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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 12/05/2013 12:06 PM Pg: 1 of 11

THIS DOCUMENT WAS PREPARED BY,
AND AFTER RECORDING, RETURN TO:

Courtney E. Mayster
MUCH SHELIST
191 North Wacker Drive
Suite 1800
Chicago, Illinois 60606.1615

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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This **SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT** dated as of the 18 day of November, 2013 (this "**Agreement**"), is executed by and among **KMGCG HOLDINGS LLC - 659 W RANDOLPH COMMERCIAL SERIES**, an Illinois limited liability company (the "**Landlord**"), **HARLEM-GARFIELD LLC**, an Illinois limited liability company (the "**Tenant**"), and **BRIDGEVIEW BANK GROUP**, its successors and assigns (the "**Lender**").

RECITALS:

A. The Lender is the mortgagee under that certain Mortgage dated as of November 18, 2013, and recorded with the Cook County, Illinois Recorder of Deeds on _____, as Document No. 1333941100 (with all modifications thereof, being collectively the "**Mortgage**"), which Mortgage encumbers the Real Estate (as hereinafter defined) and secures a principal indebtedness in the amount of TWO MILLION ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$2,100,000.00).

B. The Tenant has entered into that certain lease agreement dated March 7, 2012, as amended, with the Landlord (the "**Lease Agreement**", the Lease Agreement, together with all amendments and modifications thereof, being collectively the "**Lease**"), pursuant to which the Tenant has leased certain premises (the "**Leased Premises**") consisting of approximately 12,951

Box 400-CTCC

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square feet and 14 parking spaces in the building commonly known as 645-47 West Randolph Street, Chicago, Illinois ("**Building**") on the parcel of land (the "**Land**"; the Land and 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 and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant and agree as follows:

AGREEMENTS:

1. The Tenant represents and warrants to the Lender that the Lease constitutes 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. The Tenant has executed and delivered 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, and the Tenant acknowledges that the Lender will be relying on the statements made in the Estoppel Certificate in determining whether to modify the terms of the Mortgage and other loan documents, and whether to enter into this Agreement.

3. The Tenant covenants with the Lender that 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. Without limiting the generality of the foregoing subordination provision, the Tenant hereby agrees that any of its right, title and interest in and to insurance proceeds and condemnation awards (or other similar awards arising from eminent domain proceedings) with respect to damage to or the condemnation (or similar taking) of any of the Real Estate, shall be subject and subordinate to the Lender's right, title and interest in and to such proceeds and awards.

4. The Tenant acknowledges 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 Tenant agrees 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. The Tenant further agrees 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 under the Lease:

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(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, 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: (a) provide the Lender with a notice of the Landlord's Default, specifying the nature thereof, the section of the Lease under which such Landlord's Default arose, and the remedy which the Tenant will elect under the terms of the Lease or otherwise, and (b) allow the Lender not less than thirty (30) days following receipt of notice of the Landlord's Default to cure the same; provided, however, that, if such Landlord's Default is not readily curable within such thirty (30) day period, the Tenant shall give the Lender such additional time as the Lender may reasonably need to obtain possession and control of the Real Estate and to cure such Landlord's Default so long as the Lender is diligently pursuing a cure. The Tenant shall not pursue any remedy available to it as a result of any Landlord's Default unless the Lender fails to cure same within the time period specified above. For purposes of this **Section 6**, a Landlord's Default shall not be deemed to have occurred until all grace and/or cure periods applicable thereto under the Lease have lapsed without the Landlord having effectuated a cure thereof.

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);

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(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 or other deposits not actually paid over to such new owner by the Landlord;

(v) bound by any amendment or modification of the Lease made without the Lender's consent;

(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); or

(vii) personally liable or obligated to perform any such term, covenant or provision, such new owner's liability being limited in all cases to its interest in the Real Estate.

8. Any notices, communications and waivers under this Agreement shall be in writing and shall be (a) delivered in person, (b) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or (c) by overnight express carrier, addressed in each case as follows:

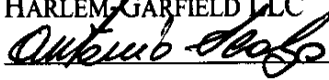
To the Lender:	BRIDGEVIEW BANK GROUP 1970 North Halsted Street Chicago, Illinois 60614 Attention: Alan Dalton, Vice President Commercial Lending
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With a copy to:	MUCH SHELIST, P.C. 191 North Wacker Drive, Suite 1800 Chicago, Illinois 60606.1615 Attention: Courtney E. Mayster
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To the Landlord: KMGCG HOLDINGS LLC –
659 W RANDOLPH COMMERCIAL SERIES
618 West Fulton Street
Chicago, Illinois 60661
Attention: Michael Golden

With copy to: BURKE, WARREN, MACKAY & SERRITELLA, P.C.
330 North Wabash Avenue, 21st Floor
Chicago, Illinois 60611.3607
Attention: Kenneth H. Richman

To the Tenant: HARLEM GARFIELD LLC


Attention: Anthony Scalzo

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 when actually delivered or when delivery is refused by the addressee, as the case may be.

9. The Tenant acknowledges and agrees that the Lender will be relying on the representations, warranties, covenants and agreements of the Tenant contained herein and that any default by the Tenant hereunder shall permit the Lender, at its option, to exercise any and all of its rights and remedies at law and in equity against the Tenant and to join the Tenant in a foreclosure action thereby terminating the Tenant's right, title and interest in and to the Leased Premises.

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 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.


[Remainder of Page Intentionally Left Blank—Signature Page Follows]

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IN WITNESS WHEREOF, the parties hereto have executed this Subordination, Non-Disturbance and Attornment Agreement the day and year first above written.

LANDLORD:

KMGCG HOLDINGS LLC -
659 W RANDOLPH COMMERCIAL
SERIES, an Illinois limited liability company

By: 
Name: Michael Golden
Its: Manager

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STATE OF IL)
) SS.
COUNTY OF Cook)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, **DOES HEREBY CERTIFY** that Michael Golden, the Manager of **KMGCG HOLDINGS LLC – 659 W RANDOLPH COMMERCIAL SERIES**, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act and as the free and voluntary act of said LLC, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 14th day of October, 2013.

[Signature]

Notary Public



My Commission Expires:
2/07/16

[Signatures Continue on Following Page]

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TENANT:

HARLEM-GARFIELD LLC, an Illinois limited liability company

By: *Antonio Scalzo*
Name: ANTONIO SCALZO
Title: PRESIDENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, **DOES HEREBY CERTIFY** that Antonio Scalzo, the President of HARLEM-GARFIELD 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 as such _____, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said _____, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 23rd day of October, 2013.



Melissa Hefer
Notary Public

My Commission Expires:

2/07/16

[Signatures Continue on Following Page]

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LENDER:

BRIDGEVIEW BANK GROUP

By: [Signature]
 Name: Kimberly Jung
 Its: Vice President

STATE OF Illinois)
) SS.
 COUNTY OF Cook)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that Kimberly Jung, the Vice President of **BRIDGEVIEW BANK GROUP**, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Kimberly Jung VP, appeared before me this day in person and acknowledged that he/she signed 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 13th day of November, 2013.

[Signature]
 Notary Public

My Commission Expires:

"OFFICIAL SEAL"
MAGDIEL RIVERA
 NOTARY PUBLIC, STATE OF ILLINOIS
 My Commission Expires **08/27/2014**

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EXHIBIT "A"

LEGAL DESCRIPTION OF REAL ESTATE

PARCEL 1:

THAT PART OF LOTS 1 TO 10 IN BLOCK 67 IN CANAL TRUSTEE'S SUBDIVISION OF LOTS AND BLOCKS IN THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +29.47 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +13.76 FEET CHICAGO CITY DATUM, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT, THENCE SOUTH 01 DEGREE 31 MINUTES 56 SECONDS EAST ALONG THE EAST LINE OF SAID TRACT A DISTANCE OF 30.41 FEET; THENCE SOUTH 88 DEGREES 58 MINUTES 56 SECONDS WEST, A DISTANCE OF 21.17 FEET; THENCE SOUTH 01 DEGREE 31 MINUTES 56 SECONDS EAST, A DISTANCE OF 13.77 FEET; THENCE NORTH 88 DEGREES 58 MINUTES 56 SECONDS EAST, A DISTANCE OF 21.17 FEET TO THE EAST LINE OF SAID TRACT; THENCE SOUTH 01 DEGREE 31 MINUTES 56 SECONDS EAST ALONG THE EAST LINE OF SAID TRACT, A DISTANCE OF 38.17 FEET; THENCE SOUTH 88 DEGREES 58 MINUTES 56 SECONDS WEST, A DISTANCE OF 152.52 FEET; THENCE NORTH 01 DEGREE 01 MINUTES 04 SECONDS WEST, A DISTANCE OF 20.13 FEET; THENCE SOUTH 88 DEGREES 58 MINUTES 56 SECONDS WEST, A DISTANCE OF 10.25 FEET; THENCE NORTH 01 DEGREE 01 MINUTES 04 SECONDS WEST, A DISTANCE OF 63.16 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT; THENCE NORTH 89 DEGREES 18 MINUTES 59 SECONDS EAST ALONG THE NORTH LINE OF SAID TRACT A DISTANCE OF 162.04 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

UNITS P101, P103, P110, P111, P112, P113, P114, P115, P116, P117, P118, P119, P120 AND P121 IN THE R+D 659 CONDOMINIUMS AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PART OF LOTS 1 TO 10 IN BLOCK 67 IN CANAL TRUSTEE'S SUBDIVISION OF LOTS AND BLOCKS IN THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 39 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 NUMBER 0835345105, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3:

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EXCLUSIVE AND NON-EXCLUSIVE PERPETUAL EASEMENTS FOR THE BENEFIT OF PARCELS 1 AND 2 CREATED BY AND SET FORTH IN THE OPERATION AND RECIPROCAL EASEMENT AGREEMENT RECORDED DECEMBER 18, 2008 AS DOCUMENT NUMBER 0835339015.

17-09-329-020-0000
17-09-329-021-1237
17-09-329-021-1239
17-09-329-021-1246
17-09-329-021-1247
17-09-329-021-1248
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17-09-329-021-1253
17-09-329-021-1254
17-09-329-021-1255
17-09-329-021-1256
17-09-329-021-1257

PROPERTY ADDRESSES:

645 WEST RANDOLPH STREET, ILLINOIS 60661

P101, P103, P110, P111, P112, P113, P114, P115, P116, P117, P118, P119, P120 and P121
659 WEST RANDOLPH STREET, ILLINOIS 60661