

COOK COUNTY, ILLINOIS
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SUBORDINATION AGREEMENT

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This Agreement is made and entered into this 19th day of October, 1990 among Protopak Engineering Corporation, an Illinois corporation ("Tenant") with a mailing address of 950 Pratt Avenue, Elk Grove Village, Illinois 60007, Amalgamated Trust and Savings Bank, as Trustee under Trust Agreement dated February 28, 1987 and known as Trust No. 5242 ("Landlord") with a mailing address of One West Monroe, Chicago, Illinois 60606, Attn: Land Trust Department and The Canada Life Assurance Company, Landlord's Mortgagee ("Mortgagee"), with a mailing address of c/o its Servicing Agent, Mid-North Financial Services, Inc., 205 West Wacker Drive, Chicago, Illinois 60606.

WITNESSETH:

WHEREAS, Tenant entered into a lease dated June 30, 1981 as amended October 7, 1985, August 1, 1988 and February 1, 1990 with Landlord's predecessor, whereby Landlord demised to Tenant the premises described in said lease (the "Leased Premises") and located on the real estate legally described in Exhibit "A" attached hereto and made a part hereof (the "Real Estate"); said lease together with any amendments, modifications, renewals or extensions thereof, whether now or hereafter existing, shall be hereinafter referred to as the "Lease"; and

WHEREAS, Landlord and Amalgamated Trust and Savings Bank, as Trustee under Trust Agreement dated February 28, 1987 and known as Trust No. 5243 have contemporaneously with this Agreement executed and delivered a Mortgage and Assignment of Rents and Leases (collectively, the "Mortgage") encumbering the Real Estate to Mortgagee to secure an indebtedness evidenced by a note in the principal amount of One Million Nine Hundred Thousand Dollars (\$1,900,000.00); and

WHEREAS, Mortgagee, as a condition to making the loan secured by the Mortgage ("Loan"), has required this subordination of Tenant's leasehold interest in said Real Estate to the lien of its mortgage, which subordination Tenant is willing to execute in order to facilitate the closing of the Loan;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and in consideration of One Dollar (\$1.00) by each of the parties hereto paid to the other, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby covenant and agree as follows:

(1) Tenant represents and warrants to Mortgagee that Tenant has delivered to Mortgagee concurrently herewith a true, correct and complete copy of the Lease (including all amendments or modifications thereof) and Tenant hereby agrees not to amend or modify the Lease without the prior written consent of Mortgagee.

(2) Tenant hereby represents and warrants to Mortgagee, as of the date hereof, that there are no known defaults on the part of the Landlord under the Lease and that all of the agreements and provisions therein are in full force and effect, and

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EXHIBIT

1. The first part of the document is a list of names and addresses of the parties to the case. The names are listed in alphabetical order, and the addresses are listed below each name. The names are: [illegible]

2. The second part of the document is a list of the names and addresses of the witnesses who have been called by each party. The names are listed in alphabetical order, and the addresses are listed below each name. The names are: [illegible]

3. The third part of the document is a list of the names and addresses of the attorneys who have been called by each party. The names are listed in alphabetical order, and the addresses are listed below each name. The names are: [illegible]

4. The fourth part of the document is a list of the names and addresses of the judges who have been called by each party. The names are listed in alphabetical order, and the addresses are listed below each name. The names are: [illegible]

5. The fifth part of the document is a list of the names and addresses of the clerks who have been called by each party. The names are listed in alphabetical order, and the addresses are listed below each name. The names are: [illegible]

6. The sixth part of the document is a list of the names and addresses of the court reporters who have been called by each party. The names are listed in alphabetical order, and the addresses are listed below each name. The names are: [illegible]

7. The seventh part of the document is a list of the names and addresses of the court stenographers who have been called by each party. The names are listed in alphabetical order, and the addresses are listed below each name. The names are: [illegible]

8. The eighth part of the document is a list of the names and addresses of the court interpreters who have been called by each party. The names are listed in alphabetical order, and the addresses are listed below each name. The names are: [illegible]

9. The ninth part of the document is a list of the names and addresses of the court translators who have been called by each party. The names are listed in alphabetical order, and the addresses are listed below each name. The names are: [illegible]

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that Tenant has received no notice of a prior sale, transfer, assignment, hypothecation, or pledge of the Lease or of the rents secured therein, except to Mortgagee.

(3) Tenant hereby agrees that all its right, title and interest in and under the Lease is and shall be subject and subordinate to the lien of the Mortgage and any and all of the terms and provisions thereof, including but without limitation, the rights of Mortgagee under such Mortgage to the use and disposition of insurance and condemnation proceeds in accordance with the terms and subject to the limitations of the Mortgage, insofar as each affects the Real Estate, and to all renewals, modifications, consolidations, replacements, and extensions of each thereof, in the same manner and to the same extent as if such Lease had been executed subsequent to the execution, delivery and recording of the Mortgage.

(4) Tenant hereby warrants and represents to Mortgagee that there has been no assignment of its rights or interests under the Lease to any party.

(5) Tenant agrees that upon receipt of written notice from Mortgagee of an uncured default by Landlord under the Mortgage or the Note secured by the Mortgage, all checks for all or any part of rentals and other sums payable by Tenant under the Lease shall be delivered to and drawn to the exclusive order of Mortgagee until Mortgagee or a court of competent jurisdiction direct otherwise.

(6) If Mortgagee is entitled to foreclose the Mortgage, Mortgagee and its successors in interest under the Mortgage will not terminate the Lease nor join Tenant in summary or foreclosure proceedings so long as Tenant is not in default (beyond any grace period set forth in the Lease for curing such default) under any of the terms, covenants, or conditions of the Lease. If Mortgagee, its successors, assigns, nominees, or any other party shall acquire title to the Premises by foreclosure, deed in lieu of foreclosure or otherwise and Tenant is not then in default (beyond any grace period set forth in the Lease for curing such default) with respect to any covenants or conditions of the Lease to be performed by Tenant, Tenant shall, subject to the terms, conditions and provisions of the Lease, peaceably hold and enjoy the Premises for the remainder of the unexpired term thereof, including any extensions, which possession shall be without hindrance or interruption as a result of the foreclosure. The Lease shall be deemed to be a direct lease between tenant and Mortgagee in such event, and Mortgagee shall thereafter have all the rights and remedies of Landlord.

(7) If the Mortgagee or its designee shall, in accordance with the foregoing, succeed to the interest of the Landlord under the Lease, the Tenant agrees, from and after such event, to attorn to the Mortgagee, its designee or the purchaser at any foreclosure sale of any portion or all of the Real Estate of which the Leased Premises constitutes a part, all rights and obligations under the Lease to continue as though the interest of Landlord has not terminated or such foreclosure proceedings had not been brought, and the Tenant shall have the same remedies against the Mortgagee, designee or purchaser for the breach of any agreement contained in the Lease that the Tenant might have under the Lease against the Landlord; provided, however, that the Mortgagee, designee or purchaser shall not be:

(a) liable for any act or omission of any prior landlord (including the Landlord);

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(b) subject to any offsets or defenses which the Tenant might have against any prior landlord (including the Landlord);

(c) 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);

(d) bound by any amendment or modification of the Lease made without the consent of Mortgagee subsequent to the date hereof.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(8) Nothing in this Agreement shall in any way impair or affect the lien created by the Mortgage.

(9) Tenant will in no event subordinate or agree to subordinate the Lease to any other lien or encumbrance affecting the Premises without the express written consent of Mortgagee, its successors and assigns and any such subordination or agreement without such consent of Mortgagee or its successors or assigns, shall be void and of no force and effect.

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

TENANT:

PROTOPAK ENGINEERING CORPORATION,
a n Illinois corporation

By: *Deans J. Clarke*

Name: DEANS J. CLARKE

Title: PRESIDENT

[SEAL]

ATTEST:

By: *Robert W. Sachse*

Name: ROBERT W. SACHSE

Title: Vice President

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David B. Goss, Esq.
Rudnick & Wolfe
203 North LaSalle Street
Suite 1800
Chicago, Illinois 60601

THIS INSTRUMENT WAS PREPARED BY AND AFTER RECORDING MAIL TO:

By: Stacy B. Ballard
Name: Stacy B. Ballard
Title: Assistant Vice President

By: Mid-North Financial Services, Inc., its servicing agent

THE CANADA LIFE ASSURANCE COMPANY

MORTGAGEE:

By: Beatrice Spargo
Name: BEATRICE SPARGO
Title: Att. Secretary

ATTEST:

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[SEAL]

By: Edward C. Smeeth
Name: EDWARD C. SMEETH
Title: VICE PRESIDENT

AMALGAMATED TRUST AND SAVINGS BANK, as trustee under Trust No. 5242

TRUSTEE:

This instrument is executed by AMALGAMATED TRUST AND SAVINGS BANK, not personally but solely as trustee, as provided in the covenants and conditions to the mortgage hereunder by AMALGAMATED TRUST AND SAVINGS BANK and undertaken by it solely as trustee, as provided and not individually, and no personal liability shall be asserted or be enforceable against AMALGAMATED TRUST AND SAVINGS BANK by reason of any of the covenants, statements, representations or warranties contained in this instrument.

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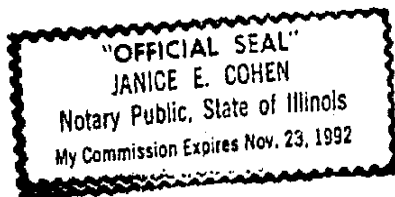
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, JANICE E. COHEN, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that DENNIS J. CLARKE, President of Protopak Engineering Corporation, a n Illinois corporation, and ROBERT W. SAENSE, VICE PRESIDENT of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such respective officers, appeared before me this day in person and acknowledged that they signed and delivered such instrument as their own free and voluntary acts 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 this 19th day of October, 1990.

Janice E. Cohen
Notary Public

My Commission Expires:



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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

MICHELE HOISTRA

I, MICHELE HOISTRA, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that EDWARD C. SWEIGARD, personally known to me to be the VICE PRESIDENT President of Amalgamated Trust and Savings Bank, and BEATRICE SPARGO, personally known to me to be the Secretary Secretary of said bank and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such VICE PRESIDENT and Secretary they signed and delivered the said instrument as their free and voluntary act and the free and voluntary act of said bank, as trustee, and caused the seal of said bank, as trustee to be affixed thereto, as their free and voluntary act, and as the free and voluntary act and deed of said bank, as trustee, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 5th day of November, 1990.

Michele Hoistra
Notary Public

My Commission Expires:



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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, NANCY R. CASTRO, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that STACY B. BALLARD, of MID-NORTH FINANCIAL SERVICES, INC., an Illinois corporation, personally known to me to be the same person whose names is subscribed to the foregoing instrument as such respective officers, appeared before me this day in person and acknowledged that he/she signed and delivered such instrument as his/her own free and voluntary acts 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 this 11th day of NOVEMBER, 1990 ~~October, 1990~~.

" OFFICIAL SEAL "
NANCY R. CASTRO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 4/7/92

Nancy R. Castro
Notary Public

My Commission Expires:

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11/11/2011

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EXHIBIT A

PARCEL 1

LOT 28 (EXCEPT THE EAST 6.25 FEET THEREOF), ALL OF LOTS 29 AND 30 AND THE EAST 43.75 FEET OF LOT 31, IN CENTEX INDUSTRIAL PARK UNIT 22, BEING A SUBDIVISION IN SECTION 34, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2

LOT 31 (EXCEPT THE EAST 43.75 FEET THEREOF) ALL OF LOT 32 AND LOT 33 (EXCEPT THE WEST 52.00 FEET THEREOF), IN CENTEX INDUSTRIAL PARK UNIT 22, BEING A SUBDIVISION IN SECTION 34, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 950 and 1000 Pratt Avenue
Elk Grove Village, Illinois

P.I.N.: 08-34-305-035
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