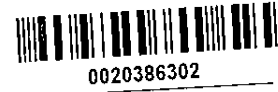


**SUBORDINATION
NON-DISTURBANCE
AND ATTORNMENT
AGREEMENT**



PREPARED BY AND RETURN TO:

Robinson, Pluymert, Piercey, MacDonald
& Amato, Ltd.
2300 Barrington Road
Suite 220
Hoffman Estates, IL 60195

This Agreement is made and entered into this 11th day of January, 2002, by and between AMERICAN ENVIRONMENTAL INTERNATIONAL, INC., an Illinois Corporation, (hereinafter referred to as "Tenant"), LASALLE BANK NATIONAL ASSOCIATION, Successor Trustee to American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated October 1, 1990, and known as Trust Number 112752-03 (the "Landlord"), and the HARRIS BANK ROSELLE, ("Mortgagee"), the Landlord, Tenant and Mortgagee sometimes collectively referred to herein as (the "Parties").

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WITNESSETH

WHEREAS, Tenant entered into that certain lease with Landlord dated June 25, 1999, a Memorandum of which was recorded August 25, 1999, as Document Number 99810922 and a copy of said memorandum is attached hereto as Exhibit B whereby Tenant leases the premises described in said lease, which are hereinafter referred to as the "leased premises" and which constitute the Real Estate legally described in Exhibit A attached hereto and made a part hereof (the "Real Estate"); said lease together with any amendments, assignments or modifications thereof, whether now or hereafter existing, shall be hereinafter referred to as the "Lease";

WHEREAS, there has been executed and delivered by Landlord to Mortgagee, a certain Mortgage dated January 11, 2002, (hereinafter the "Security Agreement" or "Mortgage") encumbering the Real Estate;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby represent, warrant, covenant and agree as follows:

1. Delivered contemporaneously herewith is a true, correct and complete copy of the Lease (including all amendments or modifications thereof) and Estoppel Agreement made by and between the Tenant, the Landlord and the Mortgagee. Tenant

BOX 333-CT

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hereby acknowledges and agrees and represents to the Mortgagee that (i) the Lease is in full force and effect and there is no existing default by Landlord thereunder, and (ii) no rents have been prepaid or security deposits given except as expressly provided for in the Lease and (iii) Tenant does not now have or hold any claim against the Landlord which might be set off or credited against future accruing rents nor is Landlord otherwise in default under the terms and conditions of the Lease.

2. The Lease is and shall be subject and subordinate to the Mortgage as herein defined insofar as it affects the Real Estate, and to all renewals, modifications, consolidations, replacements, and extensions thereof, with the same force and effect as if the Mortgage had been executed, delivered and recorded prior to the execution and delivery of the Lease, to the full extent of the principal sum secured thereby and interest accrued and from time to time unpaid thereon.

3. Tenant and Landlord hereby agree that upon receipt of written notice from Mortgagee of an uncured default by Landlord under the Mortgage or the note or notes secured by the Mortgage, and upon notice of said Landlord default also being served upon the Tenant, specifically requiring Tenant to pay rent in accordance with this Section 3, all checks for all or any part of rent, additional rent and all 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 directs otherwise, and any amounts so delivered and drawn shall be deemed paid in full for all purposes under the lease.

4. In the event it should become necessary to foreclose the Mortgage, the Mortgagee thereunder will not join the Tenant as a party defendant in any foreclosure proceedings and notwithstanding the provisions of section 2 above, mortgagee agrees that in the event of any foreclosure under the mortgage, Tenant's use and occupancy of the Premises under the Lease Agreement shall not be disturbed by Mortgagee and all provisions of the Lease shall be given effect including those related to the application of any proceeds of insurance so long as the Tenant is in compliance with the terms and conditions of the Lease.

5. In the event that the Mortgagee or its designee shall succeed to the interest of the Landlord under the Lease, the Mortgagee agrees to be bound (or to cause its designee to be bound) to the Tenant under all of the terms, covenants and conditions of the Lease, and the Tenant agrees from and after receipt by Tenant of written notice of such succession, 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 proceeding had not been brought, and the Tenant shall have the same rights and remedies against the Mortgagee, designee or purchaser for the breach of any agreement contained in the Lease that the Tenant might have under said documents against the Landlord.

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6. Nothing contained in this Agreement shall in any way impair or affect the lien created by the Mortgagee.

7. No modification, amendment, waiver or release of any provision of this Agreement shall be valid or binding for any purpose whatsoever unless made in writing and duly executed by the party against whom the same is sought to be asserted.

8. All notices, demands and requests given or required to be given hereunder shall be in writing. All such notices, demands and requests by Mortgagee to tenant shall be deemed to have been properly given if served in person or if sent by United States registered or certified mail, postage prepaid, addressed to Tenant at:

American Environmental International, Inc.
725 University Drive
Arlington Heights, IL 60004

or to such other address as Tenant may from time to time designate by written notice to Mortgagee given as herein required. All notices, demands and requests by Tenant to Mortgagee shall be deemed to have been properly given if served in person or if sent by United States registered or certified mail, postage prepaid, addressed to Mortgagee at:

Harris Bark Roselle
10 E. Irving Park Road
Roselle, IL 60172
Attn: Thomas L. Flynn

or to such other address as Mortgagee may from time to time designate by written notice to Tenant given as herein required. Notice, demands and requests given by mail in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereunder when personally delivered or two (2) days after the time such notice, demand or requests shall be deposited in the U.S. Mails, proper postage prepaid.

9. This Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that upon the assignment of the interest of the original or any successor Mortgagee hereunder, all obligations and liabilities of such Mortgagee under this Agreement shall terminate, and thereupon all such obligations and liabilities shall be the responsibility of the party or parties to whom such Mortgagee's interest is so assigned; and provided further, that the interest of Tenant under this Agreement may not be transferred or assigned, by operation of law or otherwise, without Mortgagee's, or its successors' or assigns' prior written consent.

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

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TENANT:

American Environmental International, Inc

By: *J. S. Dombro*
Its: *President*

Attest:

[Signature]

LANDLORD:

LASALLE BANK NATIONAL ASSOCIATION, Successor Trustee to American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated October 1, 1990, and known as Trust Number 112752-03

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

By: *Tracy A. Deering*
Its: *Senior Vice President*

Attest: **Attestation not required by LaSalle Bank National Association Bylaws**

MORTGAGEE:

HARRIS BANK ROSELLE

By: *[Signature]*
Its: *Senior Vice President*

Attest:

[Signature]

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

THE SOUTH 75 FEET OF THE WEST 60 FEET OF LOT 169 IN CENTEX INDUSTRIAL PARK UNIT 13, BEING A SUBDIVISION OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS AND PARKING OF VEHICLES FOR THE BENEFIT OF PARCEL 1 OVER LOT 169 (EXCEPT THE EAST 10 FEET AND EXCEPT SOUTH 75 FEET OF THE WEST 60 FEET OF LOT 169 IN CENTEX INDUSTRIAL PARK UNIT 13, BEING A SUBDIVISION OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS) CREATED BY MEMORANDUM OF LEASE AND EASEMENT AGREEMENT DATED JUNE 25, 1999 AND RECORDED AUGUST 25, 1999 AS DOCUMENT NUMBER 99810922.

PIN: 08-26-304-032-0000

Commonly Known As: 2001 Landmeier Road, Elk Grove Village, IL

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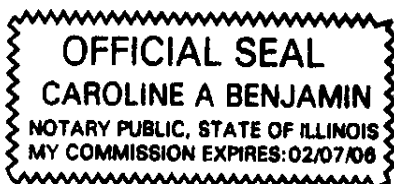
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TENANT ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Caroline A. Benjamin, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Jag S. Tandon, personally known to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he has signed and delivered said instrument as his free and voluntary act, for the uses and purposes set forth therein.

GIVEN UNDER MY HAND AND NOTARIAL SEAL this 22nd day of ~~February~~, 2002.
March




Notary Public

My commission expires: 2/7/06

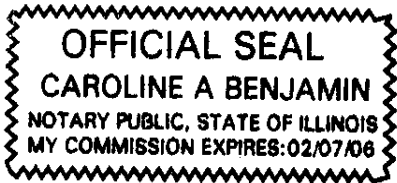
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MORTGAGEE ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, CAROLINE BENJAMIN, a Notary Public in and for said County in the State
aforesaid DO HEREBY CERTIFY THAT RICH DAVIS, personally known
to me to be the SR. V.P of HARRIS BANK ROSELLE, (the "Bank") who is
personally known to me to be the same person whose name is subscribed to the foregoing
instrument as such, appeared before me this day in person and acknowledge that he
signed, sealed and delivered the said instrument as his free and voluntary act, and as the
free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND NOTARIAL SEAL this ____ day of
February, 2002.



[Signature]
Notary Public

My commission expires: 2/7/06

COOK COUNTY CLERK'S OFFICE

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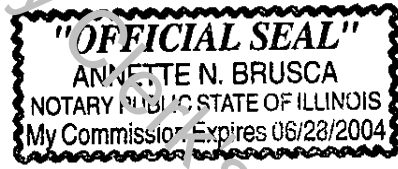
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Annette N. Brusca, a Notary Public in and for said County in the State aforesaid, do hereby certify that Dorothy A. Denning, Assistant Vice President of LaSalle Bank National Association, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Assistant Vice President, appeared before me this day in person and acknowledged that she signed and delivered said instrument as her free and voluntary act and as the free and voluntary act of said bank for the uses and purposes therein set forth.

Given under my hand and notarial seal this 21st day of March, 2002.



Notary Public



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ESTOPPEL AGREEMENT

This Estoppel Agreement, executed and delivered this ____ day of January, 2002, by AMERICAN ENVIRONMENTAL INTERNATIONAL, INC., an Illinois Corporation (the "Tenant") in favor of HARRIS BANK ROSELLE, (the "Bank") concerning the property commonly known as 2001 Landmeier Road, Elk Grove Village, IL, and legally described as:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT A

WHEREAS the Bank, and LASALLE BANK NATIONAL ASSOCIATION, Successor Trustee to American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated October 1, 1990, and known as Trust Number 112752-03, (the "Borrower") have entered, and may from time to time hereinafter enter various agreements, notes, mortgages, instruments and documents (collectively, the "Loan Agreements") providing for the Bank to loan funds and/or advance money to the Borrower.

As a condition of the Loan Agreements, the Borrower has been requested to have the Tenant execute this Estoppel Agreement.

NOW THEREFORE THE TENANT STATES AS FOLLOWS:

On dated June 25, 1999 executed a lease with the Borrower with a term of 10 YEARS and with those options to renew as contained in the Lease and with a monthly base rental of \$ 1.00. A true and correct copy of the Lease and all Amendments, Riders and or Modifications thereto is attached hereto as Exhibit A-1.

The Tenant is currently paying the above-referenced amount to the Borrower and states that the rent is paid timely to the Borrower on the first day of each month. The Tenant further certifies that rent has not been pre-paid and agrees not to prepay rent to the Borrower during the term of this lease.

The Tenant certifies that the Borrower is not currently in default on any of the terms of the lease nor has any prior Landlord under prior Leases of the property with Tenant been in default, and that there are no building code violations of which the Tenant is aware that have, not been remedied. The Tenant fully intends to continue to occupy the premises during the remainder of the lease and continue to abide by the terms of the lease.

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The Tenant acknowledges that it is aware of the existence of the Loan Documents entered into by the Borrower which include a Note and Mortgage and upon written notice from the Bank agrees to pay the monthly rental to the Bank instead of the Borrower.

This Estoppel Agreement and the Lease between the Borrower and the Tenant may only be altered, amended or modified upon the express written consent of the Bank, with a copy delivered to the Bank.

This Estoppel Agreement shall inure to the benefit of the successors and assigns of the Bank and shall be binding upon the heirs, personal representative, successors, and assignees of the Tenant.

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

TENANT

AMERICAN ENVIRONMENTAL INTERNATIONAL, INC., an Illinois Corporation

BY: JS [Signature]
ITS: PRESIDENT

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EXHIBIT A

PARCEL 1:

THE SOUTH 75 FEET OF THE WEST 60 FEET OF LOT 169 IN CENTEX INDUSTRIAL PARK UNIT 13, BEING A SUBDIVISION OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS AND PARKING OF VEHICLES FOR THE BENEFIT OF PARCEL 1 OVER LOT 169 (EXCEPT THE EAST 10 FEET AND EXCEPT SOUTH 75 FEET OF THE WEST 60 FEET OF LOT 169 IN CENTEX INDUSTRIAL PARK UNIT 13, BEING A SUBDIVISION OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS), CREATED BY MEMORANDUM OF LEASE AND EASEMENT AGREEMENT DATED JUNE 25, 1999 AND RECORDED AUGUST 25, 1999 AS DOCUMENT NUMBER 99810922.

PIN: 08-26-304-032-0000

Commonly Known As: 2001 Landmeier Road, Elk Grove Village, IL

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GROUND LEASE AND EASEMENT AGREEMENT

This Ground Lease and Easement Agreement is made as of this 25th day of June, 1999, between American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated October 1, 1990 and known as Trust Number 112752-03, hereinafter referred to as Lessor, Amitron Corporation, an Illinois Corporation, as Beneficiary, and American Environmental International, Inc., an Illinois corporation, hereinafter referred to as Lessee, and hereby revokes and cancels that certain lease made the 12th day of October, 1998, by and between the parties.

WITNESSETH:

A. GRANT OF LEASE, DESCRIPTION OF PROPERTY, AND DURATION OF LEASE

1. Lessor, in consideration of rents hereinafter reserved and of agreements herein of Lessee, to be kept, performed and fulfilled, leases to Lessee the property legally described on Exhibit A attached hereto and by this referenced incorporated herein (the "Leased Premises"). To have and to hold the Leased Premises with rights, privileges, easements and appurtenances thereunto attaching and belonging, to Lessee for the term of 99 years from and after the Twenty Fifth (25th) day of June, in year 1999; that is to say, from the Twenty Fifth day of June, in year 1999 until the Twenty Fourth day of June, in year 2098, paying rent therefor, and yielding possession thereof as hereinafter provided.

Upon termination of this lease, the cogeneration facility equipment and housing structure incident thereto may be removed by Lessee, at Lessee's sole cost and expense. Lessor and Lessee acknowledge that the cogeneration facility and housing structure incident thereto are to be owned by and shall be the property of Lessee.

2. Lessor and Beneficiary warrant that no lien, exception to title or encumbrance on the real property described in Exhibit A hereto exists on the date of this Lease. Further, from the date of this Lease through the expiration or prior termination of the term hereof, neither Lessor nor Beneficiary shall create or suffer to be created any lien or encumbrance upon or affecting the real property described in Exhibit A hereto or any portion thereof which shall be prior to or superior to this Lease or to the interest of Lessee hereunder.

Lessor and Beneficiary warrants that none of the terms or provisions of this Lease conflict with any of the terms or provisions contained in any document or agreement, whether written or oral, affecting the real property described in Exhibit A hereto, and that the terms and provisions of any document or agreement, whether written or oral, affecting the real property described in Exhibit A hereto do not conflict with any of the terms or provisions of this Lease.

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Beneficiary warrants that it is the sole beneficiary of the Lessor and has the sole power of direction of the Lessor.

3. Lessor and Beneficiary covenant that Lessor owns in fee the real property described in Exhibit A hereto, that Lessor and Beneficiary have full right to make this Lease and that Lessee shall have quiet and peaceful possession of the Leased Premises as against any adverse claim or any party.

B. RENT

1. Lessee agrees to pay to Beneficiary as rent for the Leased Premises One Dollar (\$1.00), and other good and valuable consideration, payable in annual installments on the first day of year at Elk Grove Village, Illinois.

2. Any installment of rent accruing under provisions of this lease, which shall not be paid within 15 days of its due date, shall accrue a late fee equal to 5% of the rental installment to be paid with the rental payment.

C. ERECTION OF COGENERATION PLANT BY LESSEE

1. Lessee agrees to erect, finish and complete at his own expense, with all reasonable dispatch, and with no further delays than may be necessary and unavoidable, on the Leased Premises, a gas lined furnace as a cogeneration electrical facility (the "Building"), and have the same, in any event, complete and ready for use and fully paid for, and free from all mechanics' liens and free from any and all claims liable to ripen into mechanics' liens, on or before the first day of _____, 19____, which building shall be constructed per the plans and specifications attached hereto and by this reference incorporated herein.

D. ASSIGNMENT OF LEASE

1. Lessee may, at any time, assign, transfer or sell this lease, by way of mortgage or assignment for collateral purposes.

2. Lessee may, when there is a Building erected which shall conform to requirements of this Lease and free from mechanics' liens and possibility thereof and similar claims, or earlier if consented to in writing by Lessor, sell or assign his interest in the Leased Premises and Building thereon, provided that all rents, insurance and other charges of every kind shall be paid to date of such assignment, and all agreements herein contained to be kept and performed by Lessee, shall be fully complied with at date of such assignment or conveyance. In case of such sale or assignment of lease, same shall be evidenced in writing, duly executed under seal and acknowledged by assignee, and duly recorded in recorder's office of Cook County and State of Illinois whereupon and whereby assignee shall expressly accept and assume all terms and agreements in this Lease contained to be kept and performed by Lessee, and will comply with

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and be bound by them; Lessee agrees that he will not make any assignment of this lease, except in manner and on conditions as above set forth, and any assignment of the lease, leasehold interest or Building on said property, not in strict conformity with these provisions, shall be null and void.

3. Said assignee, and succeeding assignees, shall be subject to same terms and conditions as to future assignments, and the Lessee herein so assigning and conveying shall thereof and thereby then be forever released and discharged from this Lease and from agreements in this Lease contained, providing assignment shall have been made to be carried into effect an absolute and bona fide sale of Lessee's interest in Leased Premises.

E. TAXES

1. Beneficiary agrees to pay all taxes and assessments, general and special, and all other impositions, ordinary and extraordinary, of every kind and nature whatsoever, levied or assessed against the Leased Premises, or any part thereof, on any buildings or improvements situated thereon, when due. Beneficiary shall provide Lessee with proof of payment of the real estate taxes no later than 10 days from the due date of said taxes or assessments.

2. In case, at any time, Beneficiary fails to make payment of real estate taxes or other assessments, and upon 30 days written notice from Lessee to Lessor and/or Beneficiary, that Beneficiary has not paid said taxes, including penalties and interest thereon, Lessee may, but is not obligated, to pay said real estate taxes. Beneficiary shall immediately reimburse Lessee for said payment. If Beneficiary fails to make said payment within 30 days, Lessee may, in addition to any remedies it may have in law or in equity, offset the payment of said tax as a deduction against rental payments to Beneficiary, or Lessee may cease providing electricity to any of Beneficiary's facilities until Lessee receives said payment.

F. CONDEMNATION OF LEASED PREMISES

If all or any portion of the Leased Premises is taken by appropriation to public use, under right of eminent domain, during term of this lease, this Lease shall terminate and any award received for taking shall be paid to Lessee.

G. INSURANCE

Beneficiary shall keep insured during the Lease Term any and all Buildings or improvements that may be built or placed on Leased Premises, in a good and responsible company or companies, as may be approved by Lessee, to an amount of not less than the greater of replacement cost or One Million Six Hundred Thousand Dollars (\$1,600,000.00) of replacement coverage, and all policies issued, and renewals thereof, of all such insurance on the buildings or improvements to the amount of the greater of replacement cost or One Million Six Hundred Thousand Dollars (\$1,600,000.00), which shall name Lessee as an additional insured

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and any leasehold mortgagee as a mortgagee loss payee. Insurance coverage for the Building shall be obtained as a separate policy.

2. In case Beneficiary shall neglect to insure and keep insured the Buildings and improvements on the Leased Premises, Lessee may, at its election, cure and renew such insurance, and, at Lessee's election, cease providing electricity to any of Beneficiary's facilities until Lessee receives said payment.

H. MORTGAGE BY LESSEE

Lessee may at any time mortgage or convey by deed of trust in the nature of a mortgage, its estate in the Leased Premises and any Building or improvement then or thereafter situate thereon; provided, that Lessor shall not have, prior thereto, given written notice to Lessee that Lessee is then in material default in any of the material agreements herein contained to be kept, observed and performed by Lessee and shall have paid all rents, assessments, insurance premiums and all other charges of every kind which shall have accrued hereunder; and provided further, that no mortgagee or trustee or anyone to claim by, through or under such mortgage or deed of trust, shall, by virtue thereof, acquire any greater rights in the Leased Premises and any Building or improvement thereon than Lessee then has under this Lease; and provided further, that such mortgage or deed of trust shall be subject to all the conditions and obligations of this Lease and to the rights of Lessor thereunder.

I. PAYMENTS BY LESSEE OF ENCUMBRANCES ON LEASED PROPERTY

If the interest on any encumbrance against the property of which the Leased Premises form a part and to which encumbrance this Lease is subordinate, shall not have been paid at the time the same becomes due and payable, Lessee is hereby authorized, but not obligated, to pay same and charge the amount so paid against the rents accruing under this Lease and such payment of interest shall in every respect have the same effect as though the amount thereof had been paid as rent to Lessor; and in event Lessor and/or Beneficiary shall not have paid the principal of encumbrance or mortgage when the same becomes due, whether by expiration of time or by reason of the mortgagee or incumbrancee having declared the same to be due by reason of default, then Lessee shall have the right to purchase said encumbrance and deal with the same as its own property, and such purchase of said incumbrance shall not be deemed a merger, but Lessee so purchasing such incumbrance, or the notes secured thereby, shall in all respects have the right to deal therewith as though Lessee was in all respects a stranger to the title to Leased Premises and not otherwise interested therein; and in event of any foreclosure sale, Lessee shall have the right, but shall not be obligated, to purchase such property at such sale with like effect of relief from any claim of merger arising therefrom. If Lessee shall pay any interest or other charge pursuant to this Paragraph I, at Lessee's election, it may cease providing electricity to any of Beneficiary's facilities until Lessee receives said payment.

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J. REPAIRS

Lessee shall, at his own expense, keep the Building on the Leased Premises in good repair and condition, so that security furnished by the Building shall not at any time be impaired or diminished in value.

K. LOSS OR DAMAGE BY FIRE

In case of loss or damage by fire or otherwise to the Building now or hereafter standing on the Leased Premises, Lessee will, within 9 months after such loss, injury or destruction, repair or rebuild the same in such manner that the building on the Leased Premises, after such repairing or rebuilding, shall be of the same general character and at least equal in value to the building which was standing on the Leased Premises at the time of such loss, injury or destruction, and Lessee will pay for such repairing or rebuilding so that the Leased Premises and the building at any time situated thereon shall be free and clear of any and all mechanic's and other similar liens, and Lessee will at all times during the continuance of this Lease keep and maintain on the Leased Premises a building which shall be of the same general character and at least equal in value to the building now situated on the Leased Premises. Notwithstanding the provisions of this Paragraph K, for so long as Success National Bank shall remain as Mortgagee for Lessee with respect to the Leased Premises, at Success National Bank's election, any insurance proceeds which are recovered on account of loss or damage by fire or otherwise may be applied against outstanding amounts owed by Lessee to Success National Bank on said mortgage.

L. EASEMENT

Lessor hereby grants an easement over its Property legally described in Exhibit B attached hereto and by this reference, incorporated herein, for the purpose of ingress and egress to the Leased Premises for the purpose of constructing, maintaining and protecting the facility and or improvements and for the parking of vehicles. This easement shall run with the land.

Further, Lessor hereby grants an easement over its Property legally described in Exhibit B attached hereto and by this reference, incorporated herein, for the purpose of granting to Lessee full access to all utilities, including but not limited to gas, electrical, telephone, water and sewer, and any and all other easements which are, or in futuro, may be necessary or appropriate for Lessee to operate the Building as an electrical cogeneration facility. The easements granted herein shall run with the land.

M. BREACH OF LEASE

1. In case, at any time, default shall be made by Lessee, in the payment of any rent herein provided for on the day the same becomes due or payable, and such default shall continue 30 days (after notice thereof in writing by lessor, or their agents or attorneys to lessee), or in case Lessee shall fail to keep insured the Building or improvements which may at any time hereafter

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be on the Leased Premises as herein provided for, the agreements of this Lease by it to be kept or performed, then in any or either of such events, it shall and may be lawful for lessor at its election, at or after the expiration of 30 days' previous notice in writing to declare the demised term ended and to enter into the Leased Premises and the Building and improvements situated thereon, or any part thereof, with process of law. In the event of a default by Lessor, Beneficiary or Lessee pursuant to the terms of this Ground Lease and Lease Agreement, any default notices shall be promptly sent to Lessee's Mortgagee of record. Should the default not be cured within the applicable cure time, and a mortgage on the Leased Premises is then in effect, Beneficiary shall send to Lessee's Mortgagee a second written notice of default after said 30 day cure period, and all parties hereto agree to permit Mortgagee the opportunity to cure any said default for a period of 30 days after the second notice of default has been sent.

N. LESSOR REQUIRED MINIMUM PAYMENTS TO LESSEE

As an inducement for Lessee to enter into this Ground Lease and to erect the cogeneration facility on Lessor's property, and notwithstanding any terms to the contrary which may be contained in the Energy Services Agreement with Amitron Corporation dated October 11, 1997, as amended from time to time, Beneficiary hereby agrees to pay Lessee a minimum monthly Electrical Energy Charge of \$19,800.00 per month for a one hundred twenty (120) month period commencing with the date upon which the end loan between Lessee and Success National Bank, and relating to the construction of the subject cogeneration facility, is funded.

O. NOTICES

Any notice required under this Lease shall be sent by certified mail, return receipt requested to the parties at the following addresses.

If to Lessor:	American National Bank, Trust No. 112752-03 S. LaSalle. Chicago, IL 60603
If to Beneficiary	Amitron Corporation 2001 Landmeier Road Elk Grove Village, IL 60007
If to Lessee:	American Environmental International, Inc. 725 W. University Drive Arlington Heights, IL 60004
With copies to:	Success Nation Bank, or its successors and/or assigns One Marriott Dr. Lincolnshire, IL 60069 Attn: Christa Calabrese, Executive Vice President

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And to:

Schwartz & Freeman
401 N. Michigan Ave.
Chicago, IL 60611
Attn: Edward Halper, Esq.

P. WAIVERS

No waiver of a breach of any of the agreements or provisions contained in this Lease shall be construed to be a waiver of any subsequent breach of the same or any other provision in the lease.

Q. SCOPE OF WORDS USED

Each of the expressions, phrases, terms, conditions, provisions, stipulations, admissions, promises, agreements, requirements and obligations of this Lease shall extend to and bind or inure to the benefit of (as the case may require) not only the parties hereto, but each and every of the heirs, executors, administrators and assigns of the parties hereto; and wherever in this Lease a reference to either of the parties hereto is made, such reference shall be deemed to include, wherever applicable, also a reference to the heirs, legal representatives and assigns of such party, the same as if in every case expressed, and all the conditions and agreements contained in this Lease shall be construed as running with the land.

The parties agree that this Lease or a memorandum of this Lease may be recorded with the Cook County Recorder of Deeds.

This Lease is executed by American National Bank and Trust Company of Chicago, not personally, but solely as Trustee under and pursuant to that certain Trust Agreement hereinafter described and the Trustee does not obligate itself hereunder, anything herein contained to the contrary notwithstanding, to the performance of any of the terms, conditions, and representations made and contained in the within instrument, it being specifically understood by any and all parties dealing with this instrument that said trustee has affixed its signature hereto as such Trustee by direction in behalf of the beneficiary or beneficiaries under the said trust without any intention of binding the Trustee in its individual capacity. The Trustee has no knowledge of the factual matters herein contained and all agreements, conditions and representations are made solely upon the direction in behalf of the beneficiary or beneficiaries as aforesaid, and no personal liability shall be asserted to be enforceable against said Bank by reason hereof or thereof, all such personal liability, if any, being expressly waived and released.

IN WITNESS HEREOF, the parties hereto have caused these presents to signed and its corporate seal to be hereunto affixed as of the date first above written.

UNOFFICIAL COPY

LESSOR:

American National Bank & Trust Company
of Chicago as Trustee under Trust Number
112752-03 and not individually

By: [Signature]

Its: [Signature]

Attested By: _____

Its: _____

BENEFICIARY:

Amithon Corporation

By: _____

Its: _____

Attested By: _____

Its: _____

LESSEE:

American Environmental
International, Inc.

By: [Signature]

Its: [Signature]

Attest By: [Signature]

Its: Attorney

Property of Cook County Clerk's Office

20386302

UNOFFICIAL COPY

LESSOR:

American National Bank & Trust Company
of Chicago as Trustee under Trust Number
112752-03 and not individually

By: _____

Its: _____

Attested By: _____

Its: _____

LESSEE:

American Environmental
International, Inc.

By: _____

Its: _____

Attest By: _____

Its: _____

BENEFICIARY:

Amitron Corporation

By: *Roman*

Its: *President*

Attested By: *Carl May*

Its: *Attorney*

Property of Cook County Clerk's Office

20386302

UNOFFICIAL COPY

EXHIBIT A

THE SOUTH 75.0 FEET OF THE WEST 60.0 FEET OF LOT 169 IN CENTEX INDUSTRIAL PARK UNIT 13, BEING A SUBDIVISION OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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EXHIBIT B

FOR PURPOSES OF INGRESS AND EGRESS ONLY:

LOT 169 (EXCEPT THE EAST 10.0 FEET AND THE SOUTH 75 FEET OF THE WEST 60.0 FEET THEREOF) IN CENTEX INDUSTRIAL PARK UNIT 13, BEING A SUBDIVISION OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

FOR PURPOSES OF ACCESS TO ALL UTILITIES OR TO PROVIDE CO-GENERATION SERVICES TO THE BUILDING(S) 2001-2011 HANDMEIER ROAD; ELK GROVE VILLAGE, ILLINOIS, LOTS 169, 170, 171, 172 AND 173 IN CENTEX INDUSTRIAL PARK UNIT 13, BEING A SUBDIVISION OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Cook County Clerk's Office

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