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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT AND AGREEMENT RELATING TO PARTIAL RELEASE OF LIEN

THIS AGREEMENT is made and entered into as of the 3rd day of December, 1994, by and between **ARONSON FURNITURE COMPANY**, an Illinois corporation ("**Tenant**"), and **LASALLE NATIONAL BANK**, a national banking association ("**Mortgagee**").

R E C I T A L S:

A. Exchange National Bank of Chicago ("Exchange") (whose successor in interest is Mortgagee), American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated July 1, 1987 and known as Trust No. 102964-08 ("Landlord") and Lake River Cake Properties Limited Partnership (the "Partnership") entered into a certain Construction Mortgage and Security Agreement dated September 8, 1987, which was recorded in the Office of the Cook County, Illinois Recorder on September 9, 1987, as Document No. 87-495-832 (such Mortgage, as amended from time to time, being hereinafter referred to as the "Mortgage"). The Mortgage encumbers that certain parcel of land described in Exhibit "A" hereto and two buildings and the other improvements thereon (such land, buildings and improvements being hereinafter referred to collectively as the "Shopping Center") and is part of the collateral for a certain Mortgage Note dated September 8, 1987 executed by Landlord and the Partnership in favor of Exchange in an original principal amount of $2,300,000.

B. Tenant has entered into a certain Store Lease of even date herewith with Landlord, a copy of which has been furnished to Mortgagee (such Store Lease, as hereafter amended from time to time, being hereinafter referred to as the "Lease"), pursuant to which Tenant has leased from Landlord and Landlord has leased to Tenant certain premises (the "Premises") in the Shopping Center consisting of approximately 18,828 rentable square feet of space, and identified on Exhibit C of the Lease. The Lease is for an initial term of sixty (60) months, commencing on or about February 1, 1995, and Tenant has the right and option to extend said lease term for three (3) additional periods of five (5) years each. Under the Lease, Tenant also has an option to purchase a portion of the Shopping Center defined in the Lease as the "Option Parcel", the legal description of which is attached hereto as Exhibit "B", for the respective fixed purchase prices set forth in the Lease, which prices are less than the balance on the date of this Agreement of the indebtedness secured by the Mortgage.

C. Tenant's obligations under the Lease are conditioned on the full signing and delivery of this Agreement in recordable form.

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

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

2. Tenant hereby agrees not to amend or modify the Lease in any ~~material~~ respect without the prior written consent of Mortgagee. RBC

3. Prior to pursuing any remedy available to Tenant under the Lease, whether 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 being 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 the Lease under which the same arose and the remedy or remedies which Tenant will elect to pursue under the terms of the Lease or otherwise to pursue, and (b) allow Mortgagee the same number of days as are provided for cure by the Landlord under the Lease following Mortgagee's receipt of such notice of Landlord's Default to cure the same (Mortgagee hereby agreeing that such cure period of Mortgagee shall run concurrently with Landlord's cure period, provided Tenant notifies Mortgagee of Landlord's Default on the same day Tenant notifies Landlord of Landlord's Default, except that in those instances in which such notice to Mortgagee states that Tenant is electing to exercise a remedy of termination of the Lease, Mortgagee shall have thirty [30] days from the expiration of the period during which Landlord has the right to cure such Landlord's Default in which Mortgagee may cure such Landlord's Default [plus such additional time as is reasonably necessary to complete such cure, but not to exceed an additional thirty (30) days, if such Landlord's Default cannot reasonably be cured by Mortgagee within such initial 30 days but Mortgagee commences and diligently pursues such cure within such initial 30-day period]). Tenant shall not pursue any remedy available to it as a result of any Landlord's Default if Mortgagee cures such Landlord's Default within the time period permitted above. Notwithstanding the rights granted to Mortgagee in this Section 3, Tenant understands that Mortgagee shall be under no obligation to cure or attempt to cure any Landlord's Default.

4. Subject to the provisions of this Agreement, 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 by the Mortgage 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 Shopping Center 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 Shopping Center including the Lease, and the rents due and payable under such leases. Without limiting the foregoing, until Tenant receives written notice from, or the written consent of, Mortgagee to the contrary, Tenant shall make all rent and all other amounts due under the Lease directly to the lock-box established by Landlord for the benefit of Mortgagee (provided Tenant receives written instructions from Mortgagee advising Tenant of the address and payee to which such payments are to be made).

6. Mortgagee, in consideration and reliance upon the representations, warranties, covenants and agreements of Tenant contained herein, agrees that at such times as Tenant is not in material default under the Lease and not in default under this Agreement.

(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 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 Mortgage, or by any judicial sale or execution or other sale of the Premises, or any deed given in lieu of foreclosure, or (ii) any default under the Mortgage;

(c) If Tenant exercises its option to purchase the Option Parcel during the first lease year of the term of the Lease, the purchase price for the Option Parcel shall be either (i) $1,600,000 if a "Qualified Lease" (as defined in Section R1 of the Lease) is in effect for the balance of the building in which the Premises is located (the "Building") at the time of closing of such purchase, or (ii) $1,500,000 if a Qualified Lease for the balance of the Building is not

in effect for such space at the time of such closing. If Tenant exercises its option to purchase the Option Parcel during the second lease year of the term of the Lease, the purchase price for the Option Parcel shall be either (i) $1,700,000 if a Qualified Lease is in effect for the balance of the Building at the time of closing of such purchase, or (ii) $1,600,000 if a Qualified Lease for the balance of the Building is not in effect for such space at the time of such closing.

(d) If Tenant exercises its option to purchase the Option Parcel, at the closing of the purchase and sale thereof, and concurrently with Mortgagee's receipt of an amount equal to the gross purchase price payable for the Option Parcel pursuant to Section R.1(b) of the Lease and the provisions of Section 6(c) above, which shall be either $1,500,000, $1,600,000 or $1,700,000 (determined as provided in this Section 6[c] above), Mortgagee, at no cost or expense to Tenant, shall (i) release of record the lien of the Mortgage and any assignment of leases, rents, issues and profits from the Option Parcel pursuant to a recordable release deed on Mortgagee's customary form, and (ii) consent, pursuant to a recordable instrument, to the provisions of a Reciprocal Easement and Operating Agreement substantially in the form and content of Exhibit "C" attached hereto, all regardless of whether (x) Landlord is in breach or default under the Mortgage or under any other documents securing the indebtedness secured by the Mortgage, (y) the debt secured by the Mortgage exceeds the release price for the Option Parcel to be paid to Mortgagee as provided above, and/or (z) the borrower under the loan secured by the Mortgage is insolvent or bankrupt, or is involved in any insolvency or bankruptcy proceeding. Anything set forth therein to the contrary notwithstanding, Tenant agrees that Mortgagee shall not be deemed to be in default under this Agreement if Mortgagee is precluded from releasing the lien of the Mortgage from the Option Parcel and receiving the release price therefor paid by Tenant because of the existence of a binding bankruptcy stay or other judicial proceeding prohibiting Mortgagee to so act. Mortgagee agrees to cooperate with Tenant's efforts to lift such a stay or modify such other judicial proceeding.

7. As used in this Agreement, a default under the Lease shall be deemed to be "material" if (i)(x) it involves the failure to pay a monetary amount, or (y) it involves any maintenance or repair obligation or obligations of Tenant, and the cummulative cost of performance of clauses (i)(x) and (i)(y) exceeds $2,500, (ii) it involves Tenant's failure to maintain insurance as required under the Lease, or (iii) it involves Tenant's failure to comply with the

provisions of the Lease relating to assignment or subletting.

8. If Mortgagee, its nominnee or assignee, 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 foreclose the Mortgage or transfer of ownership of the Shopping Center 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 Shopping Center as "landlord" upon all the same terms, covenants and provisions contained in the Lease including, without limitation, the options to extend the term of the Lease and the option to purchase the Option Parcel (subject to the exclusions set forth in subparagraph 7[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, without limitation, the options to extend the term of the Lease and the options to purchase the Option Parcel; provided, however, that neither Mortgagee or any nominee or affiliate of Mortgagee nor such new owner shall be:

(i) liable in money damages for any act or omission of any prior landlord (including Landlord);

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

(iii) bound by any base rent, additional rent or any other amounts payable under the Lease which Tenant might have paid in advance for more than thirty (30) days in advance of the due date thereof 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 affecting any obligation of Tenant, if such amendment or modification of the Lease was made without Mortgagee's consent; or

(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.

9. 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) sent by overnight U.S. Mail or by a reliable overnight courier, addressed in each case as follows:

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

To Tenant: Aronson Furniture Company
3401 West 47th Street
Chicago, Illinois 60632
Attn: Robert B. Cremer, President
and
Daniel Hamburg, Vice President

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 or by an overnight courier, 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 (3rd) federal banking day following the day sent or when actually received. A copy of each notice sent by Mortgagee to Tenant and each notice sent by Tenant to Mortgagee shall be sent simultaneously to Schwartz, Cooper, Greenberger & Krauss, Chtd., 180 North LaSalle Street, Suite 2700, Chicago, Illinois 60601, Attn: Messrs. David Glickstein and Robert Davidson.

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 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:

ARONSON FURNITURE COMPANY, an Illinois corporation

By: _____
Robert B. Cremer, as its President

MORTGAGEE:

LASALLE NATIONAL BANK, a national banking association

By: _____
John E. Marynell, as a Vice President

Landlord enters into this Agreement for the purpose of (i) approving the provisions of this Agreement (including, without limitation, Sections 5, 6[a][iii] and 6[a][iv]), (ii) agreeing that the proceeds of the sale of the Option Parcel pursuant to Tenant's purchase option set forth in the Lease shall be paid to Mortgagee, to the extent of the amount of the debt then secured by the Mortgage, in consideration of the issuance by Mortgagee of a lien release pursuant to Section 6(a)(iv) of this Agreement, and (iii) waiving all claims it may have had against Tenant for payment of Rent to Landlord as a result of and to the extent of Tenant's payment of Rent through the lock-box established by Landlord as set forth in Section 5 of this Agreement.

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: _____

Title: 2ND V.P.

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Wilma Morgan, a Notary Public in and for said County in the State aforesaid, do hereby certify that Robert B. Cremer, the President of ARONSON FURNITURE COMPANY, ("AFC"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered such instrument as his own free and voluntary act and as the free and voluntary act of AFC, for the uses and purposes set forth therein.

Given under my hand and notarial seal on Jan 13th, 1995.

" OFFICIAL SEAL "
WILMA MORGAN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 2/10/95

Wilma Morgan
Notary Public

My Commission Expires: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Virginia Penaranda, a Notary Public in and for said County in the State aforesaid, do hereby certify that John E. Marynell, a Vice President of LASALLE NATIONAL BANK, a national banking association, who is personally known to be to be the same person whose name is subscribed to the foregoing instrument as such Senior Vice President, appeared before me this day in person and acknowledged that he signed and delivered such instrument as his 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 January 19, 1995.

Virginia Penaranda
Notary Public

My Commission Expires: _____

"OFFICIAL SEAL"
VIRGINIA PENARANDA
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 2/8/98

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, SOL FLORES, a Notary Public in and for said County in the State aforesaid, do hereby certify that Peter Johansen, a SECOND VICE PRESIDENT 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 SECOND VICE PRESIDENT 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 JUN 17 1995, 19__.

"OFFICIAL SEAL"
Sol Flores
Notary Public, State of Illinois
My Commission Expires 10/21/98

Notary Public

My Commission Expires: _____

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EXHIBIT "A"

Legal Description of Shopping Center

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 11,245,758, of the East 613.72 feet of the Northwest 1/4 of the Northeast 1/4 of the Northeast 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. 16,256,941.

P.I.N.'s 30-19-218-023-0000

30-19-218-024-0000

EXHIBIT "B"

Legal Description of Option Parcel

Lots 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 11,245,758, of the East 613.72 feet of the Northwest 1/4 of the Northeast 1/4 of the Northeast 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. 16,256,941.

P.I.N. 30-19-218-024-0000

EXHIBIT "C"

Form of Reciprocal Easement and Operating Agreement

EXHIBIT C

RECIPROCAL EASEMENT AND OPERATING AGREEMENT

THIS RECIPROCAL EASEMENT AND OPERATING AGREEMENT (this "**Agreement**") is dated as of _____, 199_ is by and between _____ (said _____ and its successors and assigns being hereinafter referred to as the "**Parcel A Owner**"), and American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated July 1, 1987 and known as Trust No. 102964-08 (said American National Bank and Trust Company of Chicago, as Trustee, and its successors and assigns being hereinafter referred to as the "**Parcel B Owner**").

RECITALS

A. The Parcel A Owner is the fee title holder of that portion of the shopping center known as "Calumet Square," which part is legally described on **Exhibit A** attached hereto (the "**Parcel A**").

B. The Parcel B Owner is the fee title holder of that certain outlot portion of said shopping center, which part is legally described on **Exhibit B** attached hereto (the "**Parcel B**").

C. The parties hereto now desire to enter into this Agreement for the mutual benefit of their respective parcels.

AGREEMENTS

1. Ingress and Egress. The Parcel A Owner hereby grants and conveys to the Parcel B Owner, for the benefit of Parcel B, a non-exclusive perpetual easement for pedestrian and vehicular ingress, egress and passage, over, across, and along those areas on Parcel A from time to time designated by the Parcel A Owner for pedestrian and vehicular ingress, egress and passage. The Parcel B Owner hereby grants and conveys to the Parcel A Owner, for the benefit of Parcel A, a non-exclusive perpetual easement for pedestrian and vehicular ingress, egress and passage, over, across, and along those areas on Parcel B from time to time designated by the Parcel B Owner for pedestrian and vehicular ingress, egress and passage. Neither the Parcel A Owner, nor the Parcel B Owner, shall alter the location, quality, or reduce the quantity of, curb cuts or roadways located on its respective parcel without the consent of the other owner, which consent shall not be unreasonably withheld or delayed.

2. Parking. The Parcel A Owner hereby grants and conveys to the Parcel B Owner, for the benefit of Parcel B a non-exclusive perpetual easement for the parking of motor vehicles on such areas on Parcel A from time to time designated by the Parcel A Owner as parking spaces. The Parcel B Owner hereby grants and conveys to the Parcel A Owner, for the benefit of Parcel A, a non-exclusive perpetual easement for the parking of motor vehicles on such areas on Parcel B from time to time designated by the Parcel B Owner as parking spaces. Neither the Parcel A Owner, nor the Parcel B Owner, shall reduce the number of parking spaces located on its respective parcel without the consent of the other owner, which consent shall not be unreasonably withheld or delayed.

3. Utilities. The Parcel A Owner hereby grants and conveys to the Parcel B Owner, for the benefit of Parcel B, a non-exclusive perpetual easement for the operation, maintenance and repair of sewers, water and gas mains, electric facilities, telephone lines and other underground utilities (collectively, the "**Utility Facilities**") which exclusively serve the improvements located on Parcel B, over and across those portions of Parcel A where such Utility Facilities exist and are located on the date

hereof; provided, however, that the use by the Parcel B Owner of such easement and the Utility Facilities exclusively serving the improvements located on Parcel B shall not unreasonably interfere with the normal and customary business conducted on Parcel A. The Parcel B Owner hereby grants and conveys to the Parcel A Owner, for the benefit of Parcel A, a non-exclusive perpetual easement for the operation, maintenance and repair of Utility Facilities which exclusively serve the improvements located on Parcel A, over and across those portions of Parcel B where such Utility Facilities exist and are located on the date hereof; provided, however, that the use by the Parcel A Owner of such easement and the Utility Facilities exclusively serving the improvements located on Parcel A shall not unreasonably interfere with the normal and customary business conducted on Parcel B. Neither the Parcel A Owner, nor the Parcel B Owner, shall alter the location, quality, or reduce the quantity of, the Utility Facilities located on its parcel which serve exclusively the improvements located on the other parcel without the consent of the other owner, which consent shall not be unreasonably withheld or delayed.

4. Obstructions. No signs, fences, hedges, curbings, barriers, walls or other structures which would prohibit the free flow of pedestrian or automotive traffic as intended by this Agreement shall be erected by either owner on its respective parcel.

5. Common Area Costs. The Parcel A Owner shall cause all parking areas, interior drives and lanes, curb cuts, entrances, exits, landscaped areas and lighting facilities located on Parcel A and Parcel B to be maintained in good repair, and in a safe, sound, sightly and functional condition, free from refuse, rubbish, dirt, snow and ice. The Parcel A Owner shall re-pave, re-stripe and replace markings on the surface of the parking areas and interior drives and lanes located on Parcel A and Parcel B from time to time, as necessary so as to provide for the orderly parking of automobiles, and shall place or replace adequate exit and entrance signs to direct traffic in and out of Parcel A as the Parcel A Owner shall deem necessary or desirable. The Parcel A Owner shall keep the parking areas, interior drives and lanes lighted in the manner which exists on the date hereof during normal shopping hours. The costs incurred by the Parcel A Owner in performing such obligations is hereinafter referred to as the "**Common Area Maintenance Cost.**" The Parcel B Owner shall pay its proportionate share of the Common Area Maintenance Cost. The Parcel B Owner's proportionate share is five and seven tenths percent (5.7%). The Parcel B Owner shall pay to the Parcel A Owner, on account of its proportionate share, equal monthly installments on the first day of each calendar month, in advance, in an amount reasonably estimated, from time to time, by the Parcel A Owner to be the Parcel B Owner's proportionate share of the Common Area Maintenance Cost. After the end of each fiscal year of the Parcel A Owner, the Parcel A Owner shall furnish the Parcel B Owner with a statement of the actual Common Area Maintenance Cost paid or incurred by the Parcel A Owner and there shall be an adjustment between the Parcel A Owner and the Parcel B Owner within twenty (20) days following the delivery of such statement with payment to, or repayment by the Parcel A Owner, as the case may require, so that the Parcel A Owner shall receive from the Parcel B Owner the precise amount of the Parcel B Owner's proportionate share for such period. In the event that the Parcel B Owner shall fail to pay any monthly installment or any annual adjustment required hereunder within fifteen (15) days following the due date thereof, the Parcel A Owner shall be entitled to record a lien against Parcel B securing the obligation of the Parcel B Owner to make such payment. Such lien shall be subordinate to any bona fide first mortgage now or hereafter encumbering Parcel B. The holder of such lien shall have the right to foreclose such lien pursuant to applicable provisions of law. The Parcel B Owner shall have the right from time to time, but not more frequently than annually, to audit the Parcel A Owner's books and records pertaining to Common Area Maintenance Cost. Such audits shall be done at the Parcel B

Owner's sole cost and expense; provided, if any such audit discloses that the Parcel B Owner was overcharged in any calendar year for Common Area Maintenance Cost by more than five percent (5%) of what the Parcel B Owner should have been charged for such year, and such overage is greater than $3,000.00, the Parcel A Owner shall pay the Parcel B Owner's reasonable out-of-pocket costs of such audit. If such audit discloses a discrepancy (whether in favor of the Parcel A Owner or the Parcel B Owner) between what should have been charged to the Parcel B Owner for a calendar year and what was charged to the Parcel B Owner for that year, then the party undercharged or which received too much shall make a cash payment to the other within twenty (20) days after the results of such audit are final and undisputed. Such audits shall be conducted at the Parcel A Owner's offices (or its agent's offices, as applicable) in the greater Chicago metropolitan area upon reasonable advance notice and during normal business hours.

6. Liability Insurance. Each of the Parcel A Owner and the Parcel B Owner shall, at its sole cost and expense, maintain public liability insurance of its respective parcel, insuring against claims on account of death, bodily injury or property damage. Such insurance shall be obtained and maintained in a reputable insurance company or companies qualified to do business in the State of Illinois and having limits for bodily injury or death in the amount of not less than $2,000,000 for injury to or death of one person, $2,000,000 for injury to or death of more than one person in one accident and property damage insurance in an amount of not less than $500,000. Such insurance shall name the owner of the other parcel, and its agents and beneficiaries, as additional insureds thereunder. Such insurance shall provide that it may not be cancelled without at least thirty (30) days prior written notice being given by the insurer to each party named as an additional insured. Each of the Parcel A Owner and the Parcel B Owner, within ten (10) days following the execution and delivery of this Agreement and thereafter on or before thirty (30) days prior to the expiration date of such insurance, shall deliver to the other evidence of renewal of such insurance.

7. Restrictions on Use. To the extent not prohibited by applicable law, the Parcel B Owner shall not after the date hereof enter into any lease or voluntarily consent to any assignment of lease or sublease of retail space at Parcel B which would permit the lessee thereof (i) to operate a furniture, appliance, television or electronics store at such space or (ii) to sell automobile parts or accessories at such space; provided, however, that such restrictions on the Parcel B Owner shall not apply if, and to the extent that, at the time the Parcel B Owner enters into such lease or consents to such an assignment or subletting, with respect to clause (i), an Aronson Furniture store, and with respect to clause (ii), a Trak Auto store is not then actively engaged in selling such products to the public at the retail space at Parcel A; and provided further, that the restriction pertaining to electronic goods shall only apply to those general types of electronic goods then being sold by Aronson Furniture at the retail space at Parcel A at the time the Parcel B Owner enters into such lease or consents to such an assignment or subletting. So for example, if at the time the Parcel B Owner desires to lease space at Parcel B to a computer and software store, and Aronson Furniture does not then sell computers at its store at Parcel A, the Parcel B Owner may enter into such a lease. Notwithstanding any of the foregoing provisions of this paragraph to the contrary, no restrictions shall apply to the Parcel B Owner's leasing or consenting to an assignment or subletting as described (a) in clause (i) above if the Aronson Furniture store now operating at Parcel A closes and remains closed for more than one (1) year or (b) in clause (ii) above if the Trak Auto store now operating at Parcel A closes and remains closed for more than one (1) year.

8. Default. In the event of the occurrence by either the Parcel A Owner or the Parcel B Owner in the performance of its

obligations hereunder, the non-defaulting party shall be entitled to all its rights and remedies at law or in equity, including without limitation, the right to obtain a court order directing the defaulting party to pay the non-defaulting party's court costs and reasonable attorneys' fees.

9. Successors and Assigns. The terms and provisions of this Agreement shall run with the land and shall inure to the benefit of and be binding upon the parties hereto and their respective, grantees, invitees, licensees, successors and assigns.

10. Rule Against Perpetuities. If the rule against perpetuities or any other rule of law limits the time during which any provision of this Agreement shall be effective, then each such provision shall continue to be effective until twenty-one (21) years following the death of the last survivor of all of the Aldermen of the City of Chicago, Illinois serving, and all of their children and grandchildren living, on the date hereof.

11. Exculpatory. This instrument is executed by American National Bank and Trust Company of Chicago, not personally, but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by American National Bank and Trust Company of Chicago are undertaken by it solely as Trustee, as aforesaid, and not individually and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against American National Bank and Trust Company of Chicago by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date first above written.

PARCEL A OWNER:

_____

By_____

Its_____

PARCEL B OWNER:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but solely as Trustee under Trust Agreement dated July 1, 1987 and known as Trust No. 102964-06

By_____

Its_____

THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

Gary N. Ruben, Esq.
Goldberg, Kohn, Bell, Black,
Rosenbloom & Moritz, Ltd.
55 East Monroe Street
Suite 3700
Chicago, Illinois 60603

95069815

CONSENT OF MORTGAGEE

The undersigned, _____, being the holder of a certain mortgage encumbering Parcel A, hereby consents to the creation of the easements granted by, and to the other provisions of, this Agreement.

Dated: _____, 199_

_____

By_____
Its_____

CONSENT OF MORTGAGEE

The undersigned, _____, being the holder of a certain mortgage encumbering Parcel B, hereby consents to the creation of the easements granted by, and to the other provisions of, this Agreement.

Dated: _____, 199_

_____

By_____
Its_____

ACKNOWLEDGMENT

STATE OF)
) SS
COUNTY OF)

I, _____, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT _____, the _____ of American National Bank and Trust Company of Chicago, personally known to me 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 signed and delivered said instrument as ___ own free and voluntary act and as the free and voluntary act of American National Bank and Trust Company of Chicago for said uses and purposes.

GIVEN under my hand and notarial seal this ____ day of _____, 199_.

_____
Notary Public

My Commission Expires:

_____

0 0 4 9 5 0 6 9 9 1 0

ACKNOWLEDGMENT

STATE OF)
) SS
COUNTY OF)

I, _____, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT _____ of _____, a_ _____ corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that _he signed and delivered said instrument as ___ own 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 ____ day of _____, 199_.

_____
Notary Public

My Commission Expires:

_____

95069056

ACKNOWLEDGMENT

STATE OF)
) SS
COUNTY OF)

I, _____, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT _____ of _____, a_ _____ corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that _he signed and delivered said instrument as ___ own 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 ____ day of _____, 199_.

_____
Notary Public

My Commission Expires:

_____

ACKNOWLEDGMENT

STATE OF)
) SS
COUNTY OF)

I, _____, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT _____ of _____, a_ _____ corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that _he signed and delivered said instrument as ___ own 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 ____ day of _____, 199_.

_____
Notary Public

My Commission Expires:

_____

95069016

EXHIBIT A

Parcel A

Lots 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 11,245,758, of the East 613.72 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. 16,256,941.

EXHIBIT D

Parcel B

Lot 1 in Hoover
School First Addition of that part lying South of Michigan City Road, (Schrum Road) as dedicated in Document 11,245,758, of the East 613.72 feet of the North West 1/4 o 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. 16,256,941.

Robert G. Davidson, Esq.
Schwartz, Cooper, Greenberger + Krauss
180 No LaSalle St., #2700
Chicago, IL 60601