

THIS DOCUMENT WAS PREPARED BY,
AND AFTER RECORDING, RETURN TO:

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Alzheimer & Gray
10 South Wacker Drive, Suite 4000
Chicago, Illinois 60606



PERMANENT TAX INDEX NUMBERS:

10-29-209-014-0000
10-29-209-012, 10-29-209-012, 10-29-209-005

PROPERTY ADDRESS:

5834 West Howard Street,
5900 West Howard Street
Skokie, Illinois 60077

SUBORDINATION AGREEMENT

This SUBORDINATION AGREEMENT is made and entered into as of March 29 2003 (the "Agreement"), by and among by LASALLE BANK NATIONAL ASSOCIATION, a national banking association, not personally, but solely as Trustee (the "Trustee") u/t/a dated March 1, 1978 and known as Trust No. 54014 (the "Trust Agreement"), WILLIAM WITZ in his capacity as the trustee of THE WILLIAM WITZ DECLARATION OF TRUST DATED DECEMBER 18, 1991 (the "Beneficiary"; the Trustee and the Beneficiary being collectively referred to herein as the "Landlord"), whose address is c/o High Point Building, 1400 E. Touhy Ave, Suite 230, Des Plaines, IL, CONTINENTAL ELECTRICAL CONSTRUCTION COMPANY LLC, an Illinois limited liability company formerly known as WF ACQUISITION LLC (the "Tenant"), whose address is 5900 West Howard Street, Skokie, Illinois 60077, to and for the benefit of LASALLE BANK NATIONAL ASSOCIATION, a national banking association with an office at 135 South LaSalle, Chicago, Illinois 60603 (the "Lender").

RECITALS

A. Tenant and Lender have entered into a Credit Agreement dated as of November 6, 2002 (such Credit Agreement, as the same may be amended, modified, supplemented or restated from time to time, hereinafter is referred to as the "Credit Agreement") pursuant and subject to the terms and conditions of which the Lender has agreed to extend certain loans and other financial accommodations to Tenant from time to time (the "Financing Arrangements").

B. Landlord is the owner of the real estate and the improvements thereon commonly known as 5834 West Howard and 5900 West Howard, Skokie, Illinois and legally described on Exhibit A attached hereto.

C. The Tenant is the tenant under that certain Lease dated January 1, 2003 (such Lease, as the same may be amended, modified, supplemented, restated, extended, replaced or renewed from time to time hereinafter is referred to as the "Lease") between the Landlord, as lessor, and the Tenant, as lessee,

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pertaining to and covering that certain real estate which is legally described on **Exhibit A** attached hereto and the buildings, and improvements located thereon (the "Property").

D. Beneficiary owns the entire beneficial interest in Trust No. 54014 in the Trust Agreement.

E. Beneficiary owns all of the issued and outstanding preferred membership interests and certain issued and outstanding common membership interests in Tenant. Accordingly, Beneficiary has a direct financial interest in inducing Lender to enter into the Credit Agreement.

F. Trustee executed that certain Mortgage, Assignment of Leases and Rents and Security Agreement dated as of November 6, 2002, to and for the benefit of the Lender and joined in by the Beneficiary, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on November 14, 2002 as Document No. 0021258218 (such Mortgage, Assignment of Leases and Rents and Security Agreement, as the same may be amended, modified, supplemented or restated from time to time, hereinafter is referred to as the "Mortgage"), to secure the Financing Arrangements.

G. One of the requirements of the Financing Arrangements is that Tenant and Landlord shall have executed and delivered this Agreement subordinating the Lease to the Mortgage.

H. Capitalized terms used but not elsewhere defined in this Agreement shall have the meanings ascribed thereto in the Credit Agreement.

AGREEMENTS

1. The Landlord, the Tenant and the Lender hereby agree and acknowledge that the Lease and all of the Landlord's and the Tenant's respective rights and interests thereunder, shall be, are hereby made and shall remain completely subject and subordinate to the Mortgage, the Credit Agreement and the other Credit Documents (collectively the "Loan Documents").

2. The Tenant agrees that it will not, after the date hereof, subordinate the Lease to any mortgage, deed of trust or other lien encumbering the Property, other than the Loan Documents, without first obtaining the written consent of the Lender.

3. The Landlord and the Tenant hereby acknowledge and agree that the Lender shall have the right at any time to elect, by a notice in writing given to the Landlord and the Tenant, to make the Lease superior to the Loan Documents, and, upon the giving of such notice to the Landlord and the Tenant, the Lease shall be deemed to be prior and superior to such Loan Documents and the interest thereby created and evidenced.

4. The Lease shall not, after the date hereof, be terminated, surrendered, renewed, or modified without first obtaining the prior written consent of the Lender, and rent shall not be paid more than one month in advance.

5. The Tenant hereby acknowledges that the interest of the Landlord under the Lease shall be assigned to the Lender solely as security for the Financing Arrangements, and the Lender (a) shall not be liable for any claims for damages or setoffs arising out of the Landlord's interest in the Lease or the Property, for the return of any security deposit unless it has specifically been received by the Lender, for any act committed by the Landlord or any breach or failure to perform by the Landlord, and (b) shall not be obligated by reason of the Mortgage or the exercise of any rights granted therein to perform any obligation of the Landlord under the Lease.

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6. In the event of any default by the Landlord under the Lease, the Tenant shall promptly give written notice of such default to the Lender and, in such event and prior to the exercise by the Tenant of any of its rights or remedies under the Lease or otherwise with respect to such default, the Lender shall have the right, but not the obligation, to cure such default within thirty (30) days following the receipt of such notice (except that if the Lender cannot reasonably cure such default within such thirty day time period, such period shall be extended for a reasonable additional period of time, provided that the Lender commences to take action in order to cure such default within such additional period and proceeds diligently thereafter, to effect such cure), and, if the Lender does cure such default, then the Lease shall remain in full force and effect.

7. The Tenant agrees that on the written request of the Lender made from time to time, the Tenant will promptly execute and deliver to the Lender an estoppel certificate addressing such matters pertaining to the Lease as the Lender may request.

8. 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, sent by overnight courier or registered or certified United States mail, postage prepaid, return receipt requested, addressed to the addresses set forth above.

9. This Agreement shall inure to the benefit of and shall be binding upon the Tenant, the Landlord, the 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 affect any of the other 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.

10. Nothing contained in this Agreement shall in any way affect the lien created by the Mortgage, except as specifically set forth herein.

11. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

12. This instrument is executed by LaSalle Bank National Association, not personally, but 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 LaSalle Bank National Association, as Trustee aforesaid, 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 LaSalle Bank National Association by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this Agreement.

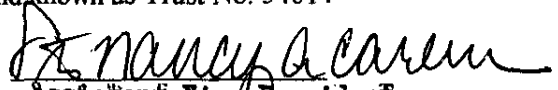
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IN WITNESS WHEREOF, the parties hereto have caused this Subordination Agreement to be duty executed as of the date set forth above.

Landlord:

LASALLE BANK NATIONAL ASSOCIATION
(formerly known as LaSalle National Bank), not
personally, but solely as Trustee u/t/a dated March 1,
1978 and known as Trust No. 54014

By: 
Its: Assistant Vice President


WILLIAM WITZ AS TRUSTEE OF THE
WILLIAM WITZ DECLARATION OF TRUST
DATED DECEMBER 18, 1991

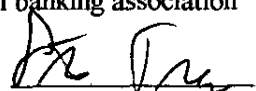
Tenant:

CONTINENTAL ELECTRICAL CONSTRUCTION
COMPANY LLC, an Illinois limited liability
company

By: Witz Family Corp., its Manager
By: 
David A. Witz, President

Lender:

LASALLE BANK NATIONAL ASSOCIATION, a
national banking association

By: 
Steve Trepiccione, First Vice President

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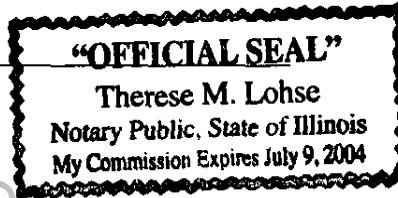
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that NANCY A. CAREIN, the ~~Assistant Vice President~~ Assistant Vice President, and _____, the _____, of LASALLE BANK NATIONAL ASSOCIATION, a national banking association, as successor trustee as aforesaid, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and severally acknowledged that as such Assistant Vice President, they signed and delivered the said instrument as their free and voluntary act of said banking association, as successor trustee as aforesaid, for the uses and purposes, therein set forth.

GIVEN under my hand and notarial seal this AND day of April ~~March~~, 2003.

Therese M. Lohse
Notary Public
My Commission Expires:



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that WILLIAM WITZ, as Trustee of the William Witz Declaration of Trust dated December 18, 1991, 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 severally acknowledged that as said Trustee, he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Trust, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of March, 2003.

Therese M. Lohse
Notary Public
My Commission Expires:

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that WILLIAM WITZ, the President of CONTINENTAL ELECTRICAL CONSTRUCTION COMPANY LLC, an Illinois limited liability company, 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 severally acknowledged that as such President, he signed and delivered the said instrument as his 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 28th day of March, 2003.

F. Gayle Laird
Notary Public

My Commission Expires:

8/27/05
OFFICIAL SEAL
F GAYLE LAIRD
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 08/27/05

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that STEVE TREPICCIONE, a First Vice President of LASALLE BANK NATIONAL ASSOCIATION, a national banking association, 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 severally acknowledged that as such Senior Vice President, he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said banking association, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 28th day of March, 2003.

F. Gayle Laird
Notary Public

My Commission Expires:

8/27/05
OFFICIAL SEAL
F GAYLE LAIRD
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 08/27/05

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EXHIBIT "A"

LEGAL DESCRIPTION OF REAL ESTATE

Parcel 1: That part of Lot 4 in Carl Schnur's Subdivision of part of the Northeast 1/4 and part of the Northwest 1/4 of Section 29, Township 41 North, Range 13, East of the Third Principal Meridian, which lies East of the West line of said Northeast 1/4 of Section 29 described as follows: Commencing at a point on the South line of said Lot 4; 117 feet West of the Southeast corner of said Lot 4; thence West along the South line of said Lot 4, 132 feet; thence North on a line parallel with and 249 feet West of the East line of said Lot 4, 270.15 feet to the Southerly line of Gross Point Road, thence Northeasterly along the Southerly line of Gross Point Road 157.47 feet to a point 117 feet West of the East line of Lot 4 measured at right angles to said East line of Lot 4; thence South on a line parallel with and 117 feet West of the East line of said Lot 4, 354.09 feet to the point of beginning, excepting therefrom that part lying South of the North line of Howard Street as dedicated per document 21361705 recorded January 8, 1971.

Parcel 2: That part of Lot 4 of Carl Schnur's Subdivision of part of the Northeast 1/4 and part of the Northwest 1/4 of Section 29, Township 41 North, Range 13, East of the Third Principal Meridian, which lies East of the West line of said Northeast 1/4 of Section 29, described as follows: Commencing at a point on the South line of said Lot 4, 249 feet West of the Southeast corner of said Lot 4; thence North on a line parallel to and 249 feet West of the East line of said Lot 4, 270.15 feet to the Southerly line of Gross Point Road; thence Southwesterly along the Southerly line of said Gross Point Road, 118.10 feet to a point which is 99 feet West measured at right angles with the first described course; thence South on a line parallel to and 99 feet West of the first described course 207.18 feet to the South line of said Lot 4; thence East along South line of said Lot 4, 99 feet to the point of beginning, excepting therefrom that part lying South of North line of Howard Street as dedicated per documents no. 21361705, recorded January 8, 1971.

Parcel 3: That part of Lot 4 of Carl Schnur's Subdivision of part of the Northeast 1/4 and part of the Northwest 1/4 of Section 29, Township 41 North, Range 13, East of the Third Principal Meridian described as follows: Commencing at the point of intersection of the Southeasterly line of Gross Point Road and a line drawn 40 feet North and parallel to the South line of said Lot 4; thence Northeasterly along the Southeasterly line of Gross Point Road, a distance of 313.72 feet; thence South a distance of 167.18 feet to a line drawn 40 feet North and parallel to the South line of said Lot 4, and 262.98 feet East of the point of beginning; thence West on a line drawn 40 feet North and parallel to the South line of said Lot 4, 262.98 feet East to the point of beginning (except therefrom that part of Lot 4 described as follows: Beginning at the point of intersection of the Southeasterly line of Gross Point Road and a line drawn 40.0 feet North of and parallel with the South line of said Lot 4; thence Northeasterly along the Southeasterly line of Gross Point Road to a line drawn at an angle of 89 degrees 57 minutes 33 seconds measured from West to North through a point on the line 40.0 feet North of and parallel with the South line of Lot 4, 116.59 feet East of the point of beginning; thence South along the last described line to a point 14.79 feet North of the aforescribed 40.0 feet North of and parallel line; thence Southeasterly to a point on the line 40.0 feet North of and parallel with the South line of said Lot 4, 135.95 feet East of the point of beginning; thence West along said parallel line 135.95 feet to the point of beginning), in Cook County, Illinois.

Parcel 4: That part of Lot 4 in Carl Schnur's Subdivision of part of the Northwest 1/4 and part of the Northeast 1/4 of Section 29, Township 41 North, Range 13, East of the Third Principal Meridian bounded and described as follows: Beginning at the Southeast corner of said Lot 4, thence North along the East line of said Lot 4 a distance of 200 feet; thence West parallel with the South line of said Lot 4 a distance of 117 feet; thence South parallel with the East line of said Lot 4 a distance of 200 feet; thence East along

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the South line of said Lot 4 a distance of 117 feet to the place of beginning (except the South 45 feet for West Howard Avenue and except that part if any falling within the following: Beginning at a point 200 feet North of the Southeast corner of said Lot 4; thence North 228.50 feet to the South line of Gross Point Road; thence Southwesterly along the South line of said Gross Point Road 139.57 feet; thence South 154.09 feet; thence East 117 feet to the place of beginning), all in Cook County, Illinois.

PROPERTY ADDRESS OF REAL ESTATE:

5834 West Howard Street,
5900 West Howard Street
Skokie, Illinois 60077

PERMANENT TAX IDENTIFICATION NUMBERS:

5834 West Howard Street: 10-29-209-014-0000
5900 West Howard Street: 10-29-209-013, 10-29-209-012, 10-29-209-005

Property of Cook County Clerk's Office

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