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PREPARED BY: *mail to*
STEPHEN H. MALATO, ESQ.
Hinshaw & Culberston
222 North LaSalle Street
Suite 300
Chicago, Illinois 60601

Address: 641 & 647 S. Vermont
Palatine, IL. 60067
Tax No: RIN 02-23-313-025

SUBORDINATION, NON-DISTURBANCE AND
ATTORNMEN T AGREEMENT

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This Subordination, Non-Disturbance and Attornment Agreement made this 25th day of July, 1994 between Independent Machinery, Inc., Tenant herein and SECURITY LIFE OF DENVER, having its principal office at c/o ING North America Investment Centre 300 Galleria Parkway N.W. Suite 1200 Atlanta, Georgia 30339-3149 ("Lender").

RECITALS

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A. Pursuant to the terms and conditions of lease agreement dated March 3, 1994 between SIS VENTURE, AN ILLINOIS GENERAL PARTNERSHIP, as landlord ("Landlord") and Tenant, as tenant, ("Lease Agreement"), Tenant leased from Landlord the premises legally described on Exhibit "A" attached hereto and made a part hereof ("Leased Premises").

B. To evidence a loan made by Mortgagee to Landlord in the principal amount of Twelve Million DOLLARS (\$12,000,000.00) ("Loan"), Landlord executed its note dated on or before August 20, 1994, payable to the order of Mortgagee, which is secured by mortgage conveying the premises legally described on Exhibit "B" attached hereto and made part hereof ("Entire Premises") (of which Lease Premises is a part), in favor of Mortgagee, recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number _____ ("Mortgage").

C. As a condition to the initial disbursement of the proceeds of Loan, Mortgagee requires that the interest of Tenant in and to Leased Premises and Lease Agreement be subordinated to the lien of Mortgage; PROVIDED, HOWEVER, that upon Tenant's performance of all the terms, covenants, conditions and agreements required of it pursuant to Lease Agreement, Tenant's possession of Leased Premises shall not be disturbed.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and promises herein contained, the sufficiency of which is hereby acknowledged, IT IS HEREBY AGREED AS FOLLOWS:

BOX 333-CTY

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1. Lease Agreement is and shall continue hereafter to be subject and subordinate to the lien of Mortgage, subject, however, to the provisions of this agreement.

2. In the event that Mortgagee or its successors, assigns, nominees or any other party claiming by, through or under Mortgagee (collectively "Successors") shall take possession of Leased Premises by foreclosure, deed in lieu of foreclosure or otherwise and Tenant is not then in default (beyond any grace period set forth in Lease Agreement for curing the same) of any covenant or condition of Lease Agreement to be performed by Tenant, Tenant shall peaceably hold and enjoy Leased Premises for the remainder of the unexpired term (including any extensions thereof), which possession shall be without hinderance or interruption.

3. Tenant shall not be joined as a party-defendant in any action or proceeding which may be instituted or taken by Mortgagee by reason of any "Monetary Default" or "Non-Monetary Default" (as such terms are defined in Mortgage).

4. In the event Mortgagee or Successors shall succeed to the rights of Landlord pursuant to Lease Agreement:

- a). Tenant will attorn to Mortgagee or Successors and will perform, for the benefit of Mortgagee or Successors, all of the terms, covenants and conditions contained in Lease Agreement to be kept and performed by it and shall, at the request of Mortgagee or Successors, execute and deliver a written agreement of attornment; and
- b). Mortgagee or Successors shall not be (i) liable for any act or omission of any prior landlord (including Landlord); (ii) subject to any offsets or defenses which Tenant may have against Landlord or any prior landlord; (iii) bound by any prepayment of rent or additional rent which Tenant may have paid for more than the current month to Landlord or any prior landlord; or (iv) bound by the terms or provisions of any agreement which purports to amend, modify, alter or terminate Lease Agreement unless such agreement was approved in writing by Mortgagee.

5. The term "Mortgagee" shall mean the holder of Mortgage (as the same may be assigned from time to time) and the term "Mortgage" shall mean Mortgage (as the same may be renewed, modified, replaced, extended or consolidated with mortgages placed on Entire Premises, dated subsequent to the date of Lease Agreement).

6. Any and all notices to be given pursuant hereto shall be sufficient if in writing and mailed by United States certified or registered mail, postage prepaid, addressed to Mortgagee and Tenant as follows:

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If to Mortgagee at: Security Life of Denver
c/o ING North America Investment Centre
300 Galleria Pkwy, N.W. Suite 1200
Atlanta, Georgia 30339-3149

If to Tenant, at: 641 & 647 S. Vermont Palatine, IL. 60067
with a copy thereof to _____

All notices shall be deemed to have been received three (3) days following the postmark dates thereof.

7. This agreement and the covenants conditions and promises herein contained shall inure to the benefit of and be binding upon Mortgagee and Tenant, their respective successors, assigns, grantees and legal representatives.

IN WITNESS WHEREOF, Mortgage and Tenant have caused this agreement to be executed by their duly authorized officers and their respective corporate seals to be affixed hereto, as of the day and year first above written.

Lender:

SECURITY LIFE OF DENVER

By: Sharon Reed
Title: Vice President
+ Treasurer

ATTEST:

June M. Adorosa

Title

Asst. Secretary

X TENANT: Independent Machinery, Inc.

By: [Signature]

Title: Pres.

ATTEST

X [Signature]
Title

Bus. Mgr.

COOK COUNTY, ILLINOIS
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STATE OF Illinois)
) SS
COUNTY OF DeKalb)

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that M. Owens, of Independent Machinery, Inc. ("Tenant"), and Jim Geimer, thereof, personally know to me to be the same persons whose names are subscribed to the foregoing instrument as such ----- and -----, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of Tenant, for the uses and purposes therein set forth; and the said ----- did also then and there acknowledge that he, as custodian of the corporate seal of Tenant, did affix the same to said instruments as his own free and voluntary act, and as the free and voluntary act of Tenant, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 26th day of August, 1974.

Cathy Radek
Notary Public

My Commission Expires May 26, 1977

OFFICIAL SEAL
CATHY RADEK
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 5-26-77

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LOT 17 (EXCEPT THE NORTH 70.0 FEET) AND THE NORTH 40.0 FEET OF LOT 18 IN KLEFSTAD'S PALATINE INDUSTRIAL PARK, BEING A SUBDIVISION OF THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WEST RIGHT OF WAY OF STATE ROUTE NUMBER 53 (HICKS ROAD), IN COOK COUNTY, ILLINOIS.

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