank whose address is 1040 E. Lake St., Hanover Park, IL 60103 (hereinafter referred to as "Lender")

PRELIMINARY STATEMENT OF FACTS:

- A. Lender has agreed to process a first mortgage loan (the "Loan") to Borrower, which is evidenced by a Promissory Note ("Note") and secured by a Mortgage and Assignment of Rents (collectively referred to herein as "Mortgage") on certain real estate as more fully described in Exhibit "A" attached hereto and the improvements thereon ("Premises").
- B. The Mortgage will be recorded in the County of Cook, State of Illinois.
- C. The Tenant is the present lessee under a lease dated June 28, 2011, made by Borrower, as landlord, demising the Premises (the "Leased Premises") (said lease and all amendments thereto being referred to as the "Lease").
- D. As a condition precedent to Lender's renewal of the Loan, Lender has required that Tenant subordinate the Lease and its interest in the Premises in all respects to the lien of the Mortgage.

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E. In return, the Lender is agreeable to not disturbing the Tenant's possession of the Premises.

F. The Lender is disbursing the Loan proceeds in reliance upon the agreements contained in this instrument, but for which it would not disburse the Loan.

NOW, THEREFORE, in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party hereto, it is hereby agreed as follows:

1. **SUBORDINATION.** The Lease, and the rights of Tenant in, to or under the Lease and in and to the Premises, are hereby subjected and subordinated and shall remain in all respects and for all purposes subject, subordinate and junior to the lien of the Mortgage, and to the rights and interest of the from time to time holder of the Mortgage, as fully and with the same effect as if the Mortgage had been duly executed, acknowledged and recorded, and the indebtedness secured thereby had been fully disbursed prior to the execution of the Lease or possession of the Premises by Tenant, or its predecessors in interest.

2. **PURCHASE OPTIONS.** Any options or rights contained in said Lease to acquire title to the Premises are hereby made subject and subordinate to the rights of the Lender under the Mortgage, and any acquisition of title to the Premises made by Tenant during the term of the Mortgage shall be made subordinate and subject to the Mortgage.

3. **TENANT NOT TO BE DISTURBED.** So long as Tenant is not in default (beyond any period given Tenant to cure such default) in the payment of rent or additional rent or in the performance of any of the terms, covenants or conditions of the Lease on Tenant's part to be performed, Tenant's possession of the Premises and Tenant's rights and privileges under the Lease, or any extensions or renewals thereof which may be effected in accordance with any renewal rights therefor in the Lease, shall not be diminished or interfered with by Lender, and Tenant's occupancy of the Premises shall not be disturbed by Lender for any reason whatsoever during the term of the Lease or any such extensions or renewals thereof.

4. **TENANT NOT TO BE JOINED IN FORECLOSURE.** So long as Tenant is not in default (beyond any period given Tenant to cure such default) in the payment of rent or additional rent or in the performance of any of the terms, covenants or conditions of the Lease on Tenant's part to be performed, Lender will not join Tenant as a party defendant in any action or proceeding foreclosing the Mortgage unless such joinder is necessary to foreclose the Mortgage and then only for such purpose and not for the purpose of terminating the Lease.

5. **TENANT TO ATTORN TO LENDER.** If the interests of Borrower shall be transferred to and owned by Lender by reason of foreclosure or other proceedings brought by it in lieu of or pursuant to a foreclosure, or by any other manner, and Lender succeeds to the interest of this Borrower under the Lease, Tenant shall be bound to Lender under all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining and any extensions or renewals

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thereof which may be effected in accordance with any option therefor in the Lease, with the same force and effect as if Lender were the landlord under the Lease, and Tenant does hereby attorn to Lender as its landlord, said attornment to be effective and self-operative immediately upon Lender succeeding to the interest of the Borrower under the Lease without the execution of any further instruments on the part of any of the parties hereto; provided, however, that Tenant shall be under no obligation to pay rent to Lender until Tenant receives written notice from Lender that it has succeeded to the interest of the Borrower under the Lease. The respective rights and obligations of Tenant and Lender upon such attornment, to the extent of the then remaining balance of the term of the Lease and any such extensions and renewals, shall be and are the same as now set forth therein; it being the intention of the parties hereto for this purpose to incorporate the Lease in this Agreement by reference with the same force and effect as if set forth at length herein.

6. LENDER NOT BOUND BY CERTAIN ACTS OF BORROWER. If Lender shall succeed to the interest of Borrower under the Lease, Lender shall not be liable for any act or omission of any prior landlord (including Borrower); nor subject to any offsets or defenses which Tenant might have against any prior landlord (including Borrower); nor bound by any rent or additional rent which Tenant might have paid for more than the then current installment; nor bound by any amendment or modification of the Lease made without its consent. In the event of a default by Borrower under the Lease or an occurrence that would give rise to an offset against rent or claim against Borrower under the Lease, Tenant will use its best efforts to set off such defaults or occurrence and prior to terminating the Lease, Tenant will send written notice of such defaults or an occurrence to Lender at the address of Lender as set forth above and will give Lender such time as is reasonably required to cure such default or rectify such occurrence, provided Lender uses reasonable diligence to correct the same. Tenant agrees that notwithstanding any provision of the Lease to the contrary, it will not be entitled to cancel the Lease, or to abate or offset against the rent, or to exercise any other right or remedy until Lender has been given notice of default and opportunity to cure such default as provided herein.

NOTHING HEREIN CONTAINED SHALL ABATE TENANT'S RIGHT TO MAINTAIN OR INSTALL LIGHTING OR SIGNAGE TO THE EXTERIOR OF THE BUILDING AT 1024 SKOKIE BLVD., SKOKIE, IL.

7. PROCEEDS OF INSURANCE AND CONDEMNATION AWARDS. That Tenant, its successors or assigns shall agree to assign and release unto Lender:

(a) All of its right, title, interest or claim, if any, in and to the proceeds of all policies of insurance covering the Premises for application upon the indebtedness secured by or other disposition thereof in accordance with the provisions of the Mortgage; and

(b) All of its right, title and interest or claim, if any, in and to all awards or other compensation made for any taking of any part of the Premises to be applied upon the indebtedness secured by or disposed of in accordance with the provisions of the Mortgage.

In the event that following any such application and disposition of the insurance proceeds and condemnation award and other compensation, any balance remains, then such excess shall be made payable to Borrower or Tenant, as their interests may appear.

8. ASSIGNMENT OF LEASE. Borrower will by a separate Assignment of Rents and Leases ("Assignment") assign its interest in the rents and payments due under the Lease to Lender as secu-

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rity for repayment of the Loan. If in the future there is a default by the Borrower in the performance and observance of the terms of the Mortgage, the Lender may, at its option under the Assignment, require that all rents and other payments due under the Lease be paid directly to it. Upon notification to that effect by the Lender, the Borrower hereby authorizes and directs Tenant, and the Tenant agrees, to pay any payments due under the terms of the Lease to Lender. The Assignment does not diminish any obligations of the Borrower under the Lease or impose any such obligations on the Lender.

9. SUCCESSORS AND ASSIGNS. This Agreement and each and every covenant, agreement and other provision hereof shall be binding upon the parties hereto and their heirs, administrators, representatives, successors and assigns, including without limitation each and every from time to time holder of the Lease or any other person having an interest therein and shall inure to the benefit of the Lender and its successors and assigns.

10. CHOICE OF LAW. This Agreement is made and executed under and in all respects is to be governed by and construed in accordance with the laws of the State where the Premises are situated.

11. CAPTIONS AND HEADINGS. The captions and headings of the various sections of this Agreement are for convenience only and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.

12. NOTICES. Any notice which any party hereto may desire or may be required to give to any other party shall be in writing and the mailing thereof by certified mail, or equivalent, to the addresses as set forth above, or to such other places any party hereto may by notice in writing designate shall constitute service of notice hereunder.

13. IMPROVEMENTS. Neither the Lender nor any of its successors or assigns shall have any obligation to construct or to complete any construction or to perform any work on the Premises or to prepare the Leased Premises or any part thereof for occupancy. Neither shall the Lender or its successors or assigns be obligated to repair, replace, rebuild or restore the Leased Premises and/or the Premises in the event of damage or destruction thereto. Tenant agrees that any improvements made by it to the Leased Premises pursuant to the Lease will be without obligation on the part of Lender, its successors or assigns, to assume any cost or expense relative thereto and that no such improvements(s) shall occur unless satisfactory arrangements are made to ensure that no mechanic's lien, materialmen's lien or other lien shall arise against or attach to the Premises by reason thereof and to ensure that the lien of the Mortgage shall at all times be prior in right to any such lien.


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The parties agree that a facsimile of this Agreement bearing the facsimile signature of the parties hereto, shall be deemed to be of the same force and effect as an original of a manually signed counterpart of this Agreement.

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

TENANT:


Skin Care and Spa Institute, Inc.

By: 

ROSZA VOLOGINA,
Its: PRESIDENT

BORROWER:

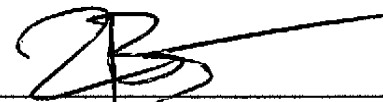
10024 Skokie, LLC
an Illinois limited liability company

By: 

Marc Harris
Its: Manager of LLC

LENDER:

FIRST EAGLE BANK

By: 

Zachary A. Braun
Its: Vice President

Property of Cook County Clerk's Office

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TENANT'S ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

I, Phillip Grossman, a Notary Public in and for the County and State aforesaid, do hereby certify that Rozalia Vologina, PRESIDENT of Skin Care and Spa Institute, Inc., an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 20 day of JANUARY, 2013.

Phillip Grossman
Notary Public

My Commission Expires: 08/30/14



LANDLORD'S/BORROWER'S ACKNOWLEDGMENT

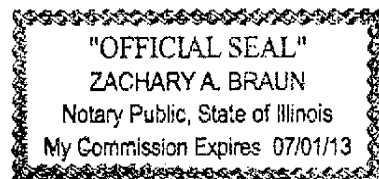
STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

I, Zachary Braun, a Notary Public in and for the County and State aforesaid, do hereby certify that Marc Harris, _____, of 10024 Skokie LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth.

Given under my hand and notarial seal this 24 day of January, 2013

Zachary Braun
Notary Public

My Commission Expires: 7/1/13



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LENDER'S ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

MARY SCHLICHTER, a Notary Public in and for the County and State aforesaid, do hereby certify that Zachary A. Braun, Vice President of First Eagle Bank, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 24th day of JANUARY, 2013

Mary E. Schlichter
Notary Public

My Commission Expires: 8-13-15



Notary Public's Office

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EXHIBIT "A"

PARCEL 1:

THE NORTH 264 FEET OF THE SOUTH 528 FEET OF THE EAST 165 FEET OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE EAST 55 FEET THEREOF, OF WHICH THE EAST 40 FEET OF SAID EAST 55 FEET WAS CONDEMNED FOR CICERO AVENUE ON PETITION FILED JULY 16, 1930 BY VILLAGE OF NILES CENTER, IN COUNTY COURT OF COOK COUNTY, ILLINOIS AS CASE NUMBER 63866, WHEREIN JUDGMENT WAS RENDERED NOVEMBER 5, 1930 AND OF WHICH THE WEST 15 FEET OF SAID EAST 55 FEET WAS CONVEYED BY WARRANTY DEED TO THE STATE OF ILLINOIS AUGUST 5, 1974 FOR RIGHT OF WAY AND HIGHWAY PURPOSES), IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 1 IN NORTH EVANSTON HARRISON BOULEVARD SUBDIVISION OF THE EAST 13.37 ACRES (EXCEPT THE SOUTH 528 FEET OF THE EAST 165 FEET THEREOF) OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

ALL OF THE VACATED 16 FOOT PUBLIC ALLEY LYING WEST OF AND ADJOINING SAID LOT 1, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

ALL OF THE VACATED PUBLIC ALLEY LYING WEST OF AND ADJOINING THE NORTH 264 FEET OF THE SOUTH 528 FEET OF THE EAST 165 FEET OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS: 10024 SKOKIE BLVD, SKOKIE IL 60077
PIN # 10-09-204-049-0000 & 10-09-204-048-0000