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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 08/30/2017 04:04 PM PG: 1 OF 8

8985459-Tms (5df7)

Address of Property:
2715 N. Milwaukee Avenue
Chicago, IL 60647

Permanent Index Nos.:
13-26-406-011-0000
13-26-406-010-0000

SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT

THIS SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT (this "Agreement") made and entered into as of this 30th day of August 2017, by and between **ENJOY ONE, INC., an Illinois corporation** (hereinafter called "Tenant"), and **THE PRIVATEBANK AND TRUST COMPANY** (hereinafter, together with its successors and assigns, called "Mortgagee").

WITNESSETH

WHEREAS, Tenant entered into a lease dated May 12, 2014 (herein called the "Lease") with **2715 NMA LLC, a Delaware limited liability company**, as the landlord thereunder (said landlord, together with its predecessors and successors in interest under the Lease, the "Landlord") for a portion of the Premises (defined below) known as 2715 N. Milwaukee Avenue, Chicago, IL 60647 ("Leased Premises"); and

WHEREAS, the property of which the Leased Premises is a part is situated upon real estate described on Exhibit A attached hereto (the "Premises"); and

WHEREAS, Mortgagee, as a condition to making a mortgage loan on the Premises has requested the execution of this Agreement; and

WHEREAS, the loan is evidenced by that certain Promissory Note and secured, among other things, by a Construction Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (the "Mortgage"), Assignment of Leases and Rents (the "Assignment"), and a Uniform Commercial Code Financing Statement (the "UCC"), all

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of which are collectively referred to herein as the "Loan Documents" and are dated August 30, 2017; and

WHEREAS, the Loan Documents other than the Note are collectively referred to as the "Security Documents"; and

WHEREAS, the Security Documents have been or will be recorded in the office of the Recorder of Deeds of Cook County, Illinois; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and to induce Mortgagee to make said mortgage loan upon said Premises and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby covenant and agree as follows:

1. The Lease is and shall be subject and subordinate to the Mortgage insofar as it affects the real property of which the Leased Premises forms a part, and to all renewals, modifications, consolidations, replacements and extensions thereof.

2. In the event it should become necessary to foreclose the Mortgage, the Mortgagee thereunder will not join the Tenant under the Lease in summary or foreclosure proceedings so long as the Tenant is not in default under any of the terms, covenants or conditions of the Lease.

3. In the event that the Mortgagee shall, by foreclosure, conveyance in lieu of foreclosure, or otherwise, succeed to the interest of the Landlord under the Lease, the Mortgagee (and any purchaser at the foreclosure sale) agrees to be bound to the Tenant under all of the terms, covenants and conditions of the Lease, and the Tenant agrees, from and after such event, to attorn to the Mortgagee and/or purchaser at any foreclosure sale of the Premises, all rights and obligations under the Lease to continue as though the interest of Landlord had not terminated or such foreclosure proceedings had not been brought, and the Tenant shall have the same remedies against the Mortgagee (or purchaser) for the breach of an agreement contained in the Lease that the Tenant might have had against the Landlord if the Mortgagee (or purchaser) had not succeeded to the interest of the Landlord; provided, however, that the Mortgagee (or purchaser) shall not be:

a. liable for any act or omission of any prior or subsequent landlord (including the Landlord); or

b. subject to any offsets or defenses which the Tenant might have against any prior landlord (including the Landlord); or

c. bound by any rent or additional rent which the Tenant might have paid for more than the current month to any prior landlord (including the Landlord); or

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d. bound by any amendment or modification of the Lease made without its consent.

4. Mortgagee does not intend hereby to waive or negate any covenant or agreement in said Lease which provides Landlord an option to cancel independently of any default by Tenant.

5. It is understood and agreed that this instrument may be dated, executed and delivered prior to the execution, delivery and/or recordation of the Security Documents but, nonetheless, this instrument shall be and remain effective for the uses and purposes herein set forth.

6. In the event the Mortgage shall be assigned, the named Mortgagee shall be relieved of further responsibility hereunder and the benefits and burdens hereunder shall inure to the benefit of and be binding upon each successor owner of the Mortgage.

[Remainder of page intentionally left blank; signature page follows]


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IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

ENJOY ONE, INC., an Illinois corporation

THE PRIVATEBANK AND TRUST COMPANY

By: 
Name: Satish Hani
Title: President

By: 
Name: Eloise Whitlock
Its: Managing Director


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IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

ENJOY ONE, INC., an Illinois corporation

THE PRIVATEBANK AND TRUST COMPANY

By: 
Name: ESTAN HANI
Title: President

By: _____
Name: _____
Its: _____

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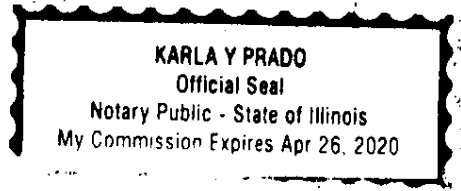
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STATE OF ILLINOIS)
)SS
COUNTY OF)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that ESAM Han, the President of **ENJOY ONE, INC.**, an Illinois corporation, 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/she signed and delivered such instrument, as his/her free and voluntary act and deed, and as the free and voluntary act and deed of **ENJOY ONE, INC.**, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 14 day of August, 2017.

Karla Y. Prado
Notary Public



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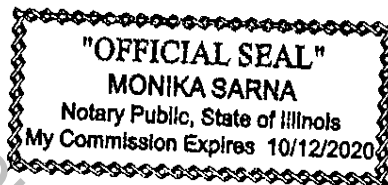
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STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO
HEREBY CERTIFY that Eloise Whaldek, the Managing Director
of **THE PRIVATEBANK AND TRUST COMPANY** 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/she signed and delivered such instrument, as
his/her free and voluntary act and deed, and as the free and voluntary act and deed of **THE
PRIVATEBANK AND TRUST COMPANY**, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 28th day of August 2017.

Monika Sarna
Notary Public



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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOTS 13, 14, 15, 16, 17 AND 18 IN BLOCK 3 IN MILWAUKEE AND DIVERSEY SUBDIVISION IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 9, 10, 11 AND 12 IN BLOCK 3 IN MILWAUKEE AND DIVERSEY SUBDIVISION IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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Chicago, IL 60647

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