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Doc#: 0834733050 Fee: \$52.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/12/2008 11:34 AM Pg: 1 of 9

THIS INSTRUMENT PREPARED BY, AND
AFTER RECORDING, RETURN TO:

Meltzer, Purtil & Stelle LLC
1515 East Woodfield Road
Second Floor
Schaumburg, Illinois 60173
Attn: Michael J. Wolfe, Esq.

This space reserved for Recorder's use only.

CTIC 8440169
28050541

SUBORDINATION AND ATTORNMENMENT AGREEMENT

(Northbrook H.Q. Building)

THIS SUBORDINATION AND ATTORNMENMENT AGREEMENT (this "Agreement") is made as of December 11, 2008 by and among Armon, Inc. (the "Tenant"), BRIAN K. MORAN, AS TRUSTEE UNDER TRUST AGREEMENT EXECUTED BY OWEN A. MORAN DATED SEPTEMBER 18, 1984, assignee of LaSalle National Bank as Trustee under Trust Agreement dated March 28, 1969 known as Trust 10-15781-08 (the "Landlord"), and THE PRIVATEBANK AND TRUST COMPANY, an Illinois State Bank, its successors and/or assigns (the "Bank").

WITNESSETH:

WHEREAS, the Landlord is the owner in fee simple of the parcel of real estate together with the improvements thereon commonly known as and legally described in Exhibit A attached hereto and made a part hereof (the "Premises").

WHEREAS, Tenant and its subsidiaries are Borrowers under a certain Loan and Security Agreement (as amended from time to time, the "Loan Agreement") dated the date of this Agreement pursuant to which Tenant and such other Borrowers are indebted to the Bank for certain Obligations defined and described more fully in the Loan Agreement.

WHEREAS, in connection with the Loan Agreement, the Landlord has executed and delivered to the Bank a certain Mortgage, Assignment of Rents and Security Agreement (as amended from time to time, the "Mortgage") dated the date hereof, which is a lien on the Premises.

WHEREAS, by a certain written Lease Agreement dated October 1, 1996, between the Landlord and the Tenant (as amended from time to time, the "Lease"), the Landlord did lease to the Tenant the Premises ("Leased Premises") more particularly described in the Lease.

BOX 333-CP

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WHEREAS, the Bank requires that the Landlord and Tenant, as a condition precedent to the financial accommodations provided in the Reimbursement Agreement and the Loan Agreement, execute and deliver this Agreement.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **Incorporation**. The recitals set forth above constitute a material part of this Agreement and by this reference are incorporated herein as if set forth hereinbelow. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such term in the Loan Agreement.

2. **Landlord Warranty**. The Landlord hereby represents and warrants to the Bank that the Leased Premises is not subject to any lien or encumbrance except the Mortgage (or any other encumbrance in favor of the Bank) and the lien of general real estate taxes not yet due and payable and any lien expressly agreed to in writing by the Bank.

3. **Tenant Warranty**. The Tenant acknowledges to the Landlord and warrants to the Bank that: (i) the Lease is in full force and effect and there is no existing uncured or unwaived default thereunder and no event has occurred which with the giving of notice or the passage of time, or both, could constitute or become a default; (ii) no rents have been prepaid except as provided for in the Lease and the Tenant does not now have or hold any claim against the Landlord which might be set off or credited against future accruing rents; and (iii) the Tenant has no present right under the Lease to terminate said Lease or abate any rent payments.

4. **Subordination**. The Tenant hereby subordinates all its interest and rights as lessee under the Lease to the lien of the Mortgage held by the Bank, including all extensions, renewals, modifications and future advances under the Mortgage, the Loan Agreement or the Notes secured by such Mortgage, which Lease shall be effective with respect to the Mortgage as if the Lease was executed subsequent to the execution and recordation of the Mortgage and any extension, renewal, modification or amendment thereof.

5. **Agreement To Execute**. The Tenant hereby agrees that it shall, at the request of Landlord or the Bank, execute such additional documents, in addition to this Agreement, as shall be reasonably necessary to effect, confirm or reconfirm such subordination.

6. **Attornment**. In the event the Bank acquires the Leased Premises through foreclosure, by deed or other conveyance in lieu of foreclosure, or otherwise, the Bank and the Tenant agree as follows:

a. The Tenant will recognize and attorn to the Bank or any person lawfully claiming under, to or through the Bank as the landlord under the terms of the Lease and this Agreement. Such attornment shall be effective and self-operative without the execution of any further instruments by either party hereto.

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b. The Bank or any person or entity lawfully claiming under, to and through the Bank as landlord shall not be: (i) liable for any act or omission of any prior landlord (including the Landlord); (ii) subject to any offsets or defenses which the Tenant might have against any prior landlord (including the Landlord); (iii) bound by any rent or additional rent which the Tenant might have paid for more than the current month to any prior landlord (including the Landlord); or (iv) bound by any modification of the Lease made without the Bank's written consent.

7. Notices. All notices which any party may be required or may desire to give in connection with this Agreement shall be in writing, and shall be either personally delivered, sent by overnight express delivery by a nationally recognized delivery service, freight pre-paid, or sent by United States registered or certified mail, postage pre-paid, and addressed as follows:

a. If to the Bank at the address set forth above to the attention of the Commercial Loan Department.

b. If to the Tenant or the Landlord, 2265 Carlson Drive, Northbrook, Illinois, to the attention of Brian K. Moran.

Notices, demands and requests which shall be served in the manner aforesaid shall be deemed to be sufficiently delivered or given for all purposes hereunder (i) in the case of personal delivery, upon such delivery, (ii) in the case of overnight express delivery, one (1) business day after the delivery to such delivery service and (iii) in the case of mailing by registered or certified mail, two (2) business days after such notice, demand or request shall be mailed. By notice complying with the foregoing provisions of this paragraph, either party may from time to time change its address for notice purposes, except that any such notice shall not be deemed delivered until actually received.

8. Binding Effect. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

9. No Effect On Mortgage. Nothing contained in this Agreement shall in any way impair or affect the lien created by the Mortgage.

10. Illinois Law To Apply. This Agreement has been entered into and shall be performed in the State of Illinois and the laws of the State of Illinois shall govern the interpretation, construction and enforcement of this Agreement and the rights, duties and obligations of the parties hereto.

11. Attorney Fees. In the event any party to this Agreement shall become or be made a party to any litigation to interpret, construe or enforce this Agreement or on account of a breach or default hereunder or otherwise on account of being a party hereto, then the prevailing party, in addition to any other right, remedy, relief, or damages awarded in such litigation, shall also have the right to recover all of said prevailing party's costs and expenses of such litigation, including but not limited to reasonable attorney's fees.

[signature page follows]


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

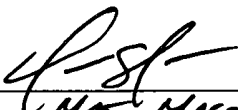
_____ (Tenant)

By _____
Print _____
Title _____

BRIAN K. MORAN AS TRUSTEE UNDER
TRUST AGREEMENT EXECUTED BY
OWEN A. MORAN DATED SEPTEMBER
18, 1984 (Landord)

By  _____
Brian K. Moran

THE PRIVATEBANK AND TRUST
COMPANY

By  _____
Name: MARI MASOA
Title: SUP

Property of Cook County Clerk's Office

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

Armon, Inc (Tenant)

By [Signature]
Print Josiah C. Larson
Title TREASURER

BRIAN K. MORAN AS TRUSTEE UNDER TRUST AGREEMENT EXECUTED BY OWEN A. MORAN DATED SEPTEMBER 18, 1984 (Landord)

By [Signature]
Brian K. Moran

THE PRIVATEBANK AND TRUST COMPANY

By [Signature]
Name: MARI MASO
Title: SVP

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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)
STATE OF ILLINOIS

COUNTY OF COOK

) SS
)

The undersigned, a Notary Public within and for said County, in the State aforesaid, duly commissioned and acting, hereby certifies that on this ____ day of _____, 2008 personally appeared before me _____, personally well known and known to be the person who signed the foregoing instrument, and who, being by me duly sworn, stated and acknowledged that he signed and delivered the same as his and its free and voluntary act and deed for the uses and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public the day and year in this certificate above written.

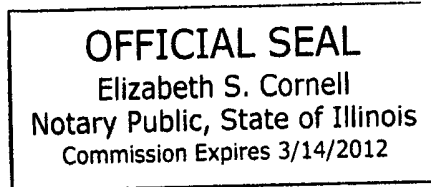
NOTARY PUBLIC

STATE OF ILLINOIS

COUNTY OF COOK

The undersigned, a Notary Public within and for said County, in the State aforesaid, duly commissioned and acting, hereby certifies that on this 1st day of December, 2008 personally appeared before me **Brian K. Moran**, personally well known and known to be the person who signed the foregoing instrument, and who, being by me duly sworn, stated and acknowledged that he signed and delivered the same as his and its free and voluntary act and deed for the uses and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public the day and year in this certificate above written.



Elizabeth S. Cornell
NOTARY PUBLIC

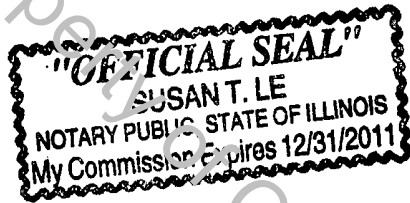
STATE OF ILLINOIS)

UNOFFICIAL COPY

COUNTY OF COOK) SS
)

The undersigned, a Notary Public within and for said County, in the State aforesaid, duly commissioned and acting, hereby certifies that on this ___ day of _____, 2008 personally appeared before me Math Massa - Manoj Dora personally well known and known to be the person who signed the foregoing instrument, and who, being by me duly sworn, stated and acknowledged that he signed and delivered the same as his and its free and voluntary act and deed for the uses and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public the day and year in this certificate above written.



Susan T. Le
NOTARY PUBLIC

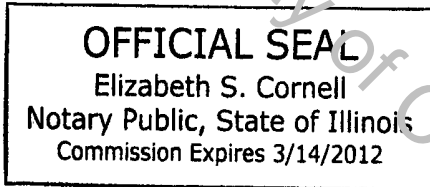
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)
STATE OF ILLINOIS

COUNTY OF COOK)
)

The undersigned, a Notary Public within and for said County, in the State aforesaid, duly commissioned and acting, hereby certifies that on this 8th day of December, 2008 personally appeared before me JOSEPH C CARSON, personally well known and known to be the person who signed the foregoing instrument, and who, being by me duly sworn, stated and acknowledged that he signed and delivered the same as his and its free and voluntary act and deed for the uses and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public the day and year in this certificate above written.



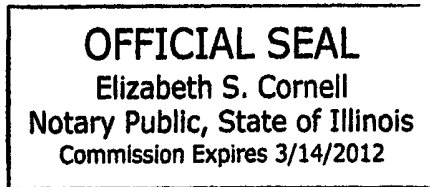
Elizabeth S. Cornell
NOTARY PUBLIC

STATE OF ILLINOIS

COUNTY OF COOK

The undersigned, a Notary Public within and for said County, in the State aforesaid, duly commissioned and acting, hereby certifies that on this 1st day of December, 2008 personally appeared before me **Brian K. Moran**, personally well known and known to be the person who signed the foregoing instrument, and who, being by me duly sworn, stated and acknowledged that he signed and delivered the same as his and its free and voluntary act and deed for the uses and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public the day and year in this certificate above written.



Elizabeth S. Cornell
NOTARY PUBLIC

STATE OF ILLINOIS)

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EXHIBIT A

Legal Description of the Parcel comprising the Premises

Parcel 1:

Lot 2 in Moran Northbrook Resubdivision of part of Lot 6 and all of Lot 7 in Glenbrook Industrial Park Unit No. 2, being a subdivision of the East ½ of the Southwest ¼ of Section 15, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

Lot 1 in Lockwood Northbrook Resubdivision of Lot 8 in Glenbrook Industrial Park Unit No. 2, being a subdivision of the East ½ of the Southwest ¼ of Section 15, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

*Pg 2245 Carlson Drive
Northbrook IL*

04-15-301-019

04-15-301-000