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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 05/20/2015 02:13 PM Pg: 1 of 8

15-01-90-PT

This document prepared by and mail to:
David A. Kallick
Tishler & Wald, Ltd.
200 S. Wacker Drive, Ste 3000
Chicago, IL 60606

SUBORDINATION, ATTORNMENT AND NONDISTURBANCE AGREEMENT

THIS SUBORDINATION, ATTORNMENT AND NONDISTURBANCE AGREEMENT (the "Agreement") is made as of the 8th day of May, 2015, by and between **SHOW SAGE LLC**, an Illinois limited liability company (together with his predecessors in interest, successors and assigns, collectively the "Tenant"), and **MB FINANCIAL, N.A.** (together with its successors and assigns, the "Lender").

WITNESSETH:

WHEREAS, **TLR MANAGEMENT LLC**, an Illinois limited liability company (the "Landlord"), as Landlord and Tenant executed a certain Lease dated May 8, 2015 (as amended, extended, modified or supplemented from time to time the "Lease"), pursuant to which Landlord leased the premises located at 11111 Franklin Avenue, Franklin Park, Illinois 60131 (the "Premises") as more fully described in the Lease to Tenant for a term of years with extension rights all as more

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fully described in the Lease; and

WHEREAS, Landlord has mortgaged certain real property legally described on Exhibit "A" attached hereto and by reference incorporated herein, of which the Premises constitutes a part, pursuant to a certain Mortgage in favor of the Lender and dated as of May 8, 2015 (as modified from time to time, hereinafter referred to as the "Mortgage"), securing the payment of a Secured Promissory Note in the principal amount of Three Hundred Twenty Eight Thousand and 00/100 Dollars (\$328,000.00) executed by Landlord and payable to the order of Lender (together with any modifications, extensions, renewals, substitutions, or replacements thereof, collectively referred to as the "Note") upon terms and conditions as more fully set forth in the Note, Mortgage, and any documents executed in connection therewith (the "Loan Documents"); and

WHEREAS, Tenant desires to insure its peaceful and quiet use and enjoyment of the Premises consistent with the terms and conditions of the Lease; and

WHEREAS, Tenant and Lender are willing to agree that the Lease shall be subject and subordinate to the Mortgage but shall remain in full force and effect in the event that any proceedings are brought involving foreclosure of the Mortgage, or in the event Lender otherwise succeeds to Landlord's interest with respect to, any part of the Premises;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, Tenant and Lender agree as follows:

1. Subordination. The Lease shall be, and the same is hereby, made subject and subordinate to the Mortgage and to all the terms, conditions and provisions thereof.
2. Non-Disturbance. In the event any proceedings are brought by Lender (a) to foreclose the Mortgage or (b) to succeed to the interests of Landlord by foreclosure, deed in lieu thereof or otherwise, and, provided the Tenant is not then in default in the payment of rent or in the

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performance of any of the terms, conditions or covenants of the Lease, Tenant and Lender agree that, provided that upon receiving written notice from Lender that the above described proceedings have commenced, the Tenant makes all payments which become due under the Lease directly to Lender, then the Lease (including any extensions thereof and any rights of first refusal contained therein) shall in accordance with all its terms, covenants and conditions (which are incorporated herein by reference) remain in full force and effect as a direct indenture of lease between Lender and Tenant, with the same force and effect as if originally entered into with Lender. Tenant's possession of the Premises and Tenant's rights and privileges under the Lease and any extensions thereof shall not be diminished, interfered with or disturbed by Lender by such foreclosure under the Mortgage or by any such attempt to foreclose or to succeed to the interests of Landlord by foreclosure, deed in lieu thereof or otherwise.

3. Attornment. In the event of any such foreclosure or succession to the interests of Landlord by foreclosure, deed in lieu thereof or otherwise, and the resulting succession to the interests of Landlord by Lender or by any purchaser of said interests through foreclosure sale (which Lender or purchaser shall hereinafter be referred to as the "Successor Landlord"), Tenant shall attorn to and shall be bound to Successor Landlord under all of the terms, covenants and conditions in the Lease for the balance of the term of the Lease including any extension or extensions thereof, without the execution of any further instrument on the part of the parties hereto.

4. Notices. Whenever in this Agreement or in any proceedings involving the foreclosure or attempt to foreclose pursuant to the Mortgage, it shall be required or desired that notice or demand be given or served by any party, such notice or demand shall be in writing and be deemed to have been given or served two business days after being mailed, postage prepaid, by certified or registered mail or when delivered in person and addressed as follows:

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To Tenant: SHOW SAGE LLC
1111 Franklin Avenue
Franklin Park, Illinois 60131
Attn: James V. Testa

With a copy to: Law Offices of Palmisano & Moltz
19 S. LaSalle Street
Chicago, Illinois 60603
Attn: Joseph D. Palmisano

To Lender: MB Financial Bank, N.A.
800 W. Madison Street
Chicago, Illinois 60607
Attn: Jonathan Rothstein
Senior Vice President

With a copy to: Tishler & Wald, Ltd.
200 S. Wacker Drive, Suite 3000
Chicago, Illinois 60606
Attn: David A. Kallick

or to such other addresses as may hereinafter be designated by any party by proper notice to the others.

5. Successors and Assigns. The obligations and covenants of the parties hereto shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, personal and legal representatives, successors and assigns.

6. Release. This Agreement shall remain in full force and effect until such time as the Mortgage is released of record.

7. Recording. The parties hereto agree that this Agreement may be filed, registered or recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and to fully protect, preserve and perfect the parties and terms of this Agreement.

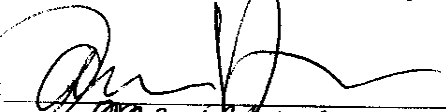
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year above written.

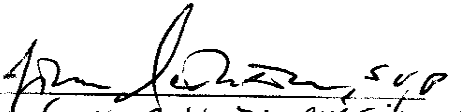
TENANT:

SHOW SAGE LLC, an Illinois limited liability company

By: 
Its: MANAGER

LENDER:

MB FINANCIAL, N.A.

By: 
Its: Senior Vice President

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LENDER ACKNOWLEDGMENT

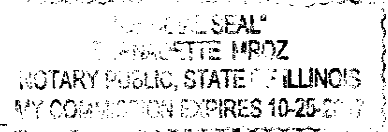
STATE OF ILLINOIS)
) ss
 COUNTY OF COOK)

I, Bernadette Mroz a Notary Public, do hereby certify that Jonathan Rothstein, personally known to me to be the Senior Vice President of **MB FINANCIAL, NA**, an Illinois banking corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he or she signed and delivered the said instrument as his or 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 8th day of May, 2015.

Bernadette Mroz
 Notary Public

My Commission Expires:



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EXHIBIT "A"

LEGAL DESCRIPTION:

LOT 5 IN LATORIA BROTHERS CONSTRUCTION, INC., SUBDIVISION UNIT 2, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.:

12-20-300-079-0000

COMMON ADDRESS:

11111 FRANKLIN AVENUE
FRANKLIN PARK, IL 60131