

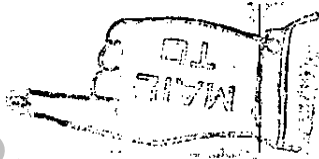
RECORDATION REQUESTED BY:

Old Kent Bank
265 Virginia Street
Crystal Lake, IL 60011



WHEN RECORDED MAIL TO:

Old Kent Bank
265 Virginia Street
Crystal Lake, IL 60011
Attention: Edward Egelston



This Agreement prepared by:

Crowley Barrett & Karaba, Ltd.
20 South Clark, Suite 2310
Chicago, Illinois 60603

SUBORDINATION, ATTORNMENT
AND NON-DISTURBANCE AGREEMENT

This Subordination, Attornment and Non-Disturbance Agreement (the "Agreement") is made and entered into as of the 19th day of September, 2000, by and among SEMEO, INC. ("Tenant"), Urmilaben Trivedi and Janardan Trivedi ("Landlord"), and OLD KENT BANK ("Lender").

I.

RECITALS

1.1 Tenant is the tenant under a certain Lease dated April 18, 1998 between Landlord and Tenant, pertaining to and covering a portion of that certain real estate which is legally described on Exhibit A attached hereto and the buildings and improvements located thereon (the "Property").

1ST AMERICAN TITLE Order # 10001100

6047mc

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1.2 Lender is presently contemplating the making of a loan (the "Loan") to Landlord secured by the Property. Accordingly, this Agreement is entered into by the parties hereto with the intention of having Lender rely hereon in disbursing the Loan.

II.

WARRANTIES, COVENANTS AND AGREEMENTS

2.1 The aforesaid Lease, all extensions, modifications, replacements and renewals thereof (the "Lease"), and all the provisions thereof, and all of Tenant's rights and interests thereunder, shall be, are hereby made and shall remain completely subject and subordinate to the certain Mortgage dated September 14, 2000 and recorded in the Office of the Cook County Recorder of Deeds on Sept 21, 2000 as Document No. 00738733, and all extensions, modifications, replacements and renewals thereof (the "Mortgage"), and all other documents, including an Assignment of Leases and Rents (the "Assignment"), and all extensions, modifications, replacements and renewals thereof, now or hereafter securing the Loan (the Mortgage, Assignment and other documents being together referred to herein as the "Loan Instruments"), to the same extent as if the Loan Instruments had been executed, delivered and recorded prior to execution of the Lease. The provisions of this Section 2.1 shall be effective notwithstanding any provisions to the contrary in the Lease.

2.2 Lender shall have the right at any time to elect, by a notice in writing given to Tenant, to make the Lease superior to the Loan Instruments, and, upon the giving of such notice to Tenant, the Lease shall be deemed to be prior and superior to such Loan Instruments and the interest thereby created and evidenced.

2.3 The Lease shall not, after the date hereof, be terminated, surrendered, renewed (except as specifically permitted by the Lease), or modified without first obtaining the prior written consent of Lender, and rent shall not be paid more than one month in advance and no Successor Landlord (defined below) shall be bound by any such advance payment of rent (minimum, base, percentage, additional or otherwise).

2.4 Tenant hereby acknowledges that the interest of Landlord under the Lease shall be assigned to Lender solely as security for the Loan and Lender (i) shall not be liable for any claims for damages, setoffs or defenses which Tenant might have against any prior landlord (including Landlord) arising out of Landlord's interest in the Property, for the return of any security deposit unless it has specifically been received by Lender, for any act or omission committed by Landlord or any breach or failure to perform by Landlord, and (ii) shall not be obligated by reason of the Assignment or the exercise of any rights granted therein to perform any obligation of Landlord. Landlord and Tenant hereby agree that immediately upon notice by Lender that a default or Event of Default has occurred under the Loan Instruments, Tenant will, if Lender so requests and until further notice and direction from Lender, make all future payments of rent and other amounts becoming due under the Lease directly to Lender. Landlord acknowledges that any payment made to Lender will be credited against any rent owed to Landlord by Tenant.

2.5 In the event of any default by Landlord under the Lease, Tenant shall promptly give to Lender a copy of any notice of default which Tenant may give to Landlord.

2.6 Notwithstanding the subordination of the Lease as aforesaid, in the event that Lender or any other party succeeds to the rights of Landlord under the Lease ("Successor Landlord"), whether through foreclosure, the acceptance of a deed in lieu of foreclosure or any possession, surrender, assignment, judicial action or any other action taken by Lender, then Tenant agrees that (i) it shall attorn to, and be liable to and recognize Successor Landlord as the lessor under the Lease for the balance of the term of the Lease upon and subject to all the terms and conditions of this Agreement and of the Lease; (ii) thereafter, it shall make payments of rent (minimum, base, percentage, additional or otherwise) to Successor Landlord, and otherwise perform all of Tenant's obligations set forth in the Lease; (iii) Successor Landlord shall be responsible only for the performance of those of lessor's obligations to be performed during the period of its ownership; and (iv) so long as Tenant shall pay, when due, such rent and impositions and otherwise perform such other tenant obligations as set forth in the Lease, Tenant shall not be joined as an adverse party defendant in any action or proceeding which may be instituted or commenced by Lender to foreclose or enforce the Mortgage, unless such joinder is necessary to foreclose the Mortgage and then only for such purpose and not for the purpose of terminating the Lease, Tenant shall not be evicted from the Property, nor shall any of the Tenant's rights to use and possession under the Lease be affected in any way by reason of the subordination or any modification of or default under the Mortgage, and Tenant's leasehold estate under the Lease shall not be terminated or disturbed during the term of the Lease by reason of any default under the Mortgage, subject, however, to the provisions of Section 2.7 concerning purchase options and Section 2.8 concerning condemnation.

2.7 Any options or rights contained in the Lease allowing Tenant to acquire title to the Property are hereby made subject and subordinate to the rights of Lender under the Mortgage, and any acquisition of title to the Property made by Tenant during the term of the Mortgage shall be made subordinate and subject to the Mortgage.

2.8 Without limiting the generality of the foregoing, Tenant subordinates its right, title and interest under the Lease to the interest of Lender in any insurance proceeds or award of condemnation or eminent domain, and Tenant does assign and transfer to Lender the right and privilege to receive any interest of Tenant in and to the full extent of such proceeds or award of condemnation or eminent domain, or, if the Mortgage is not yet fully satisfied, to the extent necessary to pay in full any and all sums secured by the Mortgage (Tenant authorizing Lender to apply any funds so received in satisfaction of any sums secured by the Mortgage).

2.9 The Tenant represents to Lender that the exercise by Lender of its rights and remedies under the Mortgage or other Loan Instruments or under the note secured thereby, including without limitation its rights of foreclosure, shall not constitute an event of default under the Lease.

2.10 Without limiting the generality of the foregoing, Tenant waives presentment, demand, protest, and notice and agrees that Lender, without notice to or consent of Tenant, upon

such terms as Lender may deem advisable, without releasing or discharging Tenant from this Agreement or affecting the lien or priority of the Mortgage, may:

- (a) extend, in whole or in part, by renewal or otherwise, the time of payment or performance of any obligation secured by the Mortgage;
- (b) release, surrender, exchange, or modify any obligation secured by the Mortgage, or any security for such obligation; and/or
- (c) settle or compromise any claim with respect to any obligation secured by the Mortgage or any claim against any person who has given security for any such obligation.

The Tenant ratifies any such extension, renewal, release, surrender, exchange, modification, settlement, or compromise and waives all defenses, counterclaims, or offsets which it might have by reason thereof.

2.11 Whenever any of the parties hereto desires to give any notice to any of the others under this Agreement, it shall be sufficient for all purposes if such notice is hand delivered or sent by registered or certified U.S. mail, postage prepaid, return receipt requested, addressed to the intended recipient at the following addresses.

Lender: 265 Virginia Street
 Crystal Lake, IL 60014
 Attention: Edward D. Egelston
 Tel: ~~847 459 4600~~ Fax: ~~847 459-4607~~
815 815

Tenant: 2951 Touhy Avenue
 Elk Grove Village, Illinois 60007
 Attn: President
 Tel: 847-827-3133 Fax: 847-827-3246

Landlord: 2951 Touhy Avenue
 Elk Grove Village, Illinois 60007
 Attn: J. Trivedi
 Tel: 847-827-3133 Fax: 847-827-3246

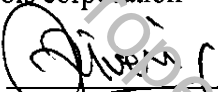
2.12 This Agreement shall inure to the benefit of and shall be binding upon Tenant, Landlord, Lender and their respective heirs, personal representatives, successors and assigns. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any of the provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision was not contained herein. This Agreement shall be governed by and construed according to the laws of the State of Illinois.

2.13 Nothing contained in this Agreement shall in any way impair or affect the lien created by the Mortgage, except as specifically set forth herein and nothing herein shall be construed to abridge or adversely affect any right or remedy of Landlord under the Lease.

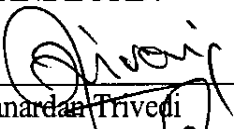

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed in manner and form sufficient to bind them, as of the date and year first above written.

TENANT:

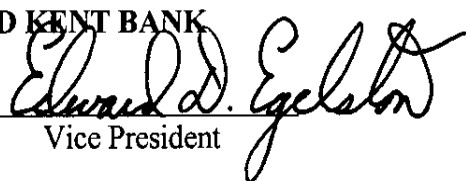
Semeo, Inc.
an Illinois corporation

By: 
Janardan Trivedi
Its: President

LANDLORD:


Janardan Trivedi

Urmitaben Trivedi

LENDER:

OLD KENT BANK
By: 
Vice President

Crowley Barrett & Karaba, Ltd.
20 South Clark Street
Suite 2310
Chicago, Illinois 60603-1895

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Scott D.H. Redman, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Janardin Trivedi known to me to be the same person whose name subscribed to the foregoing instrument on behalf of Tenant, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal, this 14th day of Sept., 2000.

Scott D.H. Redman
Notary Public
"OFFICIAL SEAL"
SCOTT D.H. REDMAN
Notary Public, State of Illinois
My Commission Expires 03/05/01

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Scott D.H. Redman Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Janardan Trivedi and Urmilaben Trivedi personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of Landlord, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal, this 14th day of Sept., 2000

Scott D.H. Redman
Notary Public

"OFFICIAL SEAL"
SCOTT D.H. REDMAN
Notary Public, State of Illinois
My Commission Expires 03/05/01

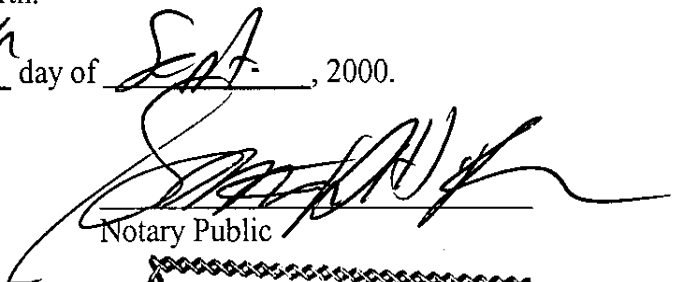
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

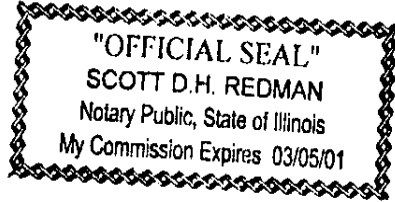
I, Scott D.H. Redman, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Edward Egelston personally known to me to be the same person whose

UNOFFICIAL COPY

name is subscribed to the foregoing instrument on behalf of Lender, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal, this 19th day of Sept, 2000.


Notary Public



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EXHIBIT A

00738736 Page 8 of 8

PARCEL 3:

LOT 2 IN TOUHY HIGGINS RESUBDIVISION NO. 2 BEING A RESUBDIVISION OF LOT 1 IN TOUHY-HIGGINS RESUBDIVISION NO. 1 OF LOT 4 IN TOUHY-HIGGINS SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

ADDRESS: 2951 TOUHY AVENUE
ELK GROVE VILLAGE, IL 60007

PIN: 08-36-100-018