

**AGREEMENT OF SUBORDINATION,
NON-DISTURBANCE, AND ATTORNMENT**

THIS AGREEMENT is made by and among LASALLE NATIONAL BANK, not personally but as successor trustee to LaSalle National Trust, N.A. Trustee under a certain Trust Agreement dated November 21, 1986 and known as Trust No. 111774 ("Trustee") and MKDG/BUCK 123 LIMITED PARTNERSHIP, a Delaware limited partnership ("Beneficiary") (Trustee and Beneficiary are collectively referred to herein as "Lessor"), H.W. Aver & Son, Inc. ("Lessee"), and FLEET NATIONAL BANK, a national banking association, as agent for itself and other lenders ("Lender").

W I T N E S S E T H:

DEPT-01 RECORDING \$51.50
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#0891 : DK * -97-402128
COOK COUNTY RECORDER

WHEREAS, under a certain lease dated August 1, 1990, (hereinafter referred to as the "Lease"), Lessor did lease, let, and demise the Premises (as defined in the Lease) to Lessee for the period of time and upon the covenants, terms, and conditions therein stated; and

WHEREAS, except as set forth on Schedule I hereto, said Lease has not been amended or modified; and

WHEREAS, concurrently herewith Lender is making a mortgage loan to Lessor (the "Loan") which loan is evidenced by a certain Note (the "Note"), of even date herewith executed by Trustee and payable to Lender, and secured in part by (i) a Mortgage (the "Mortgage") of even date herewith covering the Land and Building (as defined in the Lease) in which the Premises are located and (ii) an assignment of Lessor's interest in the Lease, (the "Assignment of Lease"); and

and as described on Exhibit A attached

WHEREAS, Lessor and Lessee jointly and severally acknowledge and agree to the Assignment of Lease, and more particularly, the covenants and agreements of Lessor set forth therein; and

WHEREAS, the parties hereto desire to establish additional rights of quiet and peaceful possession for the benefit of Lessee, and further to define the covenants, terms, and conditions precedent to such additional rights.

NOW, THEREFORE, in consideration of the covenants, terms, conditions, agreements, and demises herein contained, and in consideration of other good and valuable consideration, each to the other, the sufficiency and receipt of which are hereby acknowledged, the parties hereto agree, covenant, and warrant as follows:

1. Lender, Lessor, and Lessee do hereby covenant and agree that the Lease and any modifications and amendments which either

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Mail To:
Near North Nat'l Title
222 N. LaSalle 1st Fl.
Chicago, IL 60601
Attn: Underwriting

Handwritten notes: 51.50, 48.00, 7.50

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were subsequently approved by Lender or which did not require Lender's approval under any of the Loan documents and all rights, options, liens or charges created thereby are and shall continue to be subject and subordinate in all respects to the Mortgage and the lien created thereby, to any advancements made thereunder, to any consolidations, extensions, modifications or renewals thereof, and to any other mortgage on the Premises which may hereafter be held by Lender.

2. Subject to the observance and performance by Lessee of all of the covenants, terms and conditions of the Lease or in any modification or amendment specified herein or subsequently approved by Lender on the part of Lessee to be observed and performed, Lender hereby covenants that in the event Lender or any Transferee (as hereinafter defined) obtains title to the Premises, either by foreclosure or by deed in lieu of foreclosure, and thereafter obtains the right of possession of the Premises, that the Lease and any modifications or amendments specified herein or hereafter approved by Lender will continue in full force and effect, and Lender shall recognize the Lease and any modifications or amendments specified herein or subsequently approved by Lender and the Lessee's rights thereunder, and will thereby establish direct privity of estate and contract between the Lender and Lessee with the same force and effect and with the same relative priority in time and right as though the Lease and any modification or amendment specified herein or subsequently approved by Lender were directly made from Lender in favor of Lessee.

3. Lessee agrees to give lender a copy of any notice of default served upon Lessor. Lessee further agrees that if Lessor shall have failed to cure such default within the time period provided for in the Lease, then Lender shall have an additional thirty (30) days (or in the case of an emergency situation, such shorter period of time as is reasonable) within which to cure such default or if such default cannot be cured within that time, then such additional time as may be necessary if, within thirty days, Lender has commenced and is diligently pursuing the remedies necessary to cure such default, in which event the Lease shall not be terminated while such remedies are being so diligently pursued. It is specifically agreed that Lessee shall not, as to Lender, require cure of any such default which is personal to Lessor, and therefore not susceptible of cure by Lender. Lender hereby agrees that as of the date hereof the Lease does not contain any default which is not susceptible of cure by Lender.

4. That in the event the interests of Lessor under the Lease shall be transferred to Lender by reason of foreclosure, deed in lieu of foreclosure, or otherwise, Lessee hereby

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covenants and agrees to make full and complete attornment to Lender as substitute Lessor upon the same terms, covenants and conditions as provided in the Lease, except for provisions which are impossible for Lender to perform, so as to establish direct privity of estate and contract between Lender and Lessee with the same force and effect and relative priority in time and right as though the Lease and all modifications and amendments thereof specified herein or hereafter consented to by Lender or not requiring Lender's consent under any of the Loan documents, together with all guarantees of Lessee's obligations under the Lease, was originally made directly between Lender and Lessee. Lessee will thereafter make all payments directly to Lender and will waive as against Lender only any defaults of Lessor (whether curable or non-curable) which occurred prior to Lender gaining right of possession to the Premises and becoming substitute Lessor. Except as otherwise specified in paragraph 9 of this Agreement, Lessee waives all joinder and/or service of any and all foreclosure actions by Lender under the Note and Mortgage upon the Premises, and of any actions at law by Lender to gain possession of the Lessor's interest in the Premises. It shall not be necessary, except as required by law, for Lender to name Lessee as a party to enforce its rights under the Note or Mortgage, or any other instrument collateralizing the loan, or to prosecute any action at law to gain possession of Lessor's interest in the Premises and unless required by law Lender agrees not to name Lessee in any such proceeding. Lender agrees to provide notice to Lessee of any foreclosure actions by Lender under the Note and Mortgage; provided, however, that the failure by Lender to provide such notice shall not (i) subject Lender to liability to Lessee or to any other party, or (ii) have any impact upon the validity of such foreclosure. If the interests of Lessor under the Lease shall be transferred by reason of foreclosure of the Mortgage, deed in lieu of foreclosure, or otherwise, to any party other than Lender (hereinafter referred to as a "Transferee"), then Lessee hereby covenants and agrees to make full and complete attornment to such Transferee as substitute Lessor, upon the same terms and conditions as provided for herein in the case of attornment to Lender.

5. The provisions of this Agreement shall be real covenants running with the Premises, and shall be binding upon and inure to the benefit of the respective parties hereto and their respective heirs, executors, administrators, beneficiaries, successors and assigns, including without limitation any person who shall obtain, directly or by assignment or conveyance, (a) any interest in the Mortgage; (b) any certificate of purchase following foreclosure of the Mortgage; (c) any certificate of redemption following such foreclosure; or (d) any interest in the Premises, whether through foreclosure or otherwise. Furthermore,

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the provisions of this Agreement shall be binding upon any guarantor of Lessee's obligations under the Lease.

6. Notwithstanding anything contained herein to the contrary, or anything to the contrary in the aforesaid Lease or in any modifications or amendments thereto, Lessor and Lessee hereby covenant and agree that, with respect to matters occurring prior to the time that Lender acquires title to the Lessor's interest in the Premises, either by foreclosure or deed in lieu of foreclosure, Lender and its respective assignees shall not be:

- (a) Liable for any act or omission of Lessor.
- (b) Subject to any offsets or defenses which Lessee might have as to Lessor.
- (c) Required or obligated to credit Lessee with any rent or additional rent for any rental period beyond the then current rental period which Lessee might have paid Lessor.
- (d) Bound by any amendments or modifications of the Lease made without Lender's consent, other than (i) exercise of rights, options or elections contained in the Lease, including without limitation options to extend the term of the Lease, and (ii) amendments which do not require Lender's consent under the Loan documents.

7. Lessee hereby acknowledges that the Assignment of Lease secures the aforesaid loan, and Lessee covenants and agrees as follows for the benefit and reliance of Lender:

- (a) That, notwithstanding anything to the contrary contained in the Lease, it will not, without the express written consent of Lender:
 - (i) Cancel, terminate or surrender the Lease, except as provided therein or in any modification or amendment specified herein or hereafter consented to by Lender, and then only after Lender has failed to or unsuccessfully attempted to cure within the time limits set forth in Section 3 hereof; or
 - (ii) After the date hereof, enter into any agreement with Lessor, its successors or assigns, which grants any concession with respect to the Lease or which reduces the rent called for thereunder; or

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(iii) After date hereof, create any offset or claims against rents (except to the extent provided in the Lease), or prepay rent.

(b) That it hereby acknowledges the receipt of a copy of the Assignment of Lease in the form attached hereto and agrees, except to the extent prohibited by law or legal proceedings, to make rental payments according to the terms of such Assignment of Lease upon written demand by Lender in the event of any default under the Note or Mortgage.

8. Lessor and Lessee hereby jointly and severally agree for the benefit and reliance of Lender, as follows:

(a) That neither this Agreement, the Assignment of Lease, nor anything to the contrary in the aforesaid Lease or in any modifications or amendments thereto shall, prior to Lender's acquisition of Lessor's interest in and possession of the Premises, operate to give rise to or create any responsibility or liability for the control, care, management or repair of the Premises upon Lender, or impose responsibility for the carrying out by Lender of any of the covenants, terms and conditions of the Lease or of any modification or amendment specified herein or hereafter consented to by Lender, nor shall said instruments operate to make Lender responsible or liable for any waste committed on the Premises by any party whatsoever, or for dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair or control of said Premises resulting in loss, injury or death to any Lessee, licensee, invitee, guest, employee, agent or stranger.

Notwithstanding anything to the contrary in the Lease, Lender, its successors and assigns or a purchaser under the terms of the Mortgage, shall be responsible for performance of only those covenants and obligations of the Lease accruing after Lender's acquisition of Lessor's interest in and possession of the Premises.

(b) That in the event Lender gains title to the Premises and becomes substitute Lessor, it is agreed that Lender may assign its interest as substitute Lessor without notice to, the consent of, or assumption of any liability to any other party hereto.

9. Any notice, demand, request or other communication which any party hereto may be required or may desire to give

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hereunder shall be in writing, addressed as follows, and shall be deemed to have been properly given if hand-delivered or if mailed (effective upon mailing) by United States registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Lessee:

Darcy, Masius, Benton, & Bowles, Inc.
1675 Broadway
New York, New York 10019

Attn: Chief Financial Officer

with a copy to:

N.W. Ayer Inc.
Worldwide Plaza
825 8th Plaza
New York, New York 10019

Attn: Chief Financial Officer

and a copy to:

N.W. Ayer Inc.
515 North State Street
Suite 2100
Chicago, Illinois 60610

Attn: Chief Financial Officer

If to Lender:

Fleet National Bank
111 Westminster Street
Providence, Rhode Island 02903
Attn: Patrick Burns

and with a copy to:

Riemer & Braunstein
Three Center Plaza
Boston, Massachusetts 02108
Attn: James H. Lerner, Esq.

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If to Lessor:

MKDG/Buck 123 Limited Partnership
c/o The John Buck Company
233 South Wacker Drive
Chicago, Illinois 60606
Attn: Kent Swanson

and with a copy to:

Mayer, Brown & Platt
190 South LaSalle Street
Chicago, Illinois 60603
Attn: John J. Gearen, Esq.

or at such other address as the party to be served with notice may have furnished in writing to the party seeking or desiring to serve notice as a place for the service of notice. Notices given in any other fashion shall be deemed effective only upon receipt.

11. This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof. No variations, modifications or changes herein or hereof shall be binding upon any party hereto unless set forth in a document duly executed by or on behalf of such party.

12. This instrument may be executed in multiple counterparts, all of which shall be deemed originals and with the same effect as if all parties hereto had signed the same document. All of such counterparts shall be construed together and shall constitute one instrument, but in making proof, it shall only be necessary to produce one such counterpart.

13. Whenever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders. The words, "Lender," "Lessor" and "Lessee" shall include their heirs, executors, administrators, beneficiaries, successors and assigns, and any Transferees.

14. Upon the occurrence of a default under any of the Loan documents, Lender shall be entitled, upon notice to Lessee to all rents and other amounts then due under the Lease and thereafter accruing, and this paragraph shall constitute a direction to and full authority to Lessee to pay all such amounts to Lender without proof of the default relied upon. Lessee is hereby irrevocably authorized to rely upon and comply with (and shall be fully protected in so doing) any notice or demand by Lender for the payment to Lender of any rental or other sums which may be or thereafter become due under the Lease or for the

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performance of Lessee's undertakings under the Lease and shall have no right or duty to inquire as to whether any default under the Mortgage has actually occurred or is then existing.

15. Notwithstanding anything to the contrary contained herein, the liability of Beneficiary and its partners hereunder shall be limited to the extent provided in Section 19.16 of the Loan Agreement.

16. This instrument is executed by LaSalle National Bank 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 (and LaSalle National Bank hereby warrants that it possesses full power and authority to execute this instrument). All the terms, provisions, stipulations, covenants and conditions to be performed hereunder (whether or not the same are expressed in the terms of covenants, promises or agreements) are undertaken by it solely as Trustee, as aforesaid, and not individually, and no personal liability shall be asserted to be enforceable against LaSalle National Bank by reason of any of the terms, provisions, stipulations, covenants and conditions contained in this instrument.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed, sealed and delivered in their respective names and in their behalf; and if a corporation, by its officers duly authorized, this 28th day of ~~April~~, 19 27.

May

Attest: _____
Assistant Secretary

LESSEE:

N.W. AYER & SON, INC.

By: *John R. Beth*
Name: JOHN R. BETH
Its: SUP. DIR. OF FINANCIAL
OPERATIONS

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LENDER:

FLEET NATIONAL BANK

By: 

Name: Michael J. Green

Its: Vice President

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LESSOR:

LASALLE NATIONAL BANK,
as Trustee as aforesaid

By: [Signature]
Name: Sgt. C. LANG
Its: AS TRUSTEE

Attest: [Signature]
Assistant Secretary

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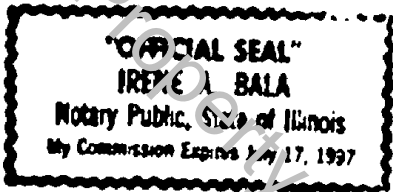
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ACKNOWLEDGMENT OF FLEET NATIONAL BANK

STATE OF _____)
) SS.
COUNTY OF _____)

On the _____ day of May, 1997, before me personally appeared _____, known to me or proved to me on the basis of satisfactory evidence to be the _____ of Fleet National Bank acknowledged the foregoing instrument and swore and acknowledged that he executed the same as his free act and deed in his capacity as such _____.



Irene A. Bala
Notary Public

My commission expires: July 17, 1997

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TRUST ACKNOWLEDGMENT

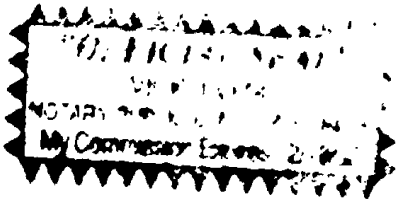
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On the 29th day of May, before me personally appeared the above-named LaSalle National Bank as trustee aforesaid by, Joseph W. Lang, its senior vice president who swore and acknowledged that being authorized and directed to do so he did sign the foregoing instrument, and that the same is the free act and deed of said trust and his free act and deed personally as such trustee.

Joseph W. Lang
Notary Public

My commission expires: 12/31/2009

[Signatures Continued on following pages]



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Schedule 1

Lease Amendments

First Amendment to Lease	Dated	June 1, 1988
Release of Old Lease	Dated	March 26, 1991
Second Amendment to Lease (Expansion Space)	Dated	October 16, 1995
Third Amendment To Lease (Assignment and Assumption of Lease and Consent to Assignment)	Dated	October 1, 1996

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Exhibit A

Legal Description

PARCEL 1:

THAT PART OF LOTS 1 THROUGH 6, AND LOTS 10 THROUGH 12, ALL INCLUSIVE, TOGETHER WITH THE EAST-WEST ALLEY VACATED BY ORDINANCE PASSED APRIL 13, 1984 AND RECORDED AUGUST 3, 1984 AS DOCUMENT NUMBER 27199505, LYING SOUTH OF AND ADJOINING SAID LOTS 1 THROUGH 6 AND LYING NORTH OF AND ADJOINING LOTS 7 THROUGH 12, IN BLOCK 15, IN KINZIE'S ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF BLOCK 15 AFORESAID; THENCE SOUTH 0 DEGREES 06 MINUTES 53 SECONDS EAST, ALONG THE WEST LINE OF SAID BLOCK, 110.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 110.00 FEET OF BLOCK 15 AFORESAID; SAID POINT BEING ALSO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE SOUTH 89 DEGREES 52 MINUTES 51 SECONDS EAST, ALONG SAID SOUTH LINE, 141.40 FEET; THENCE SOUTH 44 DEGREES 52 MINUTES 51 SECONDS EAST, 6.20 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 114.30 FEET OF BLOCK 15 AFORESAID; THENCE SOUTH 89 DEGREES 52 MINUTES 51 SECONDS EAST, ALONG SAID SOUTH LINE, 5.25 FEET; THENCE SOUTH 44 DEGREES 52 MINUTES 51 SECONDS EAST, 147.81 FEET TO A POINT ON THE SOUTH LINE OF BLOCK 15 AFORESAID, SAID POINT BEING 46.01 FEET (AS MEASURED ALONG SAID SOUTH LINE) WEST OF THE SOUTHEAST CORNER OF BLOCK 15 AFORESAID; THENCE SOUTH 89 DEGREES 40 MINUTES 45 SECONDS EAST, ALONG THE SOUTH LINE OF SAID BLOCK, A DISTANCE OF 46.01 FEET TO ITS SOUTHEAST CORNER THEREOF; THENCE NORTH 0 DEGREES 01 MINUTES 49 SECONDS WEST, ALONG THE EAST LINE OF BLOCK 15 AFORESAID, 219.07 FEET TO ITS NORTHEAST CORNER THEREOF; THENCE NORTH 89 DEGREES 52 MINUTES 51 SECONDS WEST, ALONG THE NORTH LINE OF BLOCK 15 AFORESAID, 301.44 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

AREA = 44,101.2 SQUARE FEET OR 1.0124 ACRES.

KNOWN AS: 515 N STATE ST., CHICAGO, ILLINOIS.

PIN 17-10-123-013

5/21/2014 10:00 AM

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