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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/13/2014 03:48 PM Pg: 1 of 9

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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT

THIS AGREEMENT is made and entered into as of the 12 day of MAY, 2014, by and among PINSTRIPES, INC., a Delaware corporation ("Tenant"), AH-RIVER EAST LLC, an Illinois limited liability company ("Landlord"), and MB FINANCIAL BANK, N.A., a national banking association (together with its successors and assigns, "Mortgagee").

RECITALS:

A. Mortgagee is the holder of a certain Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated March 15, 2013, made by Landlord in favor of Mortgagee to be recorded concurrently herewith (as amended from time to time "Mortgage"), encumbering the Real Estate (as hereinafter defined) and securing a principal indebtedness in an amount equal to Twenty-Four Million and 00/100 Dollars (\$24,000,000.00).

B. Tenant has entered into a lease agreement (such lease agreement hereinafter being referred to as "Lease Agreement," and the Lease Agreement, together with all amendments and modifications thereof, hereinafter being referred to as "Lease") dated November 22, 2013 and March 21, 2014, with Landlord (or Landlord's predecessor-in-interest), pursuant to which Tenant leased certain premises ("Leased Premises") consisting of approximately 33,000 rentable square feet of space in the building ("Building") on the parcel of land ("Land") legally described in Exhibit A attached hereto (the Land and Building herein being collectively referred to as "Real Estate").

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:

1. Tenant represents and warrants to Mortgagee that the Lease constitutes the entire agreement between Tenant and Landlord with respect to the Leased Premises and there are no other agreements, written or verbal, governing the tenancy of Tenant with respect to the Leased Premises.

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

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provision or obligation to be performed or observed by Landlord under the Lease (any such failure hereinafter referred to as a "Landlord's Default"), Tenant shall: (a) provide Mortgagee with a notice of Landlord's Default specifying the nature thereof, the Section of the Lease under which same arose and the remedy which Tenant will elect under the terms of the Lease or otherwise, and (b) allow Mortgagee not less than thirty (30) days following receipt of such notice of 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, Tenant shall give Mortgagee such additional time as Mortgagee may reasonably need to cure such Landlord's Default so long as Mortgagee is diligently pursuing a cure. Tenant shall not pursue any remedy available to it as a result of any Landlord's Default unless Mortgagee fails to cure same within the time period specified above. For purposes of this Paragraph 3, 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 Landlord having effectuated a cure thereof.

3. Tenant covenants with Mortgagee 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, 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 Mortgagee's right, title and interest in and to such proceeds and awards.

4. Tenant acknowledges that Landlord has collaterally assigned to Mortgagee 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, Tenant agrees that, upon receipt of a notice of a default by Landlord under such assignment and a demand by Mortgagee for direct payment to Mortgagee of the rents due under the Lease, Tenant will honor such demand and make all subsequent rent payments directly to Mortgagee and Landlord acknowledges that any such payment made by Tenant to Mortgagee satisfies Tenant's obligations under the Lease with respect to such payment. Tenant further agrees that any Lease termination fees payable under the Lease shall be paid jointly to Landlord and Mortgagee.

5. Mortgagee agrees that so long as Tenant is not in default under the Lease, after the lapse of any applicable grace and/or cure period:

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

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

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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. If Mortgagee 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 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 subparagraph (b) below), and in such event:

(a) 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 Tenant elects or has elected to exercise its options to extend the term), and 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 Mortgagee exercises its remedies then Tenant shall execute such additional documents evidencing such attornment as may be required by applicable law);

(b) Such new owner shall be bound to Tenant under all of the terms, covenants and provisions of the Lease for the remainder of the term thereof (including the extension periods, if 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 Landlord) other than for defaults of a continuing nature, which continue from and after the date the new owner acquired title to the Real Estate;

(ii) subject to any offsets or defenses which Tenant has against any prior landlord (including Landlord) unless Tenant shall have provided Mortgagee 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 4 above;

(iii) bound by any base rent, percentage rent, additional rent or any other amounts payable under the Lease which Tenant might have paid more than thirty (30) days in advance to any prior landlord (including Landlord) not actually paid over to such new owner by Landlord;

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

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

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(vi) bound by, or liable for any breach of, any representation, warranty or indemnity agreement contained in the Lease or otherwise made by any prior landlord (including 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 as provided in Article 22 of the Lease.

7. 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 Mortgagee: MB Financial Bank, N.A.
6111 N. River Road
Rosemont, Illinois 60018
Attn: Matt Robertson

With a copy to: Holland & Knight LLP
131 S. Dearborn Street
30th Floor
Chicago, Illinois 60603
Attn: Francis L. Keldermans, Esq.

To Tenant: Pinstripes, Inc.
1150 Willow Road
Northbrook, Illinois 60062
Attn: Dale Schwartz

With a copy to: Hurtuk & Daroff Co., LLP
6120 Parkland Blvd., Suite 100
Cleveland, Ohio 44124
Attn: Charles Daroff, Esq.

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 Paragraph 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.

8. Tenant acknowledges and agrees that Mortgagee will be relying on the representations, warranties, covenants and agreements of Tenant contained herein and that any default by Tenant hereunder shall permit Mortgagee, at its option, to exercise any and all of its rights and remedies at law and in equity against Tenant, and if Tenant is in default under the Lease after the lapse of any applicable cure period, then to join Tenant in a foreclosure action thereby terminating Tenant's right, title and interest in and to the Leased Premises.

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9. 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 Mortgagee, all of whom are entitled to rely upon the provisions hereof. This Agreement shall be governed by the laws of the State of Illinois.

10. This Agreement may be executed in multiple counterparts and all of such counterparts together shall constitute one and the same Agreement.

[signature page follows]

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

Tenant:

PINSTRIPES, INC., a Delaware corporation

By: _____

Name: Dale Schwartz

Title: President

OHIO)
STATE OF ~~ILLINOIS~~)
 CUYAHOGA) SS.
COUNTY OF ~~COOK~~)

I, Charles Daroff, a Notary Public in and for said County in the State aforesaid, do hereby certify that Dale Schwartz, the President of **PINSTRIPES, INC.**, a Delaware corporation, 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 such instrument as his/her own free and voluntary act and as the free and voluntary act of said partnership/corporation, for the uses and purposes set forth therein.

Given under my hand and notarial seal on May 12, 2014.

Notary Public



CHARLES DAROFF,
Attorney at Law
Notary Public, State of Ohio
My Commission Expires 12/31/15
Expiration Date
Section 147.03 R.C.

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Landlord:

AH-RIVER EAST LLC, an Illinois limited liability company

By: American Heritage Investment LLC, a Delaware limited liability company, its Manager

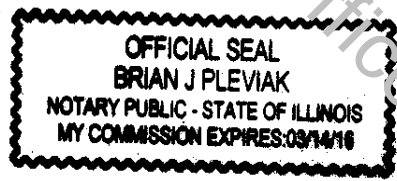
By: [Signature]
Name: WILLIAM O'KANE
Title: MANAGER

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, BRIAN J. PLEVIAK, a Notary Public in and for said County in the State aforesaid, do hereby certify that WILLIAM O'KANE, a Manager of **AMERICAN HERITAGE INVESTMENT LLC**, a Delaware limited liability company, the Manager of **AH-RIVER EAST 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 such instrument as his/her own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes set forth therein.

Given under my hand and notarial seal on APRIL 21, 2014.

[Signature]
Notary Public



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Mortgagee:

MB FINANCIAL BANK, N.A., a national banking association

By: *Matthew T. Robertson*
Name: Matthew T. Robertson
Title: Vice President

STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, Cecilia Romanowski, a Notary Public in and for said County in the State aforesaid, do hereby certify that Matthew T. Robertson, a Vice President of **MB FINANCIAL BANK, N.A.**, 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 such instrument as his/her own free and voluntary act and as the free and voluntary act of said partnership/corporation, for the uses and purposes set forth therein.

Given under my hand and notarial seal on APRIL 18, 2014.

Cecilia Romanowski
Notary Public



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EXHIBIT A

Legal Description of Real Estate

PIN: 17-10-215-024-0000
17-10-215-025-0000
17-10-222-001-0000

Commonly Known As: The Lofts at River East, 435 East Illinois Street, Chicago, Illinois

PARCEL 1:

LOT 1 IN BLOCK 5 IN "CITYFRONT CENTER", BEING A RESUBDIVISION IN THE NORTH FRACTION OF SECTION 10, TOWNSHIP 3 9 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 24, 1987 AS DOCUMENT 87106320, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE OGDEN SLIP, LYING SOUTHERLY OF AND ADJOINING LOT 1 IN BLOCK 5 IN "CITYFRONT CENTER", BEING A RESUBDIVISION IN THE NORTH FRACTION OF SECTION 10, TOWNSHIP 3 9 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1, AND RUNNING THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 125.104 FEET, TO AN ANGLE POINT IN SAID SOUTH LINE; THENCE CONTINUING EAST ALONG SAID SOUTH LINE, A DISTANCE OF 510.166 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE SOUTH ALONG A SOUTHWARD EXTENSION OF THE EAST LINE OF SAID LOT 1, A DISTANCE OF 55.23 FEET TO AN INTERSECTION WITH A LINE WHICH IS 50.00 FEET NORTH FROM AND PARALLEL WITH THE SOUTH LINE OF SAID OGDEN SLIP, SAID SOUTH LINE, BEING ALSO THE NORTH LINE OF BLOCK 6, "CITYFRONT CENTER", AFORESAID; THENCE WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 635.11 FEET TO AN INTERSECTION WITH THE EAST LINE OF N. MCCLURG COURT; AND THENCE NORTH ALONG SAID EAST LINE, A DISTANCE OF 50.00 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.