



Doc#: 1331041156 Fee: \$52.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 11/08/2013 12:03 PM Pg: 1 of 8

This instrument prepared by and after recording should be returned to:

Thompson Coburn LLP
55 East Monroe Street, 37th Floor
Chicago, Illinois 60603
Attention: Victor A. Des Laurier, Esq.

PINS: 04-15-301-019-0000
04-15-301-020-0000

COMMON ADDRESS: 2265 Carlson Drive
Northbrook, Illinois 60062

TENANT ESTOPPEL CERTIFICATE AND SUBORDINATION AGREEMENT (NORTHBROOK)

July 31, 2013

TO: The PrivateBank and Trust Company
120 South LaSalle Street
Chicago, Illinois 60603

Ladies and Gentlemen:

Armon, Inc., a Delaware corporation (the "Tenant"), hereby acknowledges that The PrivateBank and Trust Company, an Illinois state chartered bank, in its capacity as agent (the "Administrative Agent") for the lenders party to the Credit Agreement referred to below (the "Lenders"), has made or will make certain extensions of credit, loans and other financial accommodations to Tenant, F.E. Moran, Inc., an Illinois corporation ("FEMI"), F.E. Moran, Inc. Fire Protection, an Illinois corporation ("FEMIFP"), F.E. Moran, Inc. Fire Protection of Northern Illinois, an Illinois corporation ("Fire Protection Northern Illinois"), F.E. Moran, Inc. Special Hazard Systems, a Delaware corporation ("Special Hazard Systems"), F.E. Moran, Inc. Mechanical Services, an Illinois corporation, formerly known as Thermodyne Mechanical Services, Incorporated, an Illinois corporation ("Mechanical Services"), Fire Protection Industries, Inc., an Illinois corporation ("Fire Protection"; Fire Protection, together with Tenant, FEMI, FEMIFP, Fire Protection Northern Illinois, Special Hazard Systems and Mechanical Services are each individually a "Borrower" and collectively the "Borrowers") (collectively the "Financial Accommodations") pursuant to that certain Credit Agreement of even date herewith by and among Borrowers, Administrative Agent, and Lenders (as amended, renewed, restated, or replaced from time to time, the "Credit Agreement"). Tenant acknowledges and agrees that part of the collateral that secures, among other things, the full and timely payment of the Financial Accommodations and the full and prompt performance of all covenants, duties and agreements of Borrowers to and with Lenders (the "Covenants") includes that certain Amended and Restated Mortgage and Security Agreement (Northbrook) of even date herewith executed and delivered by 2265 Carlson LLC, an Illinois limited liability company (the "Mortgagor") to Administrative Agent (as amended or restated, the "Mortgage"), that assigns to Administrative Agent, among other things, all of Mortgagor's right, title and

Box 400-CTCC

INVESTMENT SERVICES

8440969 30F3 PL

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interest in and to that certain lease agreement, by and between Tenant and Mortgagor, and any renewals, extensions, modifications, amendments or substitutions thereto (the "Lease"). The Lease provides for the lease to Tenant of the premises located at 2265 Carlson Drive, Northbrook, Illinois 60062, and legally described on Exhibit "A" attached hereto (the "Property"). In connection therewith, Tenant hereby acknowledges and agrees as follows:

1. All rental payments under the Lease shall be paid as therein provided until Tenant has been otherwise notified by Administrative Agent or Administrative Agent's successors and assigns. Upon notice from Administrative Agent demanding payment of all rent under the Lease, all payments which accrue under the Lease subsequent to such notice will be remitted by Tenant directly to Administrative Agent at the address set forth above or such other address as Administrative Agent shall specify in writing from time to time. Tenant shall have no responsibility to ascertain whether such assignment of rents is permitted under the loan documents between Borrowers, Administrative Agent, and Lenders. Mortgagor hereby waives any right, claim or demand it may now or hereafter have against Tenant by reason of such payment to Administrative Agent, and any such payment to Administrative Agent shall discharge the obligations of Tenant to Mortgagor.

2. No cancellation, modification, assignment, renewal, extension or amendment to the Lease or prepayment of more than one month's rent shall be made without Administrative Agent's prior written consent and approval.

3. Administrative Agent, and its successors and assigns, assume no liability or obligations under the Lease, either by virtue of the Mortgage or any receipt or collection of rents under the Lease.

4. Tenant is in possession of the Property.

5. Tenant will deliver to Administrative Agent a copy of all notices Tenant serves on or receives from Mortgagor.

6. The Lease is in full force and effect, no rentals have been paid more than thirty (30) days in advance and Tenant have no claims against Mortgagor.

7. There are no amendments, renewals or extensions to any of the Lease.

8. Tenant acknowledges and agrees that it has paid the security deposit to Mortgagor set forth in the Lease, if any.

9. No breach, default or event of default, whether by Mortgagor or Tenant, exists under the Lease. Tenant will not seek to terminate its Lease by reason of any act or omission of Mortgagor until Tenant delivers written notice of such act or omission to Administrative Agent and Mortgagor and provides Administrative Agent with an opportunity to cure such default within thirty (30) days from the date the notice is sent to Administrative Agent. Nothing contained in this paragraph shall impose upon Administrative Agent any obligation to cure any such default.

10. The Lease is and shall be subject and subordinate in all respects to the Mortgage as security for, among other things, the Financial Accommodations and the Covenants, and subordinate to any renewal, consolidation, modification, substitution, amendment, replacement or extension thereof (collectively an

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“Amendment”), with the same force and effect as if the Mortgage and all Amendments, if any, had been executed, delivered and/or recorded prior to the execution, delivery and/or recordation of the Lease.

[signature page follows]


**COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____**

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, this Agreement has been duly executed and delivered as of the day and year first above written.

ARMON, INC.,
a Delaware corporation

By: 
Brian L. Ramsey, President

Consented and agreed to as of the date first set forth above.

2265 CARLSON, LLC,
an Illinois limited liability company

By: 
Name: BRIAN MORAN
Title: MANAGER

The PrivateBank and Trust Company,
as Administrative Agent,

By: _____
Name: _____
Title: _____

[Signature page to Tenant Estoppel Certificate (Northbrook)]

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, this Agreement has been duly executed and delivered as of the day and year first above written.

ARMON, INC.,
a Delaware corporation

By: _____
Brian L. Ramsey, President

Consented and agreed to as of the date first set forth above.

2265 CARLSON, LLC,
an Illinois limited liability company

By: _____
Name: _____
Title: _____

The PrivateBank and Trust Company,
as Administrative Agent,

By: Matthew J. Gibbons
Name: MATTHEW J. GIBBONS
Title: MANAGING DIRECTOR

Property of Cook County Clerk's Office

[Signature page to Tenant Estoppel Certificate (Northbrook)]

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STATE OF ILLINOIS)
) S.S.
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Brian L. Ramsey, the President of Armon, Inc., a Delaware corporation, 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 he signed and delivered the said instrument as his 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 30th day of July, 2013.



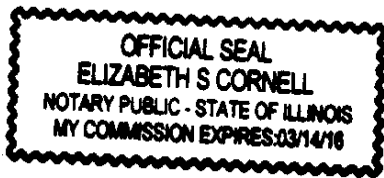
E. S. Cornell
Notary Public

My commission expires:
3/14/2016

STATE OF ILLINOIS)
) S.S.
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Brian K Moran, the MEMBER of 2265 Carlson, LLC, an Illinois limited liability company, 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 he signed and delivered the said instrument as his 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 30 day of July, 2013.



E. S. Cornell
Notary Public

My commission expires:
3/14/2016

[Notary page to Tenant Estoppel Certificate (Northbrook)]

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STATE OF ILLINOIS)
) S.S.
COUNTY OF Lake)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Matthew Gibbons, the MD of **THE PRIVATEBANK AND TRUST COMPANY**, an Illinois state chartered bank, 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 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 31st day of July, 2013.



[Signature]
Notary Public

My commission expires:

4-2-17

[Notary page to Tenant Estoppel Certificate (Northbrook)]

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EXHIBIT "A"
LEGAL DESCRIPTION

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 1/2 of the Southwest 1/4 of Section 15, Township 42 North, Range 12, according to the plat thereof recorded March 12, 1997 as document 97170185, 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, and that part of Lot 1 in Glenbrook Industrial Park United Number 3, being a subdivision in the Southwest 1/4 of Section 15, Township 42 North, Range 12, according to the plat thereof recorded July 15, 1998 as document 98611566, East of the Third Principal Meridian, in Cook County, Illinois.

Property Address: 2265 Carlson Drive, Northbrook, Illinois 60062

PINS: 04-15-301-019-0000; 04-15-301-020-0000

Cook County Clerk's Office