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Eugene "Gene" Moore Fee: \$42.00  
Cook County Recorder of Deeds  
Date: 03/23/2004 12:00 PM Pg: 1 of 10

Schwartz, Cooper, Greenberger  
& Krauss, Chartered  
180 North LaSalle Street  
Suite 2700  
Chicago, Illinois 60601  
Attn: Anne K. Berg, Esq.

*This space reserved for Recorder's use only*

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## SUBORDINATION AND ATTORNMENMENT AGREEMENT

**THIS AGREEMENT** is made and entered into as of the 10 day of March, 2004, by and between **NORWOOD CONVERTING, INC.**, an Illinois corporation, ("**Tenant**"), **ZEMAN CHICAGO, LLC**, an Illinois limited liability company ("**Landlord**"), and **LASALLE BANK NATIONAL ASSOCIATION**, a national banking association, its successors and assigns ("**Mortgagee**").

### RECITALS:

A. Mortgagee is the holder of a certain Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated March 10, 2004, to be recorded concurrently herewith (as amended from time to time "First Mortgage") encumbering the Real Estate (hereinafter defined) and securing a principal indebtedness in an amount equal to One Million Seven Hundred Seven Thousand and no/100 Dollars (\$1,707,000).

B. Mortgagee is the holder of a certain Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated March 10, 2004, to be recorded concurrently herewith (as amended from time to time, and together with the First Mortgage, the "Mortgages") encumbering the Real Estate and securing a principal indebtedness in an amount equal to One Million Two Hundred Sixty-Three Thousand and no/100 Dollars (\$1,263,000).

C. Tenant has entered into a lease agreement (such lease agreement hereinafter being referred to as "Lease Agreement," and the Lease Agreement, together with all amendments and modifications thereof, hereinafter being referred to as "Lease") dated MARCH 10, 2004 with Landlord, pursuant to which Tenant leased certain premises ("Leased Premises") consisting of all the rentable square feet of space in the building ("Building") on the parcel of land ("Land") legally described in Exhibit A attached hereto (the Land and Building herein being collectively referred to as "Real Estate").

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

1. Tenant represents and warrants to Mortgagee that the Lease constitutes the entire agreement between Tenant and Landlord with respect to the Leased Premises and there are no other agreements, written or verbal, governing the tenancy of Tenant with respect to the Leased Premises.

2. Tenant has executed and delivered to Mortgagee a certain Tenant Estoppel Certificate (the "Estoppel Certificate") dated on or about the date hereof. The provisions of the Estoppel Certificate are hereby incorporated into this Agreement as if fully set forth in this Agreement in their entirety, and Tenant acknowledges that Mortgagee will be relying on the statements made in the Estoppel Certificate in determining whether to disburse the proceeds of the loan secured by the Mortgages and whether to enter into this Agreement.

3. Prior to pursuing any remedy available to Tenant under the Lease, at law or in equity as a result of any failure of Landlord to perform or observe any covenant, condition, provision or obligation to be performed or observed by Landlord under the Lease (any such failure hereinafter referred to as a "Landlord's Default"), Tenant shall: (a) provide Mortgagee with a notice of Landlord's Default specifying the nature thereof, the Section of the Lease under which same arose and the remedy which Tenant will elect under the terms of the Lease or otherwise, and (b) allow Mortgagee not less than thirty (30) days following receipt of such notice of Landlord's Default to cure the same; provided, however, that, if such Landlord's Default is not readily curable within such thirty (30) day period, Tenant shall give Mortgagee such additional time as Mortgagee may reasonably need to obtain possession and control of the Real Estate and to cure such Landlord's Default so long as Mortgagee is diligently pursuing a cure. Tenant shall not pursue any remedy available to it as a result of any Landlord's Default unless Mortgagee fails to cure same within the time period specified above. For purposes of this Paragraph 3, a Landlord's Default shall not be deemed to have occurred until all grace and/or cure periods applicable thereto under the Lease have lapsed without Landlord having effectuated a cure thereof.

4. Tenant covenants with Mortgagee that the Lease shall be subject and subordinate to the lien and all other provisions of the Mortgages and to all modifications and extensions thereof, to the full extent of all principal, interest and all other amounts now or hereafter secured thereby and with the same force and effect regardless of whether the Mortgages have been executed and delivered prior to the execution and delivery of the Lease. Without limiting the generality of the foregoing subordination provision, Tenant hereby agrees that any of its right, title and interest in and to insurance proceeds and condemnation awards (or other similar awards arising from eminent domain proceedings) with respect to damage to or the condemnation (or similar taking) of any of the Real Estate, shall be subject and subordinate to Mortgagee's right, title and interest in and to such proceeds and awards. At Mortgagee's option, Tenant shall be

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named or joined as a party in any suit, action or proceeding for the foreclosure of the Mortgages and the enforcement of any rights under the Mortgages.

5. Tenant acknowledges that Landlord has collaterally assigned to Mortgagee all leases affecting the Real Estate, including the Lease, and the rents and other amounts, including, without limitation, lease termination fees, if any, due and payable under such leases. In connection therewith, Tenant agrees that, upon receipt of a notice of a default by Landlord under such assignment and a demand by Mortgagee for direct payment to Mortgagee of the rents due under the Lease, Tenant will honor such demand and make all subsequent rent payments directly to Mortgagee. Tenant further agrees that any Lease termination fees payable under the Lease shall be paid jointly to Landlord and Mortgagee.

6. If Mortgagee or any future holder of the Mortgages shall become the owner of the Real Estate by reason of foreclosure of the Mortgages or otherwise, or if the Real Estate shall be sold as a result of any action or proceeding to foreclose the Mortgages or transfer of ownership by deed given in lieu of foreclosure, at the option of the new owner of the Real Estate, the Lease may not be terminated and may continue in full force and effect, without necessity for executing any new lease, as a direct lease between Tenant and the new owner of the Real Estate as "landlord" upon all the same terms, covenants and provisions contained in the Lease (subject to the exclusions set forth in subparagraph (b) below), and in such event:

(a) Tenant shall be bound to such new owner under all of the terms, covenants and provisions of the Lease for the remainder of the term thereof (including the extension periods, if Tenant elects or has elected to exercise its options to extend the term), and Tenant hereby agrees to attorn to such new owner and to recognize such new owner as "landlord" under the Lease without any additional documentation to effect such attornment (provided, however, if applicable law shall require additional documentation at the time Mortgagee exercises its remedies then Tenant shall execute such additional documents evidencing such attornment as may be required by applicable law);

(b) Such new owner shall be bound to Tenant under all of the terms, covenants and provisions of the Lease for the remainder of the term thereof (including the extension periods, if Tenant elects or has elected to exercise its options to extend the term); provided, however, that such new owner 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 has against any prior landlord (including Landlord);

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(iii) bound by any base rent, percentage rent, additional rent or any other amounts payable under the Lease which Tenant might have paid in advance for more than the current month to any prior landlord (including Landlord);

(iv) liable to refund or otherwise account to Tenant for any security deposit not actually paid over to such new owner by Landlord;

(v) bound by any amendment or modification of the Lease made without Mortgagee's consent;

(vi) bound by, or liable for any breach of, any representation or warranty or indemnity agreement contained in the Lease or otherwise made by any prior landlord (including Landlord); or

(vii) personally liable or obligated to perform any such term, covenant or provision, such new owner's liability being limited in all cases to its interest in the Real Estate.

7. Any notices, communications and waivers under this Agreement shall be in writing and shall be (i) delivered in person, (ii) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or (iii) by overnight express carrier, addressed in each case as follows:

To Mortgagee: LaSalle Bank National Association  
350 West North Avenue  
Addison, Illinois 60101  
Attn: James M. McCreil

and: Schwartz, Cooper, Greenberg & Krauss, Chartered  
180 North LaSalle Street  
Suite 2700  
Chicago, Illinois 60601  
Attn: Anne K. Berg, Esq.

To Tenant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

or to any other address as to any of the parties hereto, as such party shall designate in a written notice to the other party hereto. All notices sent pursuant to the terms of this Paragraph shall be deemed received (i) if personally delivered, then on the date of delivery, (ii) if sent by overnight, express carrier, then on the next federal banking day immediately following the day sent, or

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(iii) if sent by registered or certified mail, then on the earlier of the third federal banking day following the day sent or when actually received.

8. Tenant acknowledges and agrees that Mortgagee will be relying on the representations, warranties, covenants and agreements of Tenant contained herein and that any default by Tenant hereunder shall permit Mortgagee, at its option, to exercise any and all of its rights and remedies at law and in equity against Tenant and to join Tenant in a foreclosure action thereby terminating Tenant's right, title and interest in and to the Leased Premises.

9. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns and any nominees of Mortgagee, all of whom are entitled to rely upon the provisions hereof. This Agreement shall be governed by the laws of the State of Illinois.

10. This Agreement may be executed in multiple counterparts and all of such counterparts together shall constitute one and the same Agreement.

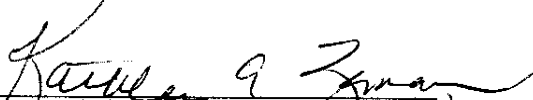
**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

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IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.


**Tenant:**

NORWOOD CONVERTING, INC.

By:   
Name: KATHLEEN ZEMAN  
Title: President


**Landlord:**

ZEMAN CHICAGO, LLC

By:   
Name: LAURA Z. MARTIN  
Title: Manager

**Mortgagee:**

LASALLE BANK NATIONAL  
ASSOCIATION, a national banking association

By:   
Name: JAMES McGRAIL  
Title: ASST. V.P.

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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )



I, DONNA L. PIENKOWSKI, a Notary Public in and for said County in the State aforesaid, do hereby certify that KATHLEEN ZEMAN, a PRESIDENT of Norwood Converting, Inc., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such \_\_\_\_\_, appeared before me this day in person and acknowledged that he/she signed and delivered such instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes set forth therein.

Given under my hand and notarial seal on March 9th, 2004

Donna L. Pienkowski  
Notary Public

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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, DONNA L. PIENKOWSKI, a Notary Public in and for said County in the State aforesaid, do hereby certify that LAURA Z. MARTIN, a MANAGER of Zeman Chicago, LLC, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such \_\_\_\_\_, appeared before me this day in person and acknowledged that he/she signed and delivered such instrument as his/her own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes set forth therein.

Given under my hand and notarial seal on March 9th, 2004

Donna L. Pienkowski  
Notary Public

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CHICAGO TITLE  
CHICAGO TITLE INSURANCE COMPANY  
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**COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A (CONTINUED)**

ORDER NO.: 1401 008065911 D1

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

PARCEL 1:

BLOCK 14 IN HARLEM 63RD STREET RESUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE NORTH 1/2 OF VACATED WEST 60TH PLACE SOUTHERLY OF AND ADJOINING PARCEL 1, AFORESAID AND ALSO

THE WEST 33-FOOT VACATED SOUTH SAYRE STREET, LYING EAST OF AND ADJOINING SAID PARCEL 1 AFORESAID, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

AN IRREGULAR PARCEL OF LAND IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE CENTERLINE OF WEST 60TH STREET EXTENDED EAST AND THE NORTH AND SOUTH CENTERLINE OF THE SOUTHWEST 1/4 OF THE AFORESAID SECTION 18; THENCE EAST ALONG THE CENTERLINE OF THE EXTENSION EAST OF WEST 60TH STREET, A DISTANCE OF 390.00 FEET; THENCE SOUTHWESTERLY IN A STRAIGHT LINE TO INTERSECTION WITH A POINT ON THE CENTERLINE OF WEST 60TH PLACE EXTENDED EAST, WHICH IS 70.00 FEET EAST OF, AS MEASURED ALONG THE EXTENSION EAST OF THE CENTERLINE OF SAID WEST 60TH PLACE, THE NORTH AND SOUTH CENTERLINE OF THE AFORESAID SOUTHWEST 1/4; THENCE WEST ALONG THE CENTERLINE OF WEST 60TH PLACE EXTENDED EAST, 70.00 FEET TO THE NORTH AND SOUTH CENTERLINE OF THE AFORESAID SOUTHWEST 1/4; THENCE NORTH ALONG SAID NORTH AND SOUTH CENTERLINE OF THE AFORESAID SOUTHWEST 1/4, A DISTANCE OF 333.27 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

P.I.N. 19-18-302-046-0000  
19-18-305-010-0000