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## SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT is made and entered into as of the 25<sup>th</sup> day of March, 1994, by and between SUPER TRAK CORPORATION, ("Tenant"), and LASALLE NATIONAL BANK, a national banking association ("Mortgagee").

RECITALS: . DEPT-01 RECORDING \$37.00  
: T#0000 TRAN 7832 05/25/94 12:33:00  
: #6109 : CJ # - 94 - 466554  
COOK COUNTY RECORDER

A. Mortgagee is the holder of a certain Mortgage (the "Mortgage") encumbering the Real Estate (hereinafter defined) and securing a principal indebtedness in an amount equal to \$2,186,512.

B. Tenant has entered into a 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 20, 1993 with American National Bank and Trust Company of Chicago as Trustee under Trust Agreement dated July 1, 1987 and known as Trust No. 102964-08 (the "Landlord"), pursuant to which Tenant leased certain premises (the "Leased Premises") consisting of approximately 18,828 rentable square feet of space designated as 777 River Oaks Drive in the building (the "Building") on the parcel of land (the "Land") legally described in Exhibit A attached hereto and commonly known as Calumet Square Shopping Center (the Land and Building herein being collectively referred to as the "Real Estate"). The Lease is for a term of sixty (60) months, commencing 30 days after the demised premises are ready for occupancy, provided that Tenant has the right to extend said lease term for four additional periods of five years each.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby covenant and agree as follows:

1. Tenant represents and warrants to Mortgagee that the Lease is the only document or agreement governing the tenancy of Tenant with respect to the Leased Premises.

2. Tenant hereby agrees not to amend or modify the Lease without the prior written consent of Mortgagee.

3. Prior to pursuing any remedy available to Tenant under the Lease, at law or in equity as a result of any failure of Landlord to perform or observe any covenant, condition, provision or obligation to be performed or observed by Landlord under the Lease (any such failure hereinafter referred to as a "Landlord's Default"), Tenant shall: (a) provide Mortgagee with a notice of Landlord's Default specifying the nature thereof, the section of

This instrument prepared by and after recording return to:  
Mark B. Butterman  
Schwartz, Cooper, Greenberger + Krauss  
180 N. La Salle St  
Chicago, IL 60601

37.00

TTI 311021 DKW (9) 249 B 9x15

Box 15  
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the Lease under which same arose and the remedy which Tenant will elect under the terms of the Lease or otherwise, and (b) allow Mortgagee the same number of days as provided for cure by the Landlord under the Lease following receipt of such notice of Landlord's Default to cure the same. Tenant shall not pursue any remedy available to it as a result of any Landlord's Default unless Mortgagee fails to cure same within the time period specified above. For purposes of this Paragraph 4, 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 Landlord having effectuated a cure thereof.

4. Tenant covenants with Mortgagee 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 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, 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 Mortgagee's right, title and interest in and to such proceeds and awards.

5. Tenant acknowledges that Landlord has collaterally assigned to Mortgagee all leases affecting the Real Estate, including the Lease, and the rents due and payable under such leases. In connection therewith, Tenant agrees that, upon receipt of a notice of a default by Landlord under such assignment and a demand by Mortgagee for direct payment to Mortgagee of the rents due under the Lease, Tenant will honor such demand and make all subsequent rent payments directly to Mortgagee.

6. Mortgagee agrees that so long as Tenant is not in default under the Lease beyond any applicable notice and cure period:

(a) 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; and

(b) The possession by Tenant of the Leased Premises and 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

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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;

7. If Mortgagee 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 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 subparagraph (b) below), and in such event:

(a) 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 Tenant elects or has elected to exercise its options to extend the term), and Tenant hereby agrees to attorn to such new owner and to recognize such new owner as "landlord" under the Lease;

(b) Such new owner shall be bound to Tenant under all of the terms, covenants and provisions of the Lease for the remainder of the term thereof (including the extension periods, if 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 Landlord) except for any on-going non-monetary defaults;

(ii) subject to any offsets or defenses which Tenant has against any prior landlord (including Landlord);

(iii) bound by any base rent, percentage rent, additional rent or any other amounts payable under the Lease which Tenant might have paid in advance for more than the 30 days in advance to any prior landlord (including Landlord);

(iv) liable to refund or otherwise account to Tenant for any security deposit not actually paid over to such new owner by Landlord;

(v) bound by any amendment or modification of the Lease made without Mortgagee's consent;

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(vi) 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 Shopping Center, including all rents, sales proceeds, financing insurance proceeds and eminent domain awards.

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 U.S. Mail, addressed in each case as follows:

To Mortgagee: LaSalle National Bank  
120 South LaSalle Street  
Chicago, Illinois 60603  
Attn: John Marynell

With copy to: Schwartz Cooper Greenberger & Krauss,  
Chtd.  
180 North LaSalle Street, Suite 2700  
Chicago, Illinois 60601  
Attn: David Glickstein, Esq.

To Tenant: Super Trak Corporation  
3300 75th Avenue  
Landover, Maryland 20785  
Attn: Legal Department

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 Paragraph shall be deemed received (i) if personally delivered, then on the date of delivery, (ii) if sent by overnight, U.S. Mail, 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. Tenant acknowledges and agrees that Mortgagee will be relying on the representations, warranties, covenants and agreements of Tenant contained herein and that any default by Tenant hereunder shall permit Mortgagee, at its option, to exercise any and all of its rights and remedies at law and in equity against Tenant and to join Tenant in a foreclosure action thereby terminating 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 Mortgagee, all of whom are

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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.

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

**Tenant:**

**SUPER TRAK CORPORATION**

R. Keith Green  
\_\_\_\_\_

By: R. Keith Green  
Title: President

**Mortgagee:**

**LASALLE NATIONAL BANK**  
a national banking association

By: James M. [Signature]  
Title: Senior Vice President

Landlord enters into this agreement for the purpose of approving the provisions of Paragraph 5 hereof and indemnifies and holds Tenant harmless from its performance thereunder.

**Landlord:**

**AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO**, as Trustee under Trust Agreement dated July 1, 1987 and known as Trust No. 102964-08

By: [Signature]  
Title: Authorized Officer

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STATE OF MARYLAND            }  
COUNTY OF ANNE ARUNDEL    }

On this 25<sup>th</sup> day of March, 1994, before me, Jane S. Van Fleet, a Notary Public in and for said county and state, personally appeared R. Keith Green, known to me to be the President of Super Trak Corporation, the corporation that executed the within instrument, known to me to be the person who executed the within instrument, on behalf of the corporation herein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Jane S. Van Fleet  
Notary Public in and for said  
County and State

My commission expires April 1, 1995.

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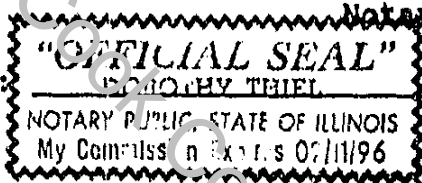
STATE OF ILLINOIS )  
COUNTY OF COOK ) SS.

I, Dorothy Thiel, a Notary Public in and for said County in the State aforesaid, do hereby certify that \_\_\_\_\_, a \_\_\_\_\_ of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO as Trustee under Trust Agreement dated July 1, 1987 and known as Trust No. 102964-08, who is personally known to be to be the same person whose name is subscribed to the foregoing instrument as such \_\_\_\_\_, appeared before me this day in person and acknowledged that he/she signed and delivered such instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes set forth therein.

Given under my hand and notarial seal on \_\_\_\_\_, 19\_\_.

*Dorothy Thiel*  
\_\_\_\_\_  
Notary Public

My Commission Expires:



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## EXHIBIT A

### Legal Description of Real Estate

Lots 1, 6, 7, 9, 10 and 12, also the North 40 feet of Lots 8 and 11, all in Hoover School First Addition of that part lying South of Michigan City Road, (Schrum Road) as dedicated in Document No. 245,758, of the East 813.72 feet of the North West 1/4 of the North East 1/4 of the North East 1/4 of Section 19, Township 36 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois, except the East 33 feet thereof dedicated for Mackinaw Avenue by Plat Document No. 16,258,941.

Pin: 30-19-218-023

" 024

Property: 777 River Oaks Drive  
Calumet City, IL

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