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This instrument was prepared by and, after recording, return to:

Barry R. Katz
Saul Ewing Arnstein & Lehr LLP
161 North Clark Street, Ste. 4200
Chicago, IL 60601

Permanent Tax Index No.:
See Exhibit A attached hereto

Property Address:
See Exhibit A attached hereto

40039031 (30F3)



1817316050

Doc# 1817316050 Fee \$56.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 06/22/2018 02:57 PM PG: 1 OF 10

This space reserved for Recorder's use only

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This **SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT** dated as of June 11, 2018 ("Agreement"), is executed by and among **JFS 1913-19 NORTH AVENUE, LLC**, an Illinois limited liability company ("Borrower or "Landlord"), **1913 Northco LLC**, an Illinois limited liability company ("Tenant"), and **MB FINANCIAL BANK, N.A.**, its successors and assigns ("Lender").

RECITALS:

A. The Lender is the mortgagee under that certain Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of the date hereof (the "Mortgage"), which Mortgage encumbers the Real Estate (as hereinafter defined) and secures a Mortgage Note in the amount of \$2,650,000.

B. The Tenant has entered into that certain lease agreement (such lease agreement hereinafter being referred to as the "Lease Agreement", and the Lease Agreement, together with all amendments and modifications thereof, hereinafter being referred to as the "Lease") dated December 6, 2017 with the Landlord, pursuant to which the Tenant has leased certain premises (the "Leased Premises") consisting of approximately 5,000 rentable square feet of space in the building located on the parcel of land (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

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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 June 11, 2018 (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 enter into this Agreement.

3. Subject to Tenant's rights of non-disturbance as set forth in Section 5 below, 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 pursuant to the Mortgage and that certain Assignment of Rents and Leases dated as of the date hereof (the "Assignment"), 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 and other payments including termination fees payable under the Lease directly to the Lender.

5. The Lender agrees that so long as the Tenant is not in default under the Lease:

(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 use, possession and enjoyment 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

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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) give the Lender such time as the Lender may reasonably need to obtain possession and control of the Real Estate 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);

(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 deposit 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.

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8. 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 the Lender: MB Financial Bank, N.A.
6111 North River Road
Rosemont, IL 60018
Attn: Stephen Gottesman, Vice President

With a copy to: Saul Ewing Arnstein & Lehr LLP
161 North Clark Street, Suite 4200
Chicago, Illinois 60601
Attention: Barry R. Katz, Esq.

To the Landlord: 1913-19 North Avenue, LLC
c/o Joseph Siegle
1621 N. Clyborn Avenue
Chicago, IL 60614

To the Tenant: 1913 Northco LLC
1913 W. North Avenue
Chicago, IL 60622
Attention: *Clay Hamilton*

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 (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.

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.

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[Signatures on following page]

COOK COUNTY
RECORDER OF DEEDS

Property of Cook County Clerk's Office

COOK COUNTY
RECORDER OF DEEDS

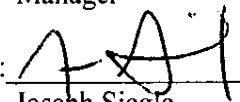
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IN WITNESS WHEREOF, the parties hereto have executed this Subordination, Non-Disturbance and Attornment Agreement the day and year first above written.

LANDLORD:

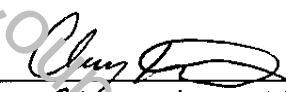
JFS 1913-19 NORTH AVENUE, LLC, an Illinois limited liability company

JFS Realty Capital LLC
Its: Manager

By: 
Joseph Siegle
Its: Manager

TENANT:

1913 Northco LLC, an Illinois limited liability company

By: 
Name: Clay Hamilton
Title: Owner

LENDER:

MB FINANCIAL BANK, N.A.

By: _____
Name: _____
Title: _____

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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:

JFS 1913-19 NORTH AVENUE, LLC, an Illinois limited liability company

JFS Realty Capital LLC

Its: Manager

By: Joseph Siegle

Joseph Siegle

Its: Manager

TENANT:

1913 Northco LLC, an Illinois limited liability company

By: Clay Hamilton

Name: Clay Hamilton

Title: Owner

LENDER:

MB FINANCIAL BANK, N.A.

By: Stephen Bottesman

Name: Stephen Bottesman

Title: VP



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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Joseph Siegle, the Manager of **JFS Realty Capital LLC, the manager of JFS 1913-19 NORTH AVENUE, 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 this day in person and acknowledged that as such manager, he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said banking association, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 11TH day of JUNE, 2018.

Phyllis Irizarry

Notary Public



(SEAL)

My Commission Expires: 10/13/20

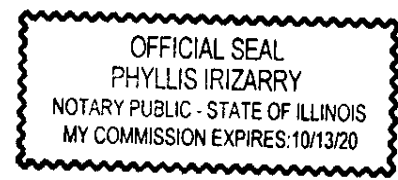
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that CLAY HAMILTON, of 1913 North, who is 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 as such OWNER, 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 banking association, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 11TH day of JUNE, 2018.

Phyllis Irizarry

Notary Public



(SEAL)

My Commission Expires: 10/13/20

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY that Stephen Gotterman, the
VP 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, appeared before me
this day in person and acknowledged that as such VP, 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 banking association, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 21st day of June, 2018.



Domenica Castro
Notary Public



My Commission Expires: 07-07-2020

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EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

LOTS 5, 6, 7, & 8 IN BLOCK 3 IN PICKET'S SECOND ADDITION TO CHICAGO, BEING LOT 4 OF ASSESSOR'S DIVISION OF PART OF THE NORTH 1/2 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Property Address: 1913-19 West North Avenue, Chicago, IL 60622

P.I.N.: 17-06-200-027-0000
17-06-200-028-0000
17-06-200-029-0000

PROPERTY
RECORDER OF DEEDS

Clerk's Office