

SUBORDINATION AND NONDISTURBANCE AGREEMENT

14960516

This Subordination and Nondisturbance Agreement (this "Agreement") is made as of the 1st day of October, 1994, between ORIX Real Estate Equities, the address of which is 100 North Riverside Plaza, Chicago, Illinois 60606 ("Mortgagee") and Kinko's of Illinois, Inc., an Illinois corporation, the address of which is 440 North Wells Street, Suite 500, Chicago, Illinois 60610 ("Tenant").

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COOK COUNTY RECORDER

RECITALS

Mortgagee is the mortgagee under a certain Mortgage dated September 27, 1994 (the "Mortgage"), encumbering a parcel of land more particularly described in attached Exhibit I and owned by ORIX TMK Northbrook Venture ("Landlord") and any improvements now or hereafter erected thereon (this parcel of land and improvements thereon being hereinafter called the "Shopping Center").

Pursuant to a certain Lease between Landlord and Tenant dated as of September 28, 1994 (the "Lease"), Landlord leased to Tenant certain premises located in the Shopping Center and being more particularly described in attached Exhibit II (the "Demised Premises"). (A copy of the Lease has been delivered to Mortgagee, the receipt of which is hereby acknowledged by Mortgagee).

Pursuant to the Lease Tenant has agreed to subordinate the Lease to the Mortgage, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, Mortgagee and Tenant do hereby agree that:

1. The Lease and all of the terms and provisions thereof, including, without limitation, any options to extend the term as set forth in the Lease and the exercise by Tenant of any of the rights or remedies therein contained does not and shall not constitute a default under the Mortgage.

2. The Lease is and shall be subject and subordinate to the lien of the Mortgage and any modifications and extensions of the Mortgage.

3. Tenant certifies that as of the date hereof the Lease is in full force and effect and unmodified and that Tenant has no actual knowledge of any charge, lien or claim of offset under the Lease.

4. Notwithstanding any default under the Mortgage by Landlord and the exercise by Mortgagee of any of its rights or remedies under the Mortgage (including, without limitation, the commencement of foreclosure proceedings):

(a) Tenant shall not be named or joined as a party or otherwise in any suit, action or proceeding for the foreclosure of the Mortgage or the enforcement of any rights under the Mortgage or any obligation secured thereby;

(b) Unless the Tenant is in default under the Lease or Tenant's right to possession under the Lease has terminated, the possession by Tenant of the Demised Premises and Tenant's rights thereto shall not be disturbed, affected, or impaired by and the Lease will not be terminated or otherwise affected by (i) any suit, action or proceeding upon the Mortgage or any obligation secured thereby or by the foreclosure of the Mortgage or by the enforcement of any rights under the Mortgage or by any judicial sale or execution or other sale of the Demised Premises (or any deed given in lieu of foreclosure) or by the exercise of any other rights given to any holder of the Mortgage or other documents as a matter of law, or (ii) any default under the Mortgage or any obligation secured thereby;

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02/07/2010

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(c) All condemnation awards and insurance proceeds paid or payable with respect to the Demised Premises or any other part of the Shopping Center and received by Mortgagee shall be applied and paid in the manner set forth in the Lease; and

(d) Neither the Mortgage nor any other security instrument executed in connection therewith shall cover or be construed as subjecting in any manner to the lien thereof any trade fixtures, interior signs or other personal property at any time furnished or installed by or for Tenant or its subtenants or licensees at the Demised Premises, regardless of the manner or mode of attachment.

5. If Mortgagee or any future holder of the Mortgage shall become the owner of the Shopping Center by reason of foreclosure of the Mortgage or otherwise or if the Shopping Center shall be sold as a result of any action or proceeding to foreclosure the Mortgage or if transfer of ownership is made by deed given in lieu of foreclosure, the Lease shall continue in full force and effect as a direct lease between Tenant and the then owner of the Shopping Center, as "landlord," upon all of the same terms, covenants and provisions contained in the Lease, and in this event:

(a) Tenant shall be bound to any new owner under all of the terms, covenants, and provisions of the Lease and Tenant shall attorn to that new owner and recognize that new owner as "landlord" under the Lease; and

(b) The new owner shall be bound to Tenant under all of the terms, covenants and provisions of the Lease, which terms, covenants and conditions the new owner shall assume and agree to perform; and from and after the date any new owner succeeds to the interest of "landlord" under the Lease, Tenant shall have the same remedies against that new owner for the breach of any covenant contained in the Lease that Tenant would have had under the Lease against Landlord; provided, however, that any new owner shall not be bound by any rent or additional rent which Tenant might have paid for more than one month in advance to any prior landlord (including Landlord).

6. All notices or demands required under this Agreement to be delivered by one party to the other shall be deemed to have been delivered (a) upon the next business day if deposited with a nationally recognized overnight delivery service, (b) upon the third following business day if deposited in the United States Mail with postage prepaid and sent by certified mail, return receipt requested, and (c) upon receipt if delivered personally; and in any case, all notices shall be delivered to Mortgagee and Tenant at their addresses above set forth.

7. This Agreement shall bind and inure to the benefit of and be binding upon and enforceable by the parties hereto and their respective successors and assigns.

8. This Agreement and the Exhibits attached hereto and incorporated herein by this reference contains the entire agreement between the parties and cannot be changed, modified, waived or cancelled except by an agreement signed by Mortgagee and Tenant.


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IN WITNESS WHEREOF, Mortgagee and Tenant have each signed this Agreement as of the day and year first above written.

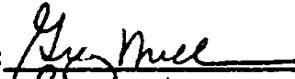
MORTGAGEE:

**ORIX Real Estate Equities, Inc.,
a Delaware Corporation**

By: 

TENANT:

**Kinko's of Illinois, Inc., an Illinois
corporation, d/b/a Kinko's Copies**

By: 
Its: President

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STATE OF ILLINOIS
COUNTY OF COOK

IN SENATE,
January 1, 1900.

REPORT
OF THE

PROPERTY OF COOK COUNTY CLERK'S OFFICE

1900

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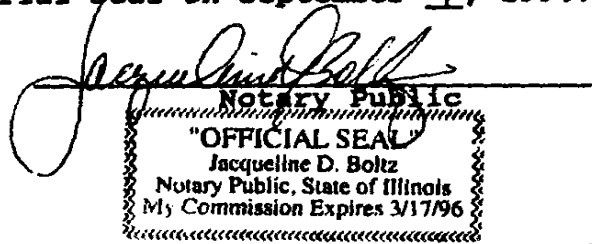
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Jacqueline D Boltz, a Notary Public in and for said County, in the State aforesaid, do hereby certify that James H. Purinton of ORIX Real Estate Equities, Inc., a Delaware corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Jacqueline D Boltz, appeared before me this day in person and acknowledged that he signed and delivered said instrument as such officer of said corporation and as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal on ^{November} ~~September~~ 9, 1994.

My Commission expires:

3-17-96



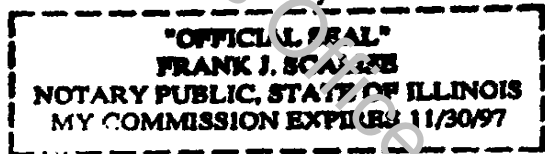
STATE OF Illinois)
) SS
COUNTY OF Cook)

I, Frank J. Scalise, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Greg Melheim of Kinko's of Illinois, Inc., an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Greg Melheim, appeared before me this day in person and acknowledged that (s)he signed and delivered said instrument as such officer of said corporation and as his/her own free and voluntary act for the uses and purposes therein set forth.

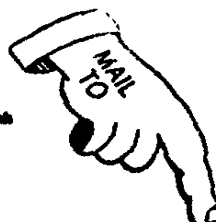
GIVEN under my hand and Notarial Seal on ^{November} ~~September~~ 3, 1994.

My Commission expires:

11/30/97



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Foley + Hardner
one S.B.M Plaza
330 North Wabash Ave
Chgo Ill 60611

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11/10/2015

EXPIRES 11/30/15
STATE OF ILLINOIS
FRANK J. SCALLIS
"OFFICIAL SEAL"