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SUBORDINATION AGREEMENT

THIS AGREEMENT, made and entered into as of the 23 day of March, 1987, by Clothing Clearance Center of Schaumburg ("Lessee"), to and for the benefit of THE FIDELITY MUTUAL LIFE INSURANCE COMPANY ("Lender").

WITNESSETH:

WHEREAS, By Lease by and between Gary Solomon & Company as agents for the beneficiaries of American National Bank T/U/T #59135 ("Lessor") and Lessee, dated June 16, 1980 ("Lease"), Lessee has leased certain space within a building located upon land situated in the City of Schaumburg and State of Illinois, more particularly described in Exhibit "A" attached hereto and hereby made a part hereof (said land and building being herein called the "Premises") which Premises, and the Lessor's interest under which Lease, are now owned by Lessor; and

WHEREAS, Lender is the proposed holder of a note to be secured, by a mortgage upon the Premises (the "Mortgage"); and

WHEREAS, Lender has required the execution of this Agreement as a condition to making such Loan; and

WHEREAS, Lessee has agreed to the following pursuant to and under the Lease.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the making of the Loan and other good and valuable consideration, the receipt whereof is hereby acknowledged, the parties hereto do hereby covenant and agree as follows:

1. Lessee's interest in the Lease, and all rights of Lessee thereunder, shall be and hereby are declared to be subject and subordinate to the Mortgage. The term "Mortgage", as used herein, shall include the Mortgage and any and all amendments, supplements, modifications, renewals, or replacements thereto, thereof or therefor.

2. After the receipt by Lessee of notice from Lender of completion of a foreclosure under the Mortgage or the Lender has received a conveyance of the Premises in lieu of foreclosure, Lessee will attorn to and recognize Lender, its successors and assigns, or any other purchaser at the foreclosure sale, as its substitute Lessor under the Lease.

3. In the event that Lender or any other person, party, or entity becomes the owner of the Premises as a result of a foreclosure sale under the Mortgage or a conveyance in lieu of foreclosure, Lessee shall have no claim against Lender or any such other person, party or entity resulting from, and neither Lender nor any such other person, party or entity shall be liable for, any act or omission of, and/or breach of the lease by, any prior lessor under the Lease, including but not limited to Lessor; and the rights of Lender or any such other person, party or entity in and to the Premises and in, to and under the Lease shall not be subject to any right of set-off or defense which Lessee may have against any prior lessor under the Lease, including but not limited to Lessor.

4. Lender shall be entitled to specific performance of the covenants, agreements and rights contained in this Agreement. It is the express intent of all parties hereto that all remedies

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provided at law or in equity, including the right to specific performance as herein provided, shall be cumulative.

5. This Agreement may not be amended or modified in any manner other than by an agreement in writing signed by Lessee and Lender.

6. This Agreement shall be binding upon and shall inure to the benefit of Lessee and Lender and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first above written.

STATE OF New York )
) SS
COUNTY OF Kings )

I, Ruth Sperling Elmowitz, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Hadley Cooper appeared before me this day in person and acknowledged that he signed and sealed the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 23rd day of March, 1987.

Ruth Sperling Elmowitz
Notary Public

RUTH SPERLING ELMOWITZ
Notary Public, State of New York
No. 24-4670911
Qualified in Kings County
Commission Expires April 30, 1988

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1987 APR -3 AM 10: 56

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MAIL TO:

THIS INSTRUMENT WAS PREPARED BY:

Mark S. Richmond
Katz Randall & Weinberg
200 North LaSalle Street
Suite 2300
Chicago, Illinois 60601

(312) 807-3800

KRW File No. 1836.54

EXHIBIT "D"

That part of Out-lot "D" in Schaumburg Industrial Park, being a subdivision of the South East 1/4 of Section 11, part of the South West 1/4 of Section 12, part of the North West 1/4 of Section 13, and part of the North East 1/4 of Section 14, all in Township 41 North, Range 10 East of the Third Principal Meridian, recorded as Document 20866510 and filed as Document LR 2455597, bounded by a line described as follows: Commencing at the South East corner of Out-lot "D" aforesaid; thence South 84 degrees 16 minutes 56 seconds West along the South line of said Out-Lot "D" a distance of 1752.0 feet for a point of beginning; thence continuing South 87 degrees 16 minutes 56 seconds West along the South line of said Out-lot "D" a distance of 350.0 feet, thence North 02 degrees 42 minutes 04 seconds West a distance of 600.0 feet; thence North 87 degrees 16 minutes 56 seconds East, a distance of 350.00 feet, thence South 02 degrees 43 minutes 04 seconds East, a distance of 600.0 feet to the point of beginning, excepting therefrom the South 20.0 feet thereof in Cook County, Illinois,

PIN 07-11-400-002
830 E. Golf
Schaumburg Ill.

G-C-O

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