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AGREEMENT OF SUBORDINATION,
NONDISTURBANCE AND ATTORNMENT

This Agreement is dated as of the 15th day of September, 1989 by and between The Exchange National Bank of Chicago ("Lender") and Sage's Sages, Inc., an Illinois corporation ("Tenant").

W I T N E S S E T H

WHEREAS, by virtue of an assignment from Arley's, Inc. dated February 24, 1981, Tenant is the tenant pursuant to that certain lease dated November 20, 1979 (the "Lease") between Arley's, Inc., as tenant, and American National Bank and Trust Company of Chicago as Trustee under Trust No. 45170 dated November 8, 1978, as landlord ("Landlord") covering certain premises and facilities in that certain building located at the Radisson Hotel, 75 West Algonquin Road, Arlington Heights, Illinois and legally described as set forth on Exhibit A attached hereto (the "Property");

WHEREAS, Lender has made or has agreed to make a loan to the Landlord secured by, among other things, a first mortgage lien on the Property granted pursuant to a Mortgage and Security Agreement (the "Mortgage") and by an assignment of Landlord's interest in the Lease; and

WHEREAS, Tenant and Lender desire to confirm their understanding with respect to the Lease and the Mortgage.

NOW, THEREFORE, in consideration of the covenants, terms, conditions and agreements contained herein, the parties hereto agree as follows:

1. The rights and obligations of Arley's, Inc., as tenant under the Lease, were assigned to and assumed by the Tenant as of February 24, 1981 and as such, the Tenant agrees to perform all of the duties and obligations of the tenant as set forth in the Lease.

2. The Lease is and shall continue to be subject and subordinate in all respects to the Mortgage and the lien created thereby, and to any advancements made thereunder and to any consolidations, extensions, modifications or renewals thereof.

3. Tenant agrees that if any suit, action, claim or notice of default is served on or delivered to the Landlord, a copy thereof shall be delivered to Lender by certified mail, return receipt requested, with postage prepaid, at 120 South LaSalle Street, Chicago, Illinois 60603, Attention: Corporate Trust Department. If Landlord fails to cure such default within the time provided in the Lease (or within thirty (30) days if no time is provided in the Lease), Lender shall have the right, but not

the obligation, to cure such default on behalf of Landlord within the time provided for the Landlord to cure the default or within a reasonable period if such default cannot be cured within that time and Lender is proceeding with due diligence to cure such default. In such event Tenant shall not terminate the Lease while such remedies are being diligently pursued by Lender. Further, Tenant shall not, as to Lender, require cure of any such default which is not susceptible of cure by Lender.

4. So long as Tenant is not in default under the Lease, Tenant's possession and occupancy of the Property shall not be disturbed by Lender during the term of the Lease or any extension thereof.

5. If Lender obtains the right to possession of the Premises or if the Landlord's interest under the Lease is transferred to Lender by foreclosure, deed in lieu of foreclosure, or otherwise, then, subject to Tenant's performance of its obligations under the Lease, the Lease will continue in full force and effect and Lender shall recognize the Lease and the Tenant's rights thereunder except as provided hereinbelow and Tenant shall make full and complete attornment to the Lender as substitute landlord upon the same terms, covenants and conditions as provided in the Lease, except as provided for hereinbelow.

6. If Lender succeeds to Landlord's interest under the Lease, Lender shall not be:

a. liable for any act or omission of Landlord;

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

c. required or obligated to credit Tenant with any rent or additional rent for any rental period beyond the then current month which Tenant might have paid Landlord or any prior landlord;

d. bound by any amendments or modifications of the Lease made after the date hereof without Lender's consent, other than the exercise of rights, options or elections contained in the Lease, including without limitation, options to extend the term of the Lease; or

e. liable for the return of any security deposit unless such security deposit shall have been actually received by Lender. In the event of receipt of any such security deposit, Lender's obligations with respect thereto shall be limited to the amount of such security deposit actually received by Lender, and Lender shall be entitled to all rights, privileges and benefits of Landlord set forth in the Lease with respect thereto.

7. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, and without limitation, this Agreement shall specifically be binding upon any purchaser of the Property at a sale foreclosing said Mortgage. Furthermore, the provisions of this Agreement shall be binding upon any guarantor of Tenant's obligations under the Lease. The words, "Lender," "Landlord" and "Tenant" shall include their respective successors and assigns.

8. This Agreement contains the entire agreement between the parties and no modifications shall be binding upon any party hereto unless set forth in a document duly executed by or on behalf of such party.

9. This Agreement may be executed in counterparts, all of which shall be deemed originals and with the same effect as if all parties had signed the same document. All of such counterparts shall be construed together and shall constitute one instrument.

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

LENDER:	TENANT:
The Exchange National Bank of Chicago	Sage's Sages, Inc.
By: Robert C Barnes	By: Guy L. Sage
Its: ASSIST. VICE PRES	Its: Pres.

89442001

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, PETER B. LOUGHMAN, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Robert C. Barth, the Assistant Vice President of The Exchange National Bank of Chicago (the "Bank"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Assistant Vice President, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, as Trustee, for the uses and purposes therein set forth; and the said then and there acknowledged that he, as custodian of the seal of said Bank, did affix the seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 18th day of September, 1989.

Peter B. Loughman
Notary Public

[SEAL]

" OFFICIAL SEAL "
PETER B. LOUGHMAN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 8/19/93

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, EDWIN A. WAHLEN a Notary Public in and for said County, in the State aforesaid, do hereby certify that EUGENE SAGE, who is personally known to me and to be the same person whose name is subscribed to the foregoing instrument as the PRESIDENT of Sage's Sages, Inc., an Illinois corporation, appeared before me in person and acknowledged that he signed, sealed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said corporation as a general partner of the Partnership, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 15TH day of September, 1989.

Edwin A. Wahlen
Notary Public EDWIN A. WAHLEN

[SEAL]

Expires 6-8-90

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EXHIBIT A

LOT 1 IN ARLINGTON HEIGHTS PLACE SUBDIVISION, BEING A SUBDIVISION IN SECTION 16, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINICIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED AS DOCUMENT NO. 25261219 AND FILED AS DOCUMENT NO. LR3133810 IN COOK COUNTY, ILLINOIS

DEPT-01 RECORDING $15.25
T40000 TRAN 5902 09/19/89 15:22:00
#4449 # C *-89-442001
COOK COUNTY RECORDER

-89-442001

89442001

This instrument was prepared by and after recording return to:

Charles H. Braun, Esq.
Horwood, Marcus & Braun Chartered
333 West Wacker Drive, Suite 2800
Chicago, IL 60606
312-606-3200

Property Address:
75 West Algonquin Road
Arlington Heights, Illinois

PIN: 08-16-200-101

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