

THIS INSTRUMENT WAS PREPARED BY AND
AFTER RECORDING SHOULD BE RETURNED TO:

Thomas E. Schnur, Esq.
Vedder, Price, Kaufman & Kammholz
222 North LaSalle Street, Suite 2600
Chicago, Illinois 60601-1003



SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is made as of this 17th day of March, 2003, by and among COLE TAYLOR BANK (the "Lender"), ARPAC L.P., a Delaware limited partnership ("Tenant"), and 9555 IRVING PARK, L.L.C., a Delaware limited liability company ("Landlord").

RECITALS

- A. Lender has made a certain loan (the "Loan") to Landlord pursuant to that certain Installment Note Secured by Mortgage dated of even date herewith, made by Landlord and payable to the order of Lender (the "Note").
- B. Landlord is the owner of the land legally described in Exhibit A attached hereto and made a part hereof (the "Premises").
- C. Landlord is the landlord and Tenant is the tenant of the Premises pursuant to that certain Lease dated as of November 1, 1997, by and between Landlord and Tenant (the "Lease").
- D. The Loan is secured by, among other things, a Mortgage, Security Agreement and Assignment of Leases and Rents dated of even date herewith, made by Landlord to Lender, and recorded on _____, 2003 as Document No. _____ in the Recorder's Office of Cook County, Illinois (such instrument, as amended, increased, renewed, modified, consolidated, replaced, combined, substituted, severed, split, spread or extended from time to time, together with any and all financing statements and fixture filings filed in connection with the Loan, being herein referred to collectively as the "Mortgage").

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and understanding that Lender will rely on Tenant's and Landlord's covenants and certifications, as set forth herein, in entering into the Lease, the parties hereto agree and certify as follows:

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1. Consent to Lease. Lender hereby represents and warrants to Tenant that: (a) Lender has received and reviewed a copy of the Lease; and (b) Lender consents to and approves the Lease, provided, however, that Lender's consent to the terms of the Lease shall not be deemed to subordinate any lien or security interest in favor of Lender created by the Mortgage or any of the documents and instruments now or hereafter evidencing or securing the Loan (which, together with the Mortgage, are collectively hereinafter referred to as the "Loan Documents") to any of Tenant's remedies under the Lease or to constitute advance consent or approval of any rights reserved to Lender in the Loan Documents.

2. Non-Disturbance. Except as required by state law to effectuate Lender's rights under the Mortgage, Tenant shall not be named as a party defendant in any action for foreclosure or other enforcement of the Loan Documents, nor shall the Lease be terminated in connection with or by reason of foreclosure or other proceedings for the enforcement of the Loan Documents, or by reason of a transfer of the Landlord's interest under the Lease pursuant to the taking of a deed or assignment (or similar device) in lieu or in contemplation of foreclosure, nor shall Lender interfere with Tenant's use or possession of the Premises, and the rights of Tenant under the Lease shall remain in full force and effect, and Lender shall be bound to Tenant under all of the provisions of the Lease. From and after acquisition of title to the Premises by Lender, Tenant shall (provided that Tenant is not then in default under any terms, covenants, or conditions of the Lease to be performed by Tenant, which default is not cured within any applicable cure period) have the same remedies against Lender for the breach of any agreement contained in the Lease that arises as of or after any such event that Tenant might have had under the Lease against Landlord thereunder. The parties hereto hereby agree that nothing contained herein shall be construed so as to make Lender liable for any breach of the Lease or liability or obligation arising thereunder prior to the foreclosure or other proceeding for the enforcement of the Loan Documents; including without limitation, environmental liabilities arising against Landlord prior to the foreclosure or deed in lieu of foreclosure.

3. Subordination. Tenant agrees that the Lease shall be and is hereby made subject and subordinate to the lien of the Mortgage and all advances made thereunder, and to the terms, covenants and provisions thereof.

4. Attornment. Tenant agrees that if Lender or any successor in interest of Lender shall become the owner of the Premises by reason of the foreclosure of the Mortgage or the acceptance of a deed or assignment in lieu of foreclosure, or otherwise, Tenant agrees to attorn to Lender or Lender's successor and the Lease shall not be terminated or affected thereby but shall, except as otherwise set forth herein, continue in full force and effect as a direct lease between Lender or Lender's successor and Tenant upon all of the terms, covenants and conditions set forth in the Lease for the balance of the term pending. Lender or Lender's successor shall have no obligation to honor extensions or renewals of the Lease unless the same are contemplated by the terms of the Lease on the date hereof or consented to by Lender or Lender's successor. Any extensions or renewals so contemplated shall take effect only after expiration of the initial term and any preceding extensions or renewals.

5. No Change in Lease. Any direct or indirect amendment, modification, extension, renewal, alteration, waiver or other change to the Lease not currently set forth in the Lease shall be voidable and unenforceable at the option of Lender, unless the prior express, written consent

of Lender is obtained by Tenant which consent shall not be unreasonably withheld or delayed. Tenant shall not prepay any payment required to be made to Landlord under the Lease more than one (1) month in advance, nor agree to any abatement, reduction, moratorium or alteration in the amount, term or extent of such lease or rent payments, without the prior express written consent of Lender.

6. Consent to Assignment of Rents. Landlord has granted to Lender an assignment of rents and leases dated of even date herewith (the "Assignment of Rents") as collateral for the Loan. Tenant hereby agrees that, upon notice to Tenant by Lender that Lender is asserting its rights under the Assignment of Rents, Tenant will remit all rent and lease payments then due or to become due to Lender until directed otherwise. Lease payments and rent payable to Lender by virtue of the Assignment of Rents shall be made by Tenant to Lender without set-off, recoupment, or deductions for any claims Tenant may have against Landlord.

7. Modifications. This Agreement may not be modified except by an agreement in writing signed by all the parties hereto. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns including a third-party purchaser at a foreclosure sale or any assignee of a deed in lieu thereof.

8. Notices. Tenant shall provide Lender reasonably prompt written notice of (a) any condemnation or other taking under the Lease notice of which is received by Tenant, (b) any assignment or sublease of Tenant's interest in the Lease, and (c) any default by Landlord under the Lease without regard to any cure period provided therein. Tenant shall also provide Lender a copy of any written notice of environmental action delivered by Tenant to Landlord. All notices, demands or requests made pursuant to, under or by virtue of this Agreement shall be in writing and sent, to the person to whom the notice, demand or request is being made at the following addresses:

If to Lender: Cole Taylor Bank
111 West Washington
Suite 400
Chicago, Illinois 60602
Attn: Christopher J. Foltman, Senior Vice President
Telecopy No.: (312) 442-5100

With a copy to: Vedder Price Kaufman & Kammholz
222 North LaSalle Street
Chicago, Illinois 60601
Attn: Thomas E. Schnur, Esq.
Telecopy No.: (312) 609-5005

If to Landlord: 9555 Irving Park, L.L.C.
9511 West River Road
Schiller Park, Illinois 60176
Attention: Michael Levy
Telecopy No.: _____

With a copy to: Levenfeld Pearlstein
33 West Monroe Street
21st Floor
Chicago, Illinois 60603
Attention: Michael Tuchman
Telecopy No.: 312-346-8434

If to Tenant: Arpac L.P.
9511 West River Road
Schiller Park, Illinois 60176
Attention: Michael Levy
Telecopy No.: _____

With a copy to: Levenfeld Pearlstein
33 West Monroe Street
21st Floor
Chicago, Illinois 60603
Attention: Michael Tuchman
Telecopy No.: 312-346-8434

Such notices shall be deemed to have been promptly given and received for all purposes (w) if mailed, by United States registered or certified mail, postage prepaid, return receipt requested, effective on the date shown on the return receipt effective three days after the date of mailing; (x) if sent by Federal Express or other reliable express courier, effective on the next business day after delivery to such express courier service; (y) if sent by telecopy, effective on the day of receipt (provided that if such day is not a business day or if transmission is confirmed after 5 p.m. CST or CDT, as applicable, on a business day, such date of delivery or receipt shall be deemed to be the next following business day); or (z) if any such delivery is refused, on the date of such refusal. Any person may change the place that notices and demands are to be sent by written notice delivered in accordance with this Agreement. "Business day" shall mean any day, except Saturday, Sunday and any day which shall be a legal holiday or a day on which banking institutions are authorized or required by law or other government action to close.

9. Right to Cure. If Tenant has given notice to Lender of a default by Landlord pursuant to the provisions of Paragraph 8(c) hereof, Lender, in addition to any other remedies provided in the Loan Documents, shall have the right, but not the obligation, to make such payments and cure such default on behalf of the Landlord, and in connection therewith, do all work and make all payments deemed reasonably necessary or appropriate by Tenant to cure the default. Tenant further agrees that in the event of any such default by Landlord which would give Tenant the right to damages from Landlord or the right, either immediately or after a period of time, to terminate the Lease, Tenant will not sue for such damages or exercise any such right to terminate until (a) it shall have given notice to Lender as provided under Paragraph 8(c) hereunder, and (b) if the default by Landlord is of a nature which can be cured by Lender, and if the Lender is proceeding with diligence to cure such default, Tenant shall have given Lender until the expiration of thirty (30) days beyond the period for Landlord's cure of such default under the Lease, provided that if the nature of such default is such that the same cannot

reasonably be cured within such thirty (30) day period, such period shall be extended as necessary to allow Lender a reasonable time to cure such default, provided that Lender commences such cure within the thirty (30) day period and thereafter cures said default with due diligence but no later than 90 days from the date of Lender's receipt of notice of the default.

10. Construction. This Agreement shall be governed by the laws of the State of Illinois. If any of the terms of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of any such terms to any person or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

11. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same agreement.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

Property of Cook County Clerk's Office

SIGNATURE PAGE TO SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

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

TENANT:

ARPAC L.P., a Delaware limited partnership

By: [Handwritten Signature]

Name: Michael Levy Title: President and Chief Executive Officer

Property of Cook County Clerk's Office

STATE OF ILLINOIS

COUNTY OF COOK

I, Judy M. Del Percio, a Notary Public of the aforesaid County and State. do hereby certify that Michael Levy personally came before me this day and acknowledged that he/she is the President & CEO of Arpac L.P., a Delaware limited partnership, being authorized to do so, executed the foregoing on behalf of the partnership.

WITNESS my hand and seal this 13th day of March, 2003.

Judy M. Del Percio Notary Public

My Commission Expires: 1/25/04

[NOTARIAL SEAL]



SIGNATURE PAGE TO SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT

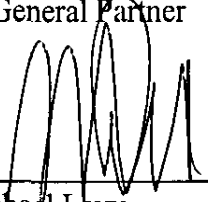
IN WITNESS WHEREOF, the parties hereto have hereunto caused this Agreement to be
duly executed as of the day and year first above written.

LANDLORD:

9555 IRVING PARK, L.L.C.,
a Delaware limited liability company

By: 9511 West River Street Building L.P.,
Its Manager

Michael Levy
By: ~~Arpa~~ Revocable Trust,
Its General Partner

By: 
Michael Levy
Trustee

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UNOFFICIAL COPY

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STATE OF ILLINOIS

COUNTY OF COOK

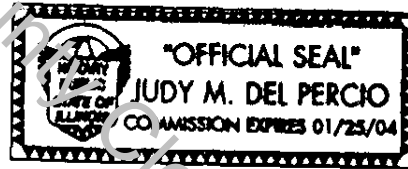
I, Judy Del Percio, a Notary Public of the aforesaid County and State, do hereby certify that Michael Levy personally came before me this day and acknowledged that he/she is the Trustee of 9555 Irving Park, L.L.C., a Delaware limited liability company, being authorized to do so, executed the foregoing on behalf of the company.

WITNESS my hand and seal this 13th day of March, 2003.

Judy M. Del Percio
Notary Public

My Commission Expires: 1/25/04

[NOTARIAL SEAL]



SIGNATURE PAGE TO SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

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

LENDER:

COLE TAYLOR BANK

By: [Signature]
Name: Chris Foltman
Title: Vice President

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STATE OF ILLINOIS

COUNTY OF COOK

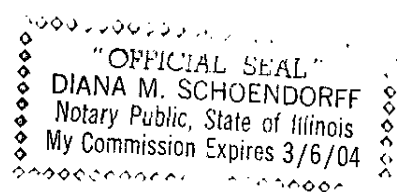
I, Diana Schoendorf, a Notary Public of the County and State aforesaid, certify that Chris Foltman personally came before me this day and acknowledged that he/she is the Sr. Vice Pres. of COLE TAYLOR BANK, and that he/she, as v.p., being authorized to do so, executed the foregoing instrument on behalf of the bank.

WITNESS my hand and seal this 14th day of March, 2003.

[Signature]
Notary Public

My Commission Expires: 3/6/04

(NOTARIAL SEAL)



UNOFFICIAL COPY

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EXHIBIT A

LEGAL DESCRIPTION

LOT 1 IN IRVING PARK ROAD SUBDIVISION BEING A SUBDIVISION OF PART OF SECTIONS 15 AND 16 IN TOWNSHIP 40 NORTH RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 25, 1995 AS DOCUMENT 95727017.

COMMON ADDRESS: 9555 IRVING PARK ROAD
SCHILLER PARK, ILLINOIS

P.I.N.: 12-16-415-042-0000