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This Instrument was prepared
by and when recorded return to:

6706/0311 27 001 Page 1 of 9
1999-07-30 13:30:18
Cook County Recorder 37.00

Michael F. Sexton
Rooks, Pitts and Poust
10 South Wacker Drive
Suite 2300
Chicago, Illinois 60603

SUBORDINATION, NONDISTURBANCE
AND ATTORNMENMENT AGREEMENT

THIS SUBORDINATION, NONDISTURBANCE AND ATTORNMENMENT AGREEMENT (this "Agreement") is dated and effective as of July 1, 1999 by and between LASALLE BANK NATIONAL ASSOCIATION, formerly known as LASALLE NATIONAL BANK, a national banking association ("Bank"), having its principal offices at 135 South LaSalle Street, Chicago, Illinois 60603, and COLOR COMMUNICATIONS INC., an Illinois corporation ("Tenant"), having its principal offices at 4000 West Fillmore, Chicago, Illinois 60624.

WITNESSETH:

A. Tenant has leased the Premises pursuant to the terms of a Real Estate Lease dated as of June 1, 1999 by and between Abbey Leasing, L.L.C., an Illinois limited liability company ("Abbey") as successor-in-interest to LaSalle National Bank, as successor trustee to LaSalle National Trust, N.A., as successor trustee to LaSalle National Bank, as trustee under trust agreement dated April 5, 1989 and known as trust number 114284 and R & L, an Illinois general partnership, as landlord, and Tenant (as the same may have been amended through and including the effective date of this Agreement, the "Lease").

B. Abbey has executed and delivered a Substitute Term Note dated as of even date herewith in the original principal sum of \$1,395,939 (together with all substitutes therefore and replacements, renewals, extensions and/or modifications thereof, the "Note"). The Note is secured, *inter alia*, by Amended and Restated Mortgage and Security Agreement dated as of January 19, 1996, as amended by a First Amendment thereto dated as of December 23, 1997 and a Second Amendment thereto dated as of even date herewith, made by Abbey (as the same may be amended, restated, modified and/or spread from time to time, the "Mortgage").

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C. Bank has required the execution of this Agreement as a condition to making the loan evidenced by the Note and Tenant has agreed to execute this Agreement pursuant to the terms of the Lease.

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

1. Subordination of Lease. The Lease and all of Tenant's interest therein and rights thereunder shall at all times be subject and subordinate in each and every respect to the Mortgage and to any and all increases, renewals, modifications, extensions, substitutions, replacements, amendments, restatements and/or consolidations of the Mortgage. Any and all such increases, renewals, modifications, extensions, substitutions, replacements, amendments, restatements and/or consolidations shall nevertheless be subject to the terms of this Agreement.

2. Nondisturbance of Tenant's Right to Possession. Provided Tenant shall have performed and shall continue to perform all of the covenants and conditions of the Lease to be performed by it, and further provided Tenant shall not be in default thereunder, the rights of Tenant under the Lease shall remain in full force and effect and its possession of the Premises thereunder shall remain undisturbed during the term of the Lease and during any renewal or extension thereof in accordance with its terms; provided, however, that Bank shall in no event be liable for any default by Abbey, as landlord, under the Lease.

3. Attornment. After the receipt by Tenant of notice from Bank of completion of a foreclosure under the Mortgage or if Bank has received a conveyance of the Premises in lieu of foreclosure, Tenant shall attorn to Bank, its successors and assigns, or any other purchaser at such foreclosure sale as the substitute landlord under the Lease. Such attornment shall be effective and self-operative without the execution of any further instrument on the part of any of the parties hereto. Tenant agrees, however, to execute and deliver at any time and from time to time, upon the request of Abbey and its successors as landlord under the Lease (Abbey and such successors being hereinafter referred to collectively as the "Landlord") or of any holder(s) of any of the indebtedness or other obligations secured by the Mortgage or any such purchaser (collectively, such holder(s) and purchaser(s) are referred to hereinafter as "Holders"), any instrument or certificate which, in the sole judgment of Landlord or any Holders, may be necessary or appropriate in any such foreclosure or other proceeding or otherwise to evidence such attornment. Tenant hereby irrevocably appoints Bank and any Holders, jointly and severally, the agent and attorney in fact of Tenant to execute and deliver for and on behalf of Tenant any such instrument or certificate. Such power of attorney shall not terminate on disability of the principal, shall be a power coupled with an interest and cannot be revoked. In the event of any such attornment, Tenant to the extent permitted by law further waives the provisions of any statute or rule of law, now or hereafter in effect, which may give or purport to give Tenant any right or election to terminate or otherwise adversely affect the Lease and the obligation of Tenant thereunder as a result of any such foreclosure proceeding.

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4. Assumption by Bank of Certain Obligations. If Bank shall succeed to the interest of Landlord under the Lease in any manner, or if any purchaser acquires the Premises upon any foreclosure of the Mortgage under the Mortgage, Bank or such purchaser, as the case may be, in the event of attornment shall have the same remedies by entry, action or otherwise in the event of any default by Tenant in the payment of rent or additional rent or in the performance of any of the terms, covenants and conditions of the Lease on Tenant's part to be performed that Landlord had or would have had if the Bank or such purchaser had not succeeded to the interest of Landlord in the Lease. From and after any such attornment, Bank or such purchaser shall be bound to Tenant under all the terms, covenants and conditions of the Lease, and Tenant shall, from and after the succession to the interest of Lessor under the Lease by Bank or such purchaser, have the same remedies against the Bank or such purchaser for the breach of an agreement contained in the Lease that Tenant might have had under the Lease against Landlord if Bank or such purchaser had not succeeded to the interest of Landlord; provided, however, that the Bank or such purchaser shall not be:

- (a) liable for any act or omission of any prior Landlord (including Abbey); or
- (b) subject to any offsets or defenses which Tenant might have against any prior Landlord (including Abbey); or
- (c) bound by any rent or additional rent which Tenant might have paid for more than the current month to any prior Landlord (including Abbey); or
- (d) bound by any amendments to the Lease not previously approved by Bank; or
- (e) bound by any provision of the Lease relating to the application of insurance or condemnation proceeds in the event of a casualty or other loss; or
- (f) obligated to incur expenses in connection with repairing or restoring the Premises in excess of an amount equal to the insurance proceeds or condemnation award, as applicable, actually received, less all costs and expenses incurred in collecting said monies.

5. Abbey's Remedies Under Lease. Nothing herein contained is intended, nor shall it be construed, to abridge or adversely affect any right or remedy of Landlord under the Lease in the event of any default by Tenant (beyond any period given Tenant pursuant to the terms and conditions of the Lease to cure such default) in the payment of rent or additional rent or in the performance of any of the terms, covenants or conditions of the Lease on Tenant's part to be performed.

6. Modifications to this Agreement. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest.

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7. Binding on Successors. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors and assigns, and any purchaser or purchasers at foreclosure of the Premises.

8. Notice Regarding the Mortgage. To the extent that the Lease shall entitle Tenant to notice of any mortgage, this Agreement shall constitute such notice to Tenant with respect to the Mortgage and to any and all other mortgages which may hereafter be subject to the terms of this Agreement as provided above.

9. Tenant Notices Regarding Abbey's Default. Tenant shall send to Bank copies of all notices given to Landlord under the Lease at the same time such notice is given to Landlord.

10. Notices. All notices, requests or other communications which any party may be required or may desire to give in connection with this Agreement shall be in writing, and shall be personally delivered, sent by overnight express delivery by a nationally recognized delivery service, freight prepaid, or sent by United States Registered or Certified Mail, postage prepaid, addressed as follows:

If to Tenant at: Color Communications, Inc
4000 West Fillmore
Chicago, Illinois 60624

If to Mortgagee at: LaSalle Bank National Association
135 South LaSalle Street
Chicago, Illinois 60603
Attention: Metropolitan Division

Notices, requests and other communications which shall be served in the manner aforesaid shall be deemed to be sufficiently delivered or given for all purposes hereunder (i) in the case of personal delivery, upon such delivery, (ii) in the case of overnight express delivery, one business day after delivery to such delivery service and (iii) in the case of mailing by Registered or Certified Mail, two business days after such notice, demand or request shall be mailed. By notice complying with the foregoing provisions of this paragraph 10, either party may from time to time change its address for notice purposes, except that any such notice shall not be deemed delivered until actually received.

11. Bank Right to Cure. In the event of any act or omission of Landlord which would give Tenant the right, immediately or after lapse of a period of time, to cancel or terminate the Lease, or to claim a partial or total eviction, Tenant shall not exercise such right until it has (i) given written notice of such act or omission to Bank and (ii) given Bank, after the expiration of any applicable grace or cure period specified therefor under the Lease within which Abbey may cure such acts or omissions, a reasonable period to remedy such act or omission following the giving of the written notice described in the immediately preceding clause (i) (which reasonable period shall in no event be less than the period to which Landlord would be entitled under the Lease or otherwise, after

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similar notice, to effect such remedy); provided, Bank shall with due diligence give Tenant written notice of its intention to, and commence and continue to remedy such act or omission.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

13. Certain Definitions. For purposes of this Agreement, the following words and phrases should be construed as follows: (a) "any" shall be construed as "any and all"; (b) "include" and "including" shall be construed as "including, but not limited to"; and (c) "will" and "shall" shall each be construed as mandatory. The words "hereby", "hereof", "hereto", "herein" and "hereunder" and any similar terms shall refer to this Assignment as a whole and not to any particular paragraph or subparagraph.

14. No Cancellation of Lease. No cancellation, modification, assignment, renewal, extension or amendment of the Lease, or prepayment of more than one month's rent thereunder shall be made without the written consent of Bank.


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IN WITNESS WHEREOF, the parties hereunto caused this Agreement to be duly executed as of the day and year first above written.

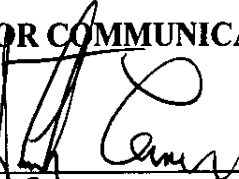
BANK:

LASALLE BANK NATIONAL ASSOCIATION, formerly known as LASALLE NATIONAL BANK

By: 
Title: Vice President

TENANT:

COLOR COMMUNICATIONS, INC.

By: 
Title: PRESIDENT

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STATE OF Illinois)
) SS:
COUNTY OF DeWitt)

I, Aurelia N. Galimba Notary Public in and for the said County, in the State aforesaid, do hereby certify that Stanley Green, who is personally known to me to be a President of Color Communications, Inc., an Illinois corporation, who is 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 or she signed and delivered the said instrument in his or her capacity as President of said corporation as his or her 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 Seal of Office this 16th day of July, 1999.

Aurelia N. Galimba
Notary Public



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STATE OF _____)
)SS:
COUNTY OF _____)

I, _____, a Notary Public in and for the said County, in the State aforesaid, do hereby certify that _____, who is personally known to me to be a _____ of LaSalle Bank National Association, appeared before me this day in person and acknowledged that he or she signed and delivered the said instrument in his or her capacity at said Bank as his or her 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 Seal of Office this ___ day of _____, 19__.

Notary Public

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EXHIBIT A

LOTS 1 TO 24 INCLUSIVE, TOGETHER WITH THE VACATED ALLEY LYING NORTH OF ADJOINING SAID LOTS, ALL IN BLOCK 5 IN 12TH STREET LAND ASSOCIATION SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILL.

LOTS 1 TO 24 BOTH INCLUSIVE IN BLOCK 8 IN 12TH STREET LAND ASSOCIATION SUBDIVISION IN THE S.E. 1/4 OF SECTION 15, TWP. 39 N., R. 13 E. OF THE 3RD P.M., IN COOK COUNTY, ILLINOIS.

Property Address: 1032 South Pulaski
Chicago, Illinois

Property-Index Numbers:

16-15-421-001-0000
16-15-424-001-0000
16-15-424-002-0000
16-15-424-003-0000
16-15-424-004-0000
16-15-424-005-0000
16-15-424-006-0000
16-15-424-007-0000
16-15-424-008-0000
16-15-424-009-0000
16-15-424-010-0000
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16-15-424-012-0000
16-15-424-013-0000
16-15-424-014-0000
16-15-424-015-0000
16-15-424-016-0000
16-15-424-017-0000

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