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Cook County Recorder of Deeds
Date: 10/22/2010 09:04 AM Pg: 1 of 9

Michael D. Burstein
MUCH SHELIST
191 North Wacker Drive
Suite 1800
Chicago, Illinois 60606.1615

PERMANENT TAX INDEX NUMBER:

16-35-122-026-0000

PROPERTY ADDRESS:

3307 South Lawndale Avenue
Chicago, Illinois

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SUBORDINATION AND ATTORNMENT AGREEMENT

This **SUBORDINATION AND ATTORNMENT AGREEMENT** dated as of October 18, 2010 (this "**Agreement**"), is executed by and among **DEAN M. EBERHARDT, TRUSTEE OF THE DEAN M. EBERHARDT TRUST** and **DEAN M. EBERHARDT, TRUSTEE OF THE MARK D. EBERHARDT TRUST** (collectively, the "**Landlord**"), as tenants-in-common with each holding an undivided fifty percent (50%) interest in the Leased Premises (as hereinafter defined), **MRC POLYMERS, INC.**, an Illinois corporation (the "**Tenant**"), and **FIRSTMERIT BANK, N.A.**, a national banking association, together with its successors and assigns (the "**Lender**").

RECITALS:

A. The Lender is the mortgagee under that certain Revolving Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of even date herewith, to be recorded concurrently herewith (the "**Mortgage**"), which Mortgage encumbers the Leased Premises (as hereinafter defined) and secures a maximum principal indebtedness in the amount of **TWELVE MILLION FORTY-EIGHT THOUSAND AND 00/100 DOLLARS (\$12,048,000.00)**.

B. The Tenant has entered into that certain Real Estate Lease made effective as of August 1, 2006, with the Landlord's predecessor-in-interest (the "**Lease Agreement**", the Lease Agreement, together with all amendments and modifications thereof, being collectively referred to herein as the

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“Lease”), pursuant to which the Tenant has leased certain premises (the “Leased Premises”) legally described on Exhibit “A” attached hereto and made a part hereof.

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:

A G R E E M E N T S:

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 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 Leased Premises, shall be subject and subordinate to the Lender’s right, title and interest in and to such proceeds and awards.
3. The Tenant acknowledges that the Landlord has collaterally assigned to the Lender any and all leases affecting the Leased Premises, 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, 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 make 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.
4. 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 terms of the Lease or otherwise, and (b) allow the Lender not less than thirty (30) days following receipt of notice of the 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, the Tenant shall give the Lender such additional time as the Lender may reasonably need to obtain possession and control of the Leased Premises and to cure such Landlord’s Default so long as the Lender is diligently pursuing a cure. The Tenant shall not pursue any remedy available to it as a result of any Landlord’s Default unless the Lender fails to cure same within the time period specified above. For purposes of this Section 4, 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.

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5. If the Lender or any future holder of the Mortgage shall become the owner of the Leased Premises by reason of foreclosure of the Mortgage or otherwise, or if the Leased Premises 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 Leased Premises 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:

(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;

(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 or other deposits 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'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 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 Leased Premises.

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

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To the Lender
 FIRSTMERIT BANK, N.A.
 101 N. Wacker Drive, Suite 160
 Chicago, Illinois 60606
 Attention: Benjamin L. Van Vlerah, Commercial
 Banking Group Manager and Senior
 Vice President

With a copy to:
 MUCH SHELIST
 191 North Wacker Drive, Suite 1800
 Chicago, Illinois 60606.1615
 Attention: Michael D. Burstein

To the Landlord:
 DEAN M. EBERHARDT, TRUSTEE OF THE DEAN M.
 EBERHARDT TRUST AND DEAN M. EBERHARDT,
 TRUSTEE OF THE MARK D. EBERHARDT TRUST
 c/o MRC Polymers Inc.
 3535 West 31st Street
 Chicago, Illinois 60623
 Attention: Steven Sola, CFO

With a copy to:
 ODELSON & STERK, LTD.
 3318 West 95th Street
 Evergreen Park, Illinois 60805
 Attention: Mark H. Sterk

To the Tenant:
 MRC POLYMERS, INC.
 3535 West 31st Street
 Chicago, Illinois 60623
 Attention: Steven Sola, CFO

With a copy to:
 ODELSON & STERK, LTD.
 3318 West 95th Street
 Evergreen Park, Illinois 60805
 Attention: Mark H. Sterk

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 section shall be deemed received when actually delivered or when delivery is refused by the addressee, as the case may be.

7. 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 option, to exercise any and all of its rights and remedies at law and in equity against the Tenant.

8. 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.


9. 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 and Attornment Agreement the day and year first above written.

LANDLORD:

THE DEAN M. EBERHARDT TRUST

By: 
Dean M. Eberhardt, not personally but solely as Trustee thereof

THE MARK D. EBERHARDT TRUST

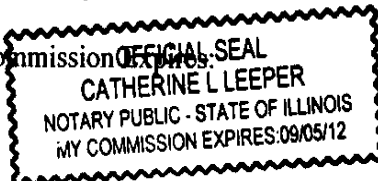
By: 
Dean M. Eberhardt, not personally but solely as Trustee thereof

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, **DOES HEREBY CERTIFY** that **DEAN M. EBERHARDT**, not personally but solely as the Trustee of each of **THE DEAN M. EBERHARDT TRUST** and **THE MARK D. EBERHARDT TRUST**, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such trustee, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said trusts, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15th day of October, 2010.


Notary Public

My Commission Expires: 

[Signatures Continue on Following Page]

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[Signatures Continued from Preceding Page]

TENANT:

MRC POLYMERS, INC., an Illinois corporation

By: *Steven V. Sola*
 Steven V. Sola, Chief Financial Officer

STATE OF ILLINOIS)
) SS.
 COUNTY OF COCK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, **DOES HEREBY CERTIFY** that Steven V. Sola, the Chief Financial Officer of **MRC POLYMERS, INC.**, an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Chief Financial Officer, 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 corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 25th day of October, 2010.

Delna M. Karlovitz
 Notary Public



My Commission Expires:
10/23/13


[Signatures Continue on Following Page]

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[Signatures Continued from Preceding Page]

LENDER:

FIRSTMERIT BANK, N.A., a national banking association

By: 
Matthew W. Hannam, Vice President

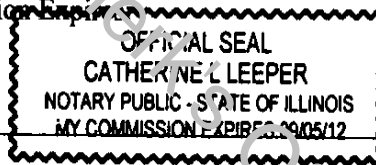
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the State aforesaid, **DOES HEREBY CERTIFY** that Matthew W. Hannam, a Vice President of **FIRSTMERIT 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 Vice President, he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said national banking association, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15th day of October, 2010.


Notary Public

My Commission Expires



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EXHIBIT "A"

LEGAL DESCRIPTION OF LEASED PREMISES

PARCEL 1:

THAT PART OF THE WEST $\frac{1}{2}$ OF THE EAST $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 33 FEET EAST OF THE WEST LINE AND 150 FEET SOUTH OF THE NORTH LINE OF THE SAID WEST $\frac{1}{2}$ OF THE EAST $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE EAST ON A LINE PARALLEL TO THE NORTH LINE OF THE SAID SOUTHEAST $\frac{1}{4}$ (SAID LINE BEING ALSO THE SOUTHERLY LINE OF RIGHT OF WAY OF THE CHICAGO AND ILLINOIS WESTERN RAILROAD COMPANY), A DISTANCE OF 39.3 FEET TO A POINT OF CURVE IN SAID RIGHT OF WAY; THENCE SOUTHEASTERLY ON A CURVE TANGENT TO THE LAST DESCRIBED LINE AND CONVEX TO THE NORTHEAST WITH A RADIUS OF 573.7 FEET TO ITS INTERSECTION WITH THE EAST LINE OF THE SAID WEST $\frac{1}{2}$ OF THE EAST $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 35 THENCE SOUTH ON THE LAST DESCRIBED LINE 477.71 FEET TO A LINE PARALLEL TO AND 690.31 FEET SOUTH OF THE NORTH LINE OF THE SAID SOUTHEAST $\frac{1}{4}$; THENCE WEST ON THE LAST DESCRIBED LINE 300.32 FEET TO A LINE PARALLEL TO AND 13 FEET EAST OF THE WEST LINE OF THE EAST $\frac{1}{2}$ OF THE SAID SOUTHEAST $\frac{1}{4}$, THE SAID LINE BEING ALSO THE EAST LINE OF LAWNDALE AVENUE; THENCE NORTH 540.31 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE EAST $\frac{1}{2}$ OF THE EAST $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF THE SAID EAST $\frac{1}{2}$ OF THE EAST $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ WITH A LINE PARALLEL TO AND 690.31 FEET SOUTH OF THE NORTH LINE OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 35 AFORESAID; THENCE EAST ON THE LAST DESCRIBED LINE 292.36 FEET; THENCE SOUTHEAST ON A STRAIGHT LINE 77.55 FEET TO A POINT IN A LINE PARALLEL TO AND 20 FEET WEST OF THE EAST LINE OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 35 AFORESAID, SAID POINT BEING 565.11 FEET NORTH OF THE SOUTH LINE OF THE SAID NORTHWEST $\frac{1}{4}$; THENCE NORTH 41.61 FEET TO A POINT OF CURVE IN THE SOUTHERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO AND ILLINOIS WESTERN RAILROAD COMPANY; THENCE NORTHWESTERLY ALONG THE SOUTHERLY LINE OF THE RIGHT OF WAY OF SAID CHICAGO AND ILLINOIS WESTERN RAILROAD COMPANY ON A CURVE TANGENT TO THE WEST LINE OF THE RIGHT OF WAY OF THE ILLINOIS NORTHERN RAILWAY AND CONVEX TO THE NORTHEAST WITH A RADIUS OF 573.7 FEET TO A POINT IN THE WEST LINE OF THE EAST $\frac{1}{2}$ OF THE EAST $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 35 AFORESAID; THENCE SOUTH ON THE LAST DESCRIBED LINE 477.71 FEET TO THE POINT OF BEGINNING (EXCEPT THAT PART LYING EASTERLY OF A LINE 75 FEET WESTERLY OF MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE EAST LINE OF THE EAST $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$ OF SAID

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SECTION 35) AND EXCEPT FROM AFORESAID PARCELS 1 AND 2 TAKEN AS A TRACT: THAT PART OF THE NORTH 690.31 FEET OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EAST LINE OF THE WEST 33 FEET OF THE EAST ½ OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ WITH THE SOUTH LINE OF THE NORTH 690.31 FEET AFORESAID; THENCE NORTH ALONG SAID EAST LINE 151.70 FEET; THENCE NORTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 45 DEGREES TO THE RIGHT WITH THE LAST DESCRIBED COURSE EXTENDED FOR A DISTANCE OF 4.95 FEET; THENCE EAST ALONG A LINE AT RIGHT ANGLES TO THE WEST LINE OF THE EAST ½ OF SAID SOUTHEAST ¼ OF THE NORTH WEST ¼ FOR A DISTANCE OF 282.76 FEET; THENCE NORTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 9 DEGREES 24 MINUTES 02 SECONDS TO THE LEFT WITH THE LAST DESCRIBED COURSE EXTENDED FOR A DISTANCE OF 108.66 FEET; THENCE SOUTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 65 DEGREES 16 MINUTES 03 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED COURSE EXTENDED FOR A DISTANCE OF 91.53 FEET TO A POINT IN THE SOUTH LINE OF THE NORTH 595 FEET OF SAID SOUTHEAST ¼ OF THE NORTHWEST ¼; THENCE EAST ON SAID SOUTH LINE OF THE NORTH 595 FEET FOR A DISTANCE OF 20.48 FEET; THENCE SOUTHEASTERLY FOR A DISTANCE OF 94.63 FEET TO A POINT IN THE WEST LINE OF THE EAST 75 FEET OF SAID SOUTHEAST ¼ OF THE NORTHWEST ¼, SAID POINT BEING 80 FEET NORTH OF THE SOUTH LINE OF THE NORTH 690.31 FEET AFORESAID (AS MEASURED IN SAID WEST LINE OF THE EAST 75 FEET); THENCE SOUTH IN SAID WEST LINE OF THE EAST 75 FEET FOR A DISTANCE OF 80 FEET TO THE SOUTH LINE OF THE NORTH 690.31 FEET AFORESAID; THENCE WEST ON SAID SOUTH LINE OF THE NORTH 690.31 FEET FOR A DISTANCE OF 558.82 FEET TO THE PLACE OF BEGINNING), IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS OF REAL ESTATE:

3307 South Lawndale Avenue
Chicago, Illinois

PERMANENT TAX INDEX NUMBER:

16-35-122-028-0000