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Loan No. 337532
RECORDING REQUESTED BY

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2006 075825

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WHEN RECORDED MAIL TO

MICHAEL A. BROWN
RECORDER

The Northwestern Mutual Life Ins. Co.
720 East Wisconsin Ave. - Rm N16WC
Milwaukee, WI 53202
Attn: Robin Miller

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT is entered into as of the 26 day of June, 2006, between ELECTRIC COATING TECHNOLOGIES LLC, a Delaware limited liability company, whose mailing address is c/o Bouchard Group LLC, 3 Beaver Street, Sewickley, Pennsylvania, 15143, Attention: Mr. James Bouchard ("Tenant"), CJF4 LLC, a Delaware limited liability company, whose mailing address is c/o Wildman, Harrold, Allen & Dixon LLP, 225 West Wacker Drive, Suite 2800, Chicago, Illinois 60606-1229, Attention: Kathleen Gilligan ("Borrower"), and THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY, a Wisconsin corporation ("Lender"), whose address for notices is 720 East Wisconsin Avenue, Milwaukee, WI 53202, Attention: Real Estate Investment Department, Reference Loan No. 337532.

RECITALS

A. Tenant is the lessee or successor to the lessee, and Borrower is the lessor or successor to the lessor under a certain lease dated January 25, 2002 and amended, modified or supplemented as follows: Assignment of Lease Agreement dated June 4, 2003; First Amendment to Lease Agreement dated June 4, 2003; and Lease Amendment dated March 1, 2005. Such documents, along with the lease, are hereby referred to herein as the "Lease".

B. Lender has made, or will make, a mortgage loan to be secured by a mortgage, deed to secure a debt or deed of trust from Borrower for the benefit of Lender (as it may be amended, restated or otherwise modified from time to time, the "Lien Instrument") encumbering the fee title to and/or leasehold interest in the land described in Exhibit A attached hereto and the improvements thereon (collectively, the "Property"), wherein the premises covered by the Lease (the "Demised Premises") are located.

C. Borrower and Lender have executed, or will execute, an Absolute Assignment of Leases and Rents (the "Absolute Assignment"), pursuant to which (i) the Lease is assigned to Lender and (ii) Lender grants a license back to Borrower.

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permitting Borrower to collect all rents, income and other sums payable under the Lease until the revocation by Lender of such license, at which time all rents, income and other sums payable under the Lease are to be paid to Lender.

D. Lender has required the execution of this Agreement by Borrower and Tenant as a condition to Lender making the requested mortgage loan or consenting to the Lease.

E. Tenant acknowledges that, as its consideration for entering into this Agreement, Tenant will benefit by entering into an agreement with Lender concerning Tenant's relationship with any purchaser or transferee of the Property (including Lender) in the event of foreclosure of the Lien Instrument or a transfer of the Property by deed in lieu of foreclosure (any such purchaser or transferee and each of their respective successors or assigns is hereinafter referred to as "Successor Landlord").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Tenant, Borrower and Lender agree as follows:

1. Tenant and Borrower agree for the benefit of Lender that:
 - (a) Tenant shall not pay, and Borrower shall not accept, any rent or additional rent more than one month in advance;
 - (b) Except as specifically provided in the Lease, Tenant and Borrower will not enter into any agreement for the cancellation of the Lease or the surrender of the Demised Premises without Lender's prior written consent;
 - (c) Tenant and Borrower will not enter into any agreement amending or modifying the Lease without Lender's prior written consent, except for amendments or modifications specifically contemplated in the Lease, including without limitation those confirming the lease commencement date, the rent commencement date, the term, the square footage leased, the renewal or extension of the Lease, or the leasing of additional space at the Property;
 - (d) Tenant will not terminate the Lease because of a default thereunder by Borrower unless Tenant shall have first given Lender written notice and a reasonable opportunity to cure such default;
 - (e) Tenant, upon receipt of notice from Lender that it has exercised its rights under the Absolute Assignment and revoked the license granted to Borrower to collect all rents, income and other sums payable under the

Lease, shall pay to Lender all rent and other payments then or thereafter due under the Lease, and any such payments to Lender shall be credited against the rent or other obligations due under the Lease as if made to Borrower;

- (f) Tenant will not conduct any dry cleaning operations on the Demised Premises using chlorinated solvents;
- (g) Except in the normal course of Tenant's business and at all times in accordance with applicable law, Tenant will not use any chlorinated solvents in the operation of its business on the Demised Premises; and
- (h) Tenant shall pay any and all termination fees due and payable under the Lease directly to Lender.

2. The Lease is hereby subordinated in all respects to the Lien Instrument and to all renewals, modifications and extensions thereof, subject to the terms and conditions hereinafter set forth in this Agreement, but Tenant waives, to the fullest extent it may lawfully do so, the provisions of any statute or rule of law now or hereafter in effect that may give or purport to give it any right or election to terminate or otherwise adversely affect the Lease or the obligations of Tenant thereunder by reason of any foreclosure proceeding. Lender shall not join Tenant in any foreclosure proceeding except to the extent necessary to enforce its rights under the Lien Instrument and the Absolute Assignment, provided such joinder shall not affect Tenant's rights under the Lease in accordance with this Agreement.

3. Borrower, Tenant and Lender agree that, unless Lender shall otherwise consent in writing, the fee title to, or any leasehold interest in, the Property and the leasehold estate created by the Lease shall not merge but shall remain separate and distinct, notwithstanding the union of said estates either in Borrower or Tenant or any third party by purchase, assignment or otherwise.

4. If the interests of Borrower in the Property are acquired by a Successor Landlord:

- (a) If Tenant shall not then be in default in the payment of rent or other sums due under the Lease or be otherwise in material default under the Lease, Lender agrees not to affect or disturb Tenant's right to possession of the Leased Premises, and the Lease shall not terminate or be terminated and the rights of Tenant thereunder shall continue in full force and effect except as provided in this Agreement;
- (b) Tenant agrees to attorn to Successor Landlord as its lessor; Tenant shall be bound under all of the terms, covenants and conditions of the Lease for the balance of the term thereof, including any renewal options which are exercised in accordance with the terms of the Lease;

- (c) The interests so acquired shall not merge with any other interests of Successor Landlord in the Property if such merger would result in the termination of the Lease;
- (d) If, notwithstanding any other provisions of this Agreement, the acquisition by Successor Landlord of the interests of Borrower in the Property results, in whole or part, in the termination of the Lease, there shall be deemed to have been created a lease between Successor Landlord and Tenant on the same terms and conditions as the Lease, except as modified by this Agreement, for the remainder of the term of the Lease with renewal options, if any; and
- (e) Successor Landlord shall be bound to Tenant under all of the terms, covenants and conditions of the Lease, and Tenant shall, from and after Successor Landlord's acquisition of the interests of Borrower in the real estate, have the same remedies against Successor Landlord for the breach of the Lease that Tenant would have had under the Lease against Borrower if the Successor Landlord had not succeeded to the interests of Borrower; provided, however, that Successor Landlord shall not be:
- (i) Liable for the breach of any representations or warranties set forth in the Lease or for any act, omission or obligation of any landlord (including Borrower) or any other party occurring or accruing prior to the date of Successor Landlord's acquisition of the interests of Borrower in the Demised Premises, except for any repair and maintenance obligations of a continuing nature as of the date of such acquisition;
 - (ii) Liable for any obligation to construct any improvements in, or make any alterations to, the Demised Premises, or to reimburse Tenant by way of allowance or otherwise for any such improvements or alterations constructed or made, or to be constructed or made, by or on behalf of Tenant in the Demised Premises;
 - (iii) Subject to any offsets or defenses which Tenant might have against any landlord (including Borrower) prior to the date of Successor Landlord's acquisition of the interests of Borrower in the Demised Premises;
 - (iv) Liable for the return of any security deposit under the Lease unless such security deposit shall have been actually deposited with Successor Landlord;

- (v) Bound to Tenant subsequent to the date upon which Successor Landlord transfers its interest in the Demised Premises to any third party, except for any obligations of Successor Landlord which have accrued while it holds title to the Demised Premises;
- (vi) Liable to Tenant under any indemnification provisions set forth in the Lease; or
- (vii) Liable for any damages in excess of Successor Landlord's equity in the Property.

The provisions of this paragraph shall be effective and self-operative immediately upon Successor Landlord succeeding to the interests of Borrower without the execution of any other instrument.

5. Tenant represents and warrants that Tenant, all persons and entities owning (directly or indirectly) an ownership interest in Tenant and all guarantors of all or any portion of the Lease: (i) are not, and shall not become, a person or entity with whom Lender is restricted from doing business with under regulations of the Office of Foreign Assets Control ("OFAC") of the Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated Nationals and Blocked Persons list) or under any statute, executive order (including, but not limited to, the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action; (ii) are not, and shall not become, a person or entity with whom Lender is restricted from doing business with under the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001 or the regulations or orders thereunder; and (iii) are not knowingly engaged in, and shall not engage in, any dealings or transaction or be otherwise associated with such persons or entities described in (i) and (ii) above.

6. This Agreement may not be modified orally or in any other manner except by an agreement in writing signed by the parties hereto or their respective successors in interest. In the event of any conflict between the terms of this Agreement and the terms of the Lease, the terms of this Agreement shall prevail. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, successors and assigns, and shall remain in full force and effect notwithstanding any renewal, extension, increase, or refinance of the indebtedness secured by the Lien Instrument, without further confirmation. Upon recorded satisfaction of the Lien Instrument, this Agreement shall become null and void and be of no further effect.

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

TENANT: ELECTRIC COATING TECHNOLOGIES LLC, a Delaware limited liability company

By: Craig Bouchard
Name: CRAIG BOUCHARD
Title: Manager

STATE OF Florida)
COUNTY OF Collier) ss.

Be it known, that on this 26 day of June, 2006, before me, a Notary Public, in and for said County and State, personally came _____, who acknowledged to be a Manager of ELECTRIC COATING TECHNOLOGIES LLC, a Delaware limited liability company, to me personally known to be the person who executed the foregoing instrument, and acknowledged that he executed the same freely and voluntarily for the uses and purposes mentioned in it and as the free act and deed of the said limited liability company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

June M. Meiers
My Commission DD216896
Expires June 4, 2007

June M. Meiers
Notary Public

County

My Commission Expires:

June M. Meiers
My Commission DD216896
Expires June 4, 2007

(Signatures of Borrower and Lender continued on following pages)



(Signatures continued)

BORROWER: CJF4 LLC, a Delaware limited liability company

By: CenterPoint James Fielding, LLC, its Sole Member

By: [Signature]
Name: SEAN P. MAHER
Its: Vice President VICE PRESIDENT

By: [Signature]
Name: Michael A. Tortorici
Its: Assistant Secretary Assistant Secretary

STATE OF ILLINOIS)
) ss.
COUNTY OF DUPAGE)

On this 7th day of August, 2006, before me, the undersigned notary public, personally appeared Sean P. Maher and Michael A. Tortorici, proved to me through satisfactory evidence of identification, which was a Driver's License, to be the person whose name is signed on the preceding attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as Vice President and Assistant Secretary respectively, of CenterPoint James Fielding, LLC, a Delaware limited liability company, the Sole Member of CJF4 LLC, a Delaware limited liability company.



Rita M. Marcinkowski
Name: Rita M. Marcinkowski
Notary Public



My commission expires: 8/12/06

(Signature of Lender continued on following pages)

EXHIBIT "A"

(Description of Property)

PARCEL 1: LOT 3, IN EAST CHICAGO ENTERPRISE CENTER, TO THE CITY OF EAST CHICAGO, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 73 PAGE 78, AND RE-RECORDED IN PLAT BOOK 74 PAGE 35, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

PARCEL 2: THE NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS, AS CREATED BY THE PLAT OF EAST CHICAGO ENTERPRISE CENTER OVER AND ACROSS PART OF LOTS 2, 3 AND 4 IN SAID SUBDIVISION.

PARCEL 3: THE NON-EXCLUSIVE EASEMENT, AS CREATED IN EASEMENT AGREEMENT, DATED AUGUST 23, 1991, RECORDED NOVEMBER 14, 1991, AS DOCUMENT NO. 9105772, UPON THE TERMS, COVENANTS AND CONDITIONS THEREIN PROVIDED, AS MODIFIED BY FIRST AMENDMENT TO EASEMENT AGREEMENT, DATED MAY 24, 1993 AND RECORDED JUNE 22, 1993, AS DOCUMENT NO. 93040205.

