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This document was prepared by, and after recording, return to:

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Permanent Tax Index Number:

19-21-400-053-0000

Property Address:

5043 W. 67th Street Bedford Park, Illinois



Doc#: 0522702003 Fee: \$42.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 08/15/2005 08:30 AM Pg: 1 of 10

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SUBORDINATION, NON-DISTARBANCE AND ATTORNMENT AGREEMENT

This SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT dated as of August 1, 2005 (the "Agreement"), is executed by and among CSC1, LLC, a Delaware limited liability company (the "Landlord"), CORRUGATED SUPPLIES COMPANY, LLC, a Delaware limited liability company (the "Tenant"), and JPMORGAN CHASE BANK, N.A., a national banking association (the "Lender").

RECITALS:

- A. The Lender is the mortgagee under that certain Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated August 1, 2305 to be recorded concurrently herewith (the "Mortgage"), which Mortgage encumbers the Real Estate (as hereinafter defined) and secures a principal indebtedness in the amount of Six Mulion Seven Hundred Thousand and 00/100 Dollars (\$6,700,000.00).
- B. The Tenant has entered into that certain lease agreement (such lease agreement hereinafter being referred to as the "Lease Agreement", and the Lease Agreement, together with all amendments and modifications thereof, hereinafter being referred to as the "Lease") dated March 20, 2000 with the Landlord (or the Landlord's predecessor-in-interest), pursuant to which the Tenant has leased certain premises (the "Leased Premises") on the parcel of land (the "Land"; the Land and Building being collectively referred to herein as the "Real Estate") legally described on Exhibit "A" attached hereto and made a part hereof.

Box 400-CTCC

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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:

AGREEMENTS:

- 1. The Tenant represents and warrants to the Lender that the Lease constitutes the entire agreement between the Tenant and the Landlord with respect to the Leased Premises and there are no other agreements, written or verbal, governing the tenancy of the Tenant with respect to the Leased Premises.
- 2. The Tenant has executed and delivered to the Lender that certain Tenant Estoppel Certificate date: on or about the date hereof (the "Estoppel Certificate"). The provisions of the Estoppel Certificate are hereby incorporated into this Agreement as if fully set forth in this Agreement in their entirety, and the Tenant acknowledges that the Lender will be relying on the statements made in the Estoppel Certificate in determining whether to disburse the proceeds of the loan secured by the Mor grant and whether to enter into this Agreement.
- 3. The Tenant covenants with the Lender that the Lease shall be subject and subordinate to the lien and all other provisions of the Mortgage 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 as if the Mortgage had been executed and delivered prior to the execution and delivery of the Lease. Without limiting the generality of the foregoing subordination provision, the 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 the Lender's right, title and interest in and to such proceeds and awards.
- 4. The Tenant acknowledges that the Landlord has collinerally assigned to the Lender any and all leases affecting the Real Estate, including the Lease, and the rents and other amounts, including, without limitation, lease termination fees, if any, are and payable under such leases. In connection therewith, the Tenant agrees that, upon receipt of a notice of a default by the Landlord under such assignment and a demand by the Lender for direct payment to the Lender of the rents due under the Lease, the Tenant will honor such demand and nake all subsequent rent payments directly to the Lender. The Tenant further agrees that any Lease termination fees payable under the Lease shall be paid jointly to the Landlord and the Lender.
 - 5. The Lender agrees that so long as the Tenant is not in default under the Lease:
 - (a) The Tenant shall not be named or joined as a party in any suit, action or proceeding for the foreclosure of the Mortgage or the enforcement of any rights under the Mortgage (unless the Tenant is a necessary party under applicable law); and
 - (b) The possession by the Tenant of the Leased Premises and the Tenant's rights thereto shall not be disturbed, affected or impaired by, nor will the Lease or the

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term thereof be terminated or otherwise materially adversely affected by (i) any suit, action or proceeding for the foreclosure of the Mortgage or the enforcement of any rights under the Mortgage, or by any judicial sale or execution or other sale of the Leased Premises, or any deed given in lieu of foreclosure, or (ii) any default under the Mortgage.

- Prior to pursuing any remedy available to the Tenant under the Lease, at law or in equity as a result of any failure of the Landlord to perform or observe any covenant, condition, provision or obligation to be performed or observed by the Landlord under the Lease (any such failure being hereinafter referred to as a "Landlord's Default"), the Tenant shall: (a) provide the Lender with a notice of the Landlord's Default, specifying the nature thereof, the section of the Lease under which such Landlord's Default arose, and the remedy which the Tenant will elect under the terr is of the Lease or otherwise, and (b) allow the Lender not less than thirty (30) days following receirt of notice of the Landlord's Default to cure the same; provided, however, that, if such the Landlord's Default is not readily curable within such thirty (30) day period, the Tenant shall give the Lerder such additional time as the Lender may reasonably need to obtain possession and control of the Real Estate and to cure such the Landlord's Default so long as the Lender is diligently pursuin, 2 care. The Tenant shall not pursue any remedy available to it as a result of any the Landlord's Defanit unless the Lender fails to cure same within the time period specified above. For purposes of this Section 6, 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 the Landlord having effectuated a cure thereof.
- 7. If the Lender or any future holds of the Mortgage shall become the owner of the Real Estate by reason of foreclosure of the Mortgage or otherwise, or if the Real Estate shall be sold as a result of any action or proceeding to foreclose the Mortgage or transfer of ownership by deed given in lieu of foreclosure, the Lease shall continue in full force and effect, without necessity for executing any new lease, as a direct lease between the 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 subsection (b) below), and in such event:
 - (a) The 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 the Tenant elects or has elected to exercise its options to extend the term), and the 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 the Lender exercises its remedies then the Tenant shall execute such additional documents evidencing such attornment as may be required by applicable law);
 - (b) Such new owner shall be bound to the Tenant under all of the terms, covenants and provisions of the Lease for the remainder of the term thereof (including the extension periods, if the Tenant elects or has elected to exercise its options to extend the term); provided, however, that such new owner shall not be:

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- (i) liable for any act or omission of any prior landlord (including the Landlord);
- (ii) subject to any offsets or defenses which the Tenant has against any prior landlord (including the Landlord) unless the Tenant shall have provided the Lender with (A) notice of the Landlord's Default that gave rise to such offset or defense, and (B) the opportunity to cure the same, all in accordance with the terms of Section 6 above;
- (iii) bound by any base rent, percentage rent, additional rent or any other amounts payable under the Lease which the Tenant might have paid in advance for more than the current month to any prior landlord (including the Landlord);
- (iv) liable to refund or otherwise account to the Tenant for any security deposit not actually paid over to such new owner by the Landlord;
- (v) bound by any amendment or modification of the Lease made without the Lender a consent;
- (vi) bound by, a liable for any breach of, any representation or warranty or indemnity agreement contained in the Lease or otherwise made by any prior landlord (including the 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.
- 8. 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 the Lender

JPMorgan Chase Bank, N.A.

120 S. LaSalle Street Chicago, Illinois 60603

Attention: Aimee D. St. Pierre

With a copy to:

Much Shelist

191 N. Wacker Drive, Suite 1800 Chicago, Illinois 60606-1615 Attention: Julie M. Hanusa

To the Landlord:

CSCI, LLC

5043 W. 67th Street

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Bedford Park, Illinois 60638

Attention: John Potocsnak, S. Richard Van

Horne III and Michael Rubinstein

With a copy to:

Huck Bouma, P.C.

1755 S. Naperville Road, Suite 200

Wheaton, Illinois 60187 Attn: William J. Strons

To the Tenant:

Corrugated Supplies Company, LLC

5043 W. 67th Street

Bedford Park, Illinois 60638

Attention: John Potocsnak, S. Richard Van

Horne III and Michael Rubinstein

With a copy to:

Huck Bouma, P.C.

1755 S. Naperville Road, Suite 200

Wheaton, Illinois 60187 Attn: William J. Strons

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 sem pursuant to the terms of this section shall be deemed received (i) if personally delivered, then can the date of delivery, (ii) if sent by overnight, express carrier, then on the next federal banking day immediately following the day sent, or (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.

- 9. The Tenant acknowledges and agrees that the Lender will be relying on the representations, warranties, covenants and agreements of the Tenant contained herein and that any default by the Tenant hereunder shall permit the Lender, at its optical, to exercise any and all of its rights and remedies at law and in equity against the Tenant and to join the Tenant in a foreclosure action thereby terminating the Tenant's right, title and interest in and to the Leased Premises.
- 10. 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 the Lender, all of whom are entitled to rely upon the provisions hereof. This Agreement shall be governed by the laws of the State of Illinois.
- 11. This Agreement may be executed in multiple counterparts and all of such counterparts together shall constitute one and the same Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Subordination, Non-Disturbance and Attornment Agreement the day and year first above written.

LANDLORD:

CSC1, LLC,

A Delaware limited liability company

By: Name; Title:

TENANT:

CORRUGATED SUPPLIES COMPANY, LLC, A Delaware limited liability company

DOO OF COO. Ву: Name:

LENDFK:

JPMORGAN CHASE BANK, N.A., a national banking association

By: Name: Title:

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IN WITNESS WHEREOF, the parties hereto have executed this Subordination, Non-Disturbance and Attornment Agreement the day and year first above written.

LANDLORD:

CSC1, LLC,

A Delaware limited liability company

By: Name:

Title:

TENANT:

DOOD OF COO. CORRUGATED SUPPLIES COMPANY, LLC, A Delaware limited liability company

By: Name:

Title:

LENDER:

JPMORGAN CHASE BANK, N.A., a national banking association

By:

Name:

Title:

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STATE OF ILLINOIS)
) SS.
COUNTY OF Cook) SS.
The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Sond Potocs NAC, the MANOCEN, of CSCI, LLC, a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such MANOCEN, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth. GIVEN under my hand and notarial seal this and day of Another Mandau.
My Commission SEAL DAWN MANDREWS NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:03/24/09 STATE OF ILLINOIS) SS.
COUNTY OF COOK) SS.
The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that OND OCSUAK, the, of CORRUGATED SUPPLIES COMPANY, LLC, a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such MANGE, opposed before me this day in person and acknowledged that he/she signed and delivered the said u strument as his/her own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.
GIVEN under my hand and notarial seal this 2nd day of Aug us + 0.5 Notary Public My Commission Expires:
OFFICIAL SEAL DAWN M ANDREWS NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:03/24/09

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COUNTY OF COOK) SS.
The undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that HIME STATE of Period , the
of JPMORGAN CHASE BANK, N.A., 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 acknowledged that as such
own free and voluntary act and as the free and voluntary act of said banking association, for the uses
and purposes therein set forth.
n 1
GIVEN under my hand and notarial seal this day of \(\text{UQUST} _ 200.5
day of <u>10009000</u> , 200 <u>9</u> .
Mount 1
Tiella oyur Scarles
Notary Public
Gloria Lynn Sanders My Commission Expires:
Notary Public, State of Illinois
Cook County My Commission Expires 12/11/2005
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Clart's Office
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EXHIBIT "A"

LEGAL DESCRIPTION OF REAL ESTATE

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 50.00 FEET AND THE EAST LINF O: THE WEST 934.00 FEET OF SAID SOUTHEAST 1/4; THENCE SOUTH 89 DEGREES 49 MINUTES '5 SECONDS EAST, ALONG THE SOUTH LINE OF SAID NORTH 50 FEET, A DISTANCE OF 68.58 FEET TO THE WEST LINE OF THE EAST 1024.78 FEET OF SAID SOUTHEAST 1/4; TYLINCE SOUTH 00 DEGREES 13 MINUTES 21 SECONDS WEST, ALONG THE LAST DESCRIBED LINE, 4:0 70 FEET; THENCE SOUTH 84 DEGREES 27 MINUTES 49 SECONDS WEST 110.56 FEET TO THE SOUTH LINE OF THE NORTH 481.70 FEET OF SAID SOUTHEAST 1/4; THENCE SOUTH 89 DEGREES : 9 MINUTES 35 SECONDS EAST, ALONG THE LAST DESCRIBED LINE, 244.00 FEET TO THE EAST LINE OF THE WEST 1749.00 FEET OF SAID SOUTHEAST 1/4; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE LAST DESCRIBED LINE, 72.21 FEET TO THE SOUTH LINE OF THE NORTH 553.91 FEET OF SAID SOUTHEAST 1/4; THENCE NORTH 89 DEGREES 49 ALMUTES 35 SECONDS WEST, ALONG THE LAST DESCRIBED LINE, 750.00 FEET; THENCE NORTH 82 DIGREES 59 MINUTES 10 SECONDS WEST 151.13 FEET TO A POINT ON THE EAST LINE OF THE VEST 849.00 FEET OF SAID SOUTHEAST 1/4 THAT IS 535.91 FEET SOUTH OF THE NORTH LINE OF SAID SOUTHEAST 1/4; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE EAST LINE OF THE WEST 849.00 FEET OF SAID SOUTHEAST 1/4, A DISTANCE OF 54.21 FET TO THE AFORESAID SOUTH LINE OF THE NORTH 481.70 FEET OF SAID SOUTHEAST 1/4. THENCE NORTH 89 DEGREES 49 MINUTES 35 SECONDS WEST, ALONG THE LAST DESCRIBED LINE, 15.73 FEET; THENCE NORTH 89 DEGREES 20 MINUTES 42 SECONDS WEST 42.11 FEET; THE ICE NORTH 80 DEGREES 52 MINUTES 33 SECONDS EAST 109.22 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 463.70 FEET THAT IS 899.00 FEET EAST OF THE WEST LINE OF SAID SOUTHE ST 1/4; THENCE SOUTH 89 DEGREES 49 MINUTES 35 SECONDS EAST, ALONG THE SOUTH LINE OF THE NORTH 463.70 FEET OF SAID SOUTHEAST 1/4, A DISTANCE OF 35.00 FEET TO THE EAST LINE OF THE WEST 934.00 FEET OF SAID SOUTHEAST 1/4; THENCE NORTH 00 DEGREES JO JINUTES 00 SECONDS EAST, ALONG THE LAST DESCRIBED LINE, 413.70 FEET TO THE POINT OF BEGINNING, ALL Office IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS OF REAL ESTATE:

5043 W. 67th Street Bedford Park, Illinois

PERMANENT TAX IDENTIFICATION NUMBER:

19-21-400-053-0000