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**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMEN~~T~~ AGREEMENT**

THIS AGREEMENT is made as of this 7/16 day of August 1993, by and among BERKSHIRE LIFE INSURANCE COMPANY ("Mortgagee"); OLSON'S ACE HARDWARE, INC., an Illinois corporation ("Tenant"), and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee U/T/A dated 7/11/88 A/K/A Trust No. 105942-08 ("Landlord").

RECITALS

A. Landlord is the owner of those certain real property and the improvements located thereon commonly known as Huntington Plaza II, 1550-1590 Algonquin Road, Hoffman Estates, Illinois, as more particularly described in Exhibit "A" attached hereto (the "Project");

B. Landlord has applied to Mortgagee for a loan (the "Loan"), which loan would be secured by a Mortgage and Security Agreement (the "Mortgage"), and by an Assignment of Rents and of Lessor's Interest in Leases (the "Assignment of Rents"), which Mortgage and Assignment of Rents would encumber the Project;

C. The Mortgage would constitute a first lien upon the Project;

D. Under the terms of a certain Lease (the "Lease") dated April 16, 1993, Landlord leased to Tenant a portion of the Project (the "Premises"), as more particularly described in the Lease; and

E. The parties hereto desire to establish that Tenant will subordinate Tenant's leasehold estate to the lien of the Mortgage and the Assignment of Rents, and that Tenant, on certain conditions, will be assured certain rights of quiet and peaceful possession of the Premises under the Lease and further to define the terms, covenants and conditions precedent for such additional rights.

AGREEMENTS

In consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Subordination.** The Lease is and at all times shall be subordinate to the Mortgage and the Assignment of Rents and to all renewals, modifications and amendments thereof and thereto.
2. **No Amendment.** Landlord and Tenant each agree not to amend or modify the Lease without the prior written consent of Mortgagee.
3. **Non-Disturbance.** In the event of foreclosure of the Mortgage or conveyance in lieu of foreclosure, which foreclosure or conveyance occurs prior to the expiration date of the Lease, including any extensions and renewals of the Lease now provided thereunder, and so long as Tenant is not in default under any of the terms, covenants and conditions of the Lease beyond any applicable grace or cure period, Mortgagee agrees

THIS DOCUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

David R. Hill, Esq.
Sidley & Austin
One First National Plaza
Chicago, Illinois 60603
(312) 853-7371

DEK COUNTY, ILLINOIS
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on behalf of itself, its successors and assigns, and on behalf of any purchaser at such foreclosure ("Purchaser") that Tenant shall not be disturbed in the quiet and peaceful possession of the Premises. Tenant acknowledges that Mortgagee has a claim superior to Tenant's claim for insurance proceeds, if any, received with respect to the Project.

4. Attornment. In the event of foreclosure of the Mortgage or conveyance in lieu of foreclosure, which foreclosure or conveyance occurs prior to the expiration date of the Lease, including any extensions and renewals of the Lease now provided thereunder, Tenant shall attorn to Mortgagee or Purchaser and recognize Mortgagee or Purchaser as its landlord under the Lease, and Mortgagee or Purchaser shall recognize and accept Tenant as its tenant thereunder, whereupon the Lease shall continue, without further agreement, in full force and effect as a direct lease between Mortgagee or Purchaser and Tenant for the full term thereof, together with all extensions and renewals now provided thereunder, upon the same terms, covenants and conditions as therein provided, and Mortgagee or Purchaser shall thereafter assume and perform all of Landlord's obligations, as landlord under the Lease, with the same force and effect as if Mortgagee or Purchaser were originally named therein as Landlord and Tenant shall thereafter make all rent payments directly to either Mortgagee or Purchaser, as the case may be, subject to limitations contained in paragraph 5 below.

5. Limitation of Liability. Notwithstanding anything to the contrary contained herein or in the Lease, in the event of foreclosure of the Mortgage or conveyance in lieu of foreclosure, which foreclosure or conveyance occurs prior to the expiration date of the Lease, including any extensions and renewals of the Lease now provided thereunder, the liability of Mortgagee, its successors and assigns, or Purchaser, as the case may be, shall be limited to its interest in the Property; provided, however, that Mortgagee, its successors and assigns, or Purchaser, as the case may be, shall in no event or to any extent:

- (a) be liable to Tenant for any past act, omission or default on the part of the original or any prior Landlord under the Lease and Tenant shall have no right to assert the same or any damages arising therefrom as an offset, defense or deficiency against Mortgagee, Purchaser or the successors or assigns of either of them;
- (b) be liable to Tenant for any prepayment of rent or deposit, rental security or any other sums deposited with the original or any prior Landlord under the Lease which is not specifically delivered to Mortgagee;
- (c) be bound by any amendment or modification of the Lease not consented to in writing by Mortgagee;
- (d) be bound by any warranty or representation of Landlord relating to work performed by Landlord under the Lease; or
- (e) be liable to Tenant for construction or restoration, or delays in construction or restoration, of the Project or the Premises.

6. Further Documents. The foregoing provisions shall be self operative and effective without the execution of any further instruments on the part of any party hereto. Tenant agrees, however, to execute and deliver to Mortgagee, Purchaser, or to any person to whom Tenant herein agrees to attorn such other instruments as either shall reasonably request in order to effectuate such provisions.

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7. Lease. Tenant certifies that there are no defaults on the part of Tenant under the Lease and to the best of its knowledge, no defaults on the part of Landlord under the Lease; the Lease has not been amended and is a complete statement of the agreement of the parties thereto with respect to the letting of the Premises; and all the agreements and provisions contained in the Lease are in full force and effect on the date of this Agreement.
8. Notice and Cure. Tenant agrees that if there occurs a default by Landlord under the Lease:
- (a) A copy of each notice given to Landlord pursuant to the Lease shall also be given to Mortgagee, and no such notice shall be effective for any purpose under the Lease unless so given to Mortgagee; and
- (b) If Landlord shall fail to cure any default within the time prescribed by the Lease, Tenant shall give further notice of such fact to Mortgagee. Mortgagee shall be allowed such additional time as may be reasonably necessary to cure such default or institute and complete foreclosure proceedings (or otherwise acquire title to the Project), and so long as Mortgagee is proceeding diligently to cure the defaults that are reasonably susceptible of cure or proceeding diligently to foreclose the Mortgage, no such default shall operate or permit Tenant to terminate this Lease.
9. Notices. All notices, demands and requests given or required to be given hereunder shall be in writing and shall be deemed to have been properly given when personally served or if sent by U. S. registered or certified mail, postage prepaid, addressed as follows:

Mortgagee:	Berkshire Life Insurance Company Attention: Mortgage Loan Department 700 South Street Pittsfield, Massachusetts 01201
Tenant:	Olson's Ace Hardware, Inc. 1550 W. Algonquin Road Hoffman Estates, IL 60195
Landlord:	c/o Versailles Partnership 1564 W. Algonquin Road Hoffman Estates, IL 60195

or to such other address as any party may designate by notice in accordance with the foregoing.

10. Limitation of Personal Liability. Notwithstanding anything to the contrary herein or in the Lease, in the event that Mortgagee or any Purchaser acquires title to the Project, Mortgagee or Purchaser shall have no obligation, nor incur any liability, beyond the then interest, if any, of Mortgagee or Purchaser in the Project. Tenant shall look exclusively to such interest of Mortgagee or Purchaser, if any, in the Project for the payment and discharge of any obligations imposed upon Mortgagee or Purchaser hereunder or under the Lease, and Mortgagee and Purchaser are hereby released and relieved of any other liability hereunder and under the Lease. As regards Mortgagee or Purchaser, Tenant shall look solely to the estate or interest owned by Mortgagee or Purchaser in the Project and Tenant will not collect or attempt to collect any such judgment out of any other assets of Mortgagee or Purchaser. By executing this Agreement, Landlord specifically

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acknowledges and agrees that nothing contained in this paragraph 10 shall impair, limit, affect, lessen, abrogate or otherwise modify the obligations of Landlord to Tenant under the Lease.

- 11. Binding Effect. The terms, covenants and conditions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective heirs, executors, administrators, successors and assigns.
- 12. Modification. This Agreement may not be modified orally or in a manner other than by an agreement signed by the parties hereto or their respective successors in interest.
- 13. Choice of Law. This Agreement shall be governed by the internal law (and not the law of conflicts) of the State of Illinois.

WITNESS the due execution of this instrument by the parties hereto the day and year first above written.

MORTGAGEE:

BERKSHIRE LIFE INSURANCE COMPANY

ATTEST:

By: Richard M. Sullivan
Title: Assistant Secretary
Richard M. Sullivan

By: Prescott F. Hill
Title: Vice President
Prescott F. Hill

TENANT:

OLSON'S ACE HARDWARE, INC.,
an Illinois corporation

ATTEST:

By: Joan Olson
Title: Secretary
Joan Olson, Secretary

By: Donald W. Olson
Title: President
Donald W. Olson
President

LANDLORD:

AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO, AS TRUSTEE
AS AFORESAID

ATTEST:

By: [Signature]
Title: [Signature]

By: [Signature]
Title: [Signature]

This instrument is created by a duly assigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon it by such Trustee. It is expressly undertaken that none of the warranties, indemnities, representations and covenants contained herein shall be binding on the part of the Trustee or undertaken by it solely in its capacity as Land Trustee. No person shall be held liable or responsible in any way, in law or in equity, for any breach of any covenant, undertaking or agreement of the Trustee in this instrument.

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MORTGAGEE'S ACKNOWLEDGEMENT

STATE OF MASSACHUSETTS)
) SS
COUNTY OF BERKSHIRE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Prescott F. Hill, personally known to me to be the Vice President of BERKSHIRE LIFE INSURANCE COMPANY, and Richard M. Sullivan, personally known to me to be the Assistant Secretary of said Company, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their free and voluntary act, and as the free and voluntary act of said Company for the uses and purposes therein set forth, and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Company, did affix the said corporate seal to said instrument as his free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and notarial seal this 27th day of August, 1993.

Donna Lee Rook
Notary Public
Donna Lee Rook

My Commission Expires: May 20, 1999

TENANT'S ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Donald W. Olson, personally known to me to be the President of OLSON'S ACE HARDWARE, INC., and Joan Olson, personally known to me to be the Secretary of said corporation, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their free and voluntary act, and as the free and voluntary act of said corporation for the uses and purposes therein set forth, and the said Secretary then and there acknowledged that he, as custodian of the corporate seal of said corporation, did affix the said corporate seal to said instrument as his 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 9/14 day of August, 1993.

Linda J. Condon
Notary Public

My Commission Expires: _____

LINDA J. CONDON
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES _____

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, L. M. SOVIENSKI, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that M. MICHAEL WHELAN, personally known to me to be the V.P. President of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, and P. JOHANSEN personally known to me to be the ASSISTANT Secretary thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and ASSISTANT Secretary respectively, appeared before me this day in person and acknowledge that they signed and delivered the said instrument as their free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the said ASSISTANT Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this AUG 10 1993 day of _____, 19____.

L. M. Sovieniski
Notary Public

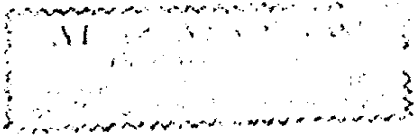


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EXHIBIT A
LEGAL DESCRIPTION
OF THE PROPERTY

LOT 4 IN HUNTINGTON PLAZA, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 SECTION 30, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 87407887 IN COOK COUNTY, ILLINOIS.

Address: 1550-1540 Algonquin Road
Hoffman Estates, Ill.
02-30-100-016-0000

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