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02-03624

[NOTE: THIS FORM TO BE USED ONLY FOR LOCATIONS WHERE UBOC WILL REQUIRE A LEASEHOLD MORTGAGE]



0020791657

9493/0013 50 001 Page 1 of 9
2002-07-19 10:29:37
Cook County Recorder 37.50

RECORDING REQUESTED BY:

UNION BANK OF CALIFORNIA, N.A.,
as Administrative Agent

AND WHEN RECORDED RETURN TO:

Sheppard, Mullin, Richter & Hampton LLP
333 South Hope Street, 48th Floor
Los Angeles, California 90071
Attn: Mark A. Spitzer

IL 02-03624

Space above this line for
Recorder's use only

LANDLORD CONSENT AND MEMORANDUM OF LEASE

This Landlord Consent and Memorandum of Lease ("Consent") is granted by the undersigned Landlord to Union Bank of California, N.A., as administrative agent for the various Lenders to Industrial Container Services-IL, LLC, a Delaware limited liability company ("Tenant") and ("Borrower") in connection with the granting by Tenant of a mortgage (the "Mortgage") encumbering the Leasehold interest of Tenant created under the Lease dated November 27, 1996, between Tenant, as successor to Acme Barrel Company, Inc., and IFCO-ICS., a Delaware corporation, and Landlord (the "Leasehold") to secure the Obligations of Tenant, and any of Tenant's affiliates, to Agent and the Lenders under the Loan Documents. All capitalized terms used herein shall have the meanings set forth in Exhibit A attached hereto.

Landlord hereby consents and agrees as follows:

1. Consent to Mortgage. Landlord hereby consents to (a) the Mortgage as an encumbrance on the Leasehold, (b) to the foreclosure or enforcement of the Mortgage and (c) the assignment of the Lease in lieu of such foreclosure or enforcement of the Mortgage.

2. Preservation of Leasehold Benefits. Until such time as Agent notifies Landlord in writing that the Obligations have been satisfied, Landlord agrees:

(a) Voluntary Leasehold Termination. That Landlord will not voluntarily cancel or surrender, or accept the cancellation or surrender of, the Lease; that the

PREPARED BY:

SYLVIA LAUTSCH
C/O SHEPPARD, MULLIN, RICHTER & HAMPTON
333 S. HOPE ST. SUITE 4800
LOS ANGELES, CA. 90071

Insurance Corporation



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Landlord will not amend the Lease to increase the term of the Lease, the rent payable by Tenant under the Lease, the obligations of Tenant to maintain the Premises or any common area relating thereto, or the amount of square footage leased by Tenant (unless any such increases are automatic under the Lease) or the rights of Landlord thereunder without the prior written consent of Agent (which will not be unreasonably withheld or delayed). Agent agrees to provide its consent (or reasons for rejection of any requested consent) within 15 days after receipt of request therefor; * provided, however, that Tenant may extend or renew the Lease or purchase the Premises and any such action shall not be deemed a violation of this provision;

*Failure to provide a response within 15 days
to be deemed a consent

(b) Effect of Tenant Waiver. That Landlord will not enforce against Agent any waiver or election made by Tenant with respect to the Lease after the date of this Consent which reduces the term of the Lease in excess of six months, terminates the Lease, reduces the amount of square footage leased by Tenant, or results in a material increase in the rent or any other obligations payable by Tenant (unless any such increase in rent or other obligation is currently contained in the Lease) without the prior written consent of Agent (which will not be unreasonably withheld or delayed). Agent agrees to provide its consent (or reasons for rejection of any requested consent) within 15 days after receipt of request therefor;*

*Failure to provide a response within 15 days
to be deemed a consent

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(b) Notice to Agent. That Landlord will concurrently deliver to Agent a copy of any notice given by Landlord to Tenant under the Lease;

(c) Agent's Right to Cure Defaults. That Agent shall have the right (but not the obligation) to cure without penalty any default by Tenant under the Lease, and Landlord will allow Agent and its representatives access to the Premises for the purpose of effecting such cure; any cure by Agent shall have the same effect as cure by Tenant;

(d) Termination of Lease. That Landlord will not terminate the Lease upon a default by Tenant unless Landlord has provided concurrent notice of default to Agent as provided in subparagraph (c) above, and neither Agent nor Tenant has cured such default within the period provided for in the Lease to the extent such pursuit of a cure is not prohibited by law (including, without limitation, the automatic stay should Tenant then be the subject of a bankruptcy petition or similar debtor relief proceeding);

(e) Replacement Lease. That Landlord will give Agent prompt written notice of the termination of the Lease and, if Agent makes written request for the same within 15 days after Agent receives written notice of termination of the Lease, Landlord will enter into a new lease with Agent commencing on the date of termination of the Lease and ending on the

normal expiration date of the Lease, on the same terms and conditions as the Lease and with the same priority as against any subleases or other interests in the Premises; provided that Agent cures all unpaid monetary defaults under the Lease through the date of termination;

(f) Recognition of New Tenant. That, following foreclosure or enforcement of the Mortgage, or assignment in lieu thereof, Landlord will recognize the purchaser or assignee of the Leasehold as the Tenant under the Lease;

(g) Obligations of New Tenant. That, following any foreclosure, enforcement or assignment described in subparagraph (g), the new Tenant shall be personally obligated only for performance of obligations under the Lease commencing as of the date of such foreclosure, enforcement or assignment and, in the case Agent or any affiliate of Agent, ending as of the date of any assignment of the Lease to a successor Tenant provided that agent and/or new tenant cures all unpaid monetary defaults under the Lease for which Landlord has provided concurrent notices of default to Agent as provided in subparagraph (c) above;

(h) Assignment by New Tenant. That, following any foreclosure, enforcement or assignment described in subparagraph (g), the new Tenant shall have the right to assign the Leasehold, if such assignment is not already allowed on more lenient terms, subject to the written consent of Landlord, which consent shall not be unreasonably withheld or delayed;

(i) Insurance or Condemnation Proceeds and Proceedings. Landlord will provide reasonable prior written notice to Agent of any proceedings for adjustment or adjudication of any insurance or condemnation claim involving the Premises and will permit Agent to participate therein as an interested party.

3. Right to Pay Taxes and Senior Mortgage. Agent shall have the right, (but not the obligation) to pay any taxes payable by Landlord with respect to the Premises, and to cure any monetary or non-monetary default by Landlord under any mortgage or other encumbrance on the Premises which has priority over the Lease; and, if Agent does so pay or cure, Landlord agrees that it will reimburse Agent for the amount thereof promptly following request by Agent therefor.

4. No Merger. The Leasehold shall not merge with the fee interest in the Premises, notwithstanding ownership of the Leasehold and the fee by the same person, without the prior written consent of Agent.

5. Landlord Statements. Landlord agrees from time to time, within a reasonable period following request by Agent therefor, to provide to Agent a landlord statement in a reasonable format provided by Agent, certifying as to the absence of any modification to, or default under, the Lease (or setting forth such modification or default, if applicable) and as to the status of payment of rent and other amounts by the Tenant thereunder.

6. No Lien on Personal Property. Landlord acknowledges that any equipment or other personal property of Tenant now or hereafter located on the Premises shall be and remain the personal property of Tenant and shall not become a part of the Premises (even if

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any such equipment or other property is affixed to or installed upon the Premises); Landlord expressly waives and disclaims any lien (whether such lien is created by contract, statute or otherwise) on any such equipment or other personal property of Tenant. To the extent that Tenant grants a lien or security interest in such equipment or other personal property to Agent to secure the Obligations, Landlord agrees that, upon enforcement or exercise by Agent of any of its rights with respect thereto, Landlord shall afford Agent reasonable access to the Premises for the purpose of preserving its interests therein or enforcing or exercising such rights, subject to the payment by Agent to Landlord of daily rental at the rate provided for in the Lease; provided, however, that Agent shall pay Landlord such rental only for so long as Agent occupies or otherwise uses the Premises to preserve its interest or to enforce or exercise its rights, and in no event beyond the date on which a new Tenant under the Lease is recognized or on which a new lease of the Premises takes effect.

7. Counterparts. This Consent may be executed in counterparts with the same force and effect as if the parties had executed one instrument, and each such counterpart shall constitute an original hereof.

8. Memorandum of Lease. This Consent shall also constitute a short form memorandum of lease with respect to the Lease. Landlord ratifies and again grants to Tenant a leasehold estate in the Premises in accordance with the terms and conditions of the Lease. This Consent shall be recorded in the official records of the county where the Premises are located as a memorandum of lease to give notice of the existence of Tenant's leasehold estate under the Lease in and to the Premises.

Dated: May 21, 2002

0020791657

Agreed:

"Tenant"

Industrial Container Services - IL
a Delaware LLC

By: [Signature]
Its: Dinesh S. Lathi, Its CFO

By: [Signature]
Its: Joseph [Signature], Its Chairman & CEO

"Agent"

UNION BANK OF CALIFORNIA, N.A.
an Administrative Agent

By: [Signature]

"Landlord"

Chicago Title and Trust, A/T/U/T/A
53856, dated June 10, 1969

By: [Signature]
Richard O. Hansen

By: [Signature]
Harvey E. Hansen

It's beneficiaries and holders of Power of
Direction and as well individually

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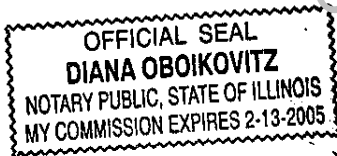
State of ILLINOIS)
)
County of COOK)

On 4-22-02 before me, DIANA OBOIKOVITZ, Notary Public, personally appeared
RICHARD O. HANSEN

personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

0020791657

WITNESS my hand and official seal.



Diana Oboikovitz

State of ILLINOIS)
)
County of COOK)

On 4-22-02 before me, DIANA OBOIKOVITZ, Notary Public, personally appeared
HARVEY E. HANSEN

personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Diana Oboikovitz

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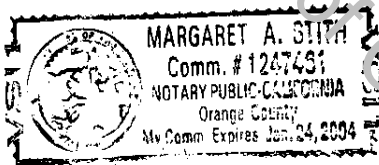
State of CALIFORNIA)
)
County of ORANGE)

0020791657

On 5-21-02 before me, The Undersigned, Notary Public, personally appeared
DINESH S. LATHI

personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



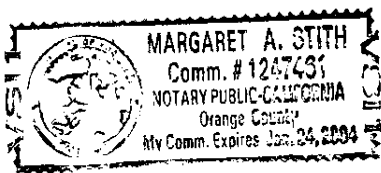
Margaret A. Stith

State of CALIFORNIA)
)
County of ORANGE)

On 5-21-02 before me, The Undersigned, Notary Public, personally appeared
JOSEPH CRUZ

personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Margaret A. Stith

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

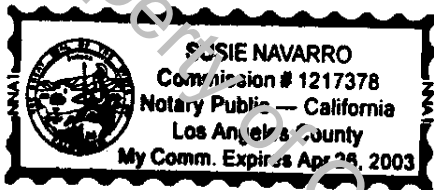
County of Los Angeles } ss.

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On June 19, 2002, before me, Susie Navarro,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Daniel Lark
Name(s) of Signer(s)

- personally known to me
 proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Place Notary Seal Above

Susie Navarro
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: landlord Consent and Memorandum to Lease

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: 0020791657

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____

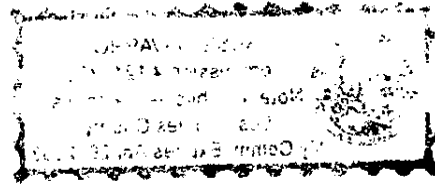
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

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EXHIBIT A

"Agent" means Union Bank of California, N.A., as administrative agent for itself and the Lenders, whose address for purposes of notice is:

Union Bank of California, N.A. 0020791657
Equity Sponsored Finance
445 South Figueroa Street, 15th Floor
Los Angeles, California 90071-1602
Attention: Industrial Container Services Agency Officer

"Borrower" means Industrial Container Services- IL, LLC, a Delaware limited liability company.

"Landlord" means Chicago Title and Trust, not personally, but solely as trustee under Trust Agreement dated June 19, 1969, and known as Trust No. 53856 and Richard O. Hansen and Harvey E. Hansen, individually and as sole beneficiaries and holders of Power of Direction.

"Lease" means that certain lease dated as of November 27, 1996, initial term expiring December 31, 2006, between Lessor and Tenant and any amendments thereto, including extensions thereof.

"Leasehold" means the leasehold estate in the Premises created in favor of Tenant pursuant to the Lease, including any rights of Tenant as a sublessor under any sublease of all or a portion of the Premises.

"Lenders" means, collectively, the Lenders from time to time party to the Loan Documents.

"Loan Documents" means (i) that certain Revolving/Term Credit Agreement dated as of February 25, 2002 (as it may from time to time be amended, the "Credit Agreement"), (ii) any other documents, agreements, instruments and consents executed in connection with the Credit Agreement and (iii) all amendments, modifications and supplements to the foregoing.

"Mortgage" means any mortgage, deed of trust, assignment of rents, security agreement, financing statement or other similar collateral documents executed by Tenant which create a lien or security interest on the Leasehold in favor of Agent to secure the Obligations.

"Obligations" means all monetary and nonmonetary obligations of Tenant/Borrower to Lenders under the Loan Documents.

"Premises" means the real property located in the County of Cook, State of Illinois, covered by the Lease and described more particularly on Schedule 1 attached hereto.

"Tenant" means Industrial Container Services- IL, LLC, a Delaware limited liability company.

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SCHEDULE 1

The Premises referred to in this Consent means the real property located in the County of Cook, State of Illinois, described as follows:

Parcel 1:

All of Lot 1 and the East 80 Feet of Lot 2 in Uhrig and Spinks Resubdivision of Block 6 in Schorlings Subdivision of that part of Lot 1 In Assessor's Subdivision of Section 33, Township 38 North, Range 14, East of the Third Principal Meridian, lying between the Chicago Rock Island and Pacific Railroad and Vincennes Road on 80th and 81st Streets according to plat thereof recorded December 13, 1919 in Book 161 of plats, page 2 as document 6693256 in Cook County, Illinois.

Parcel 2:

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That part of Lot 1 in Assessor's Division of the West 1/2 of Section 33, Township 38 North, Range 14 East of the Third Principal Meridian, bounded and described as follows: Beginning at the point of intersection of the South line of West 81st Street with the East line of South Wallace Street 66 Feet wide, and running thence West along a Westward extension of said South line of West 81st Street, a distance of 15.00 Feet; Thence South along a line 15.00 Feet West from and parallel with said East line of South Wallace Street (said parallel line being the West line of that part of said South Wallace Street vacated by Ordinance passed by the City Council of the City of Chicago on the 25th Day of May, 1927) a distance of 449.90 Feet to an intersection with the North line of Lot 10 in Sutherland's Subdivision of part of Section 33, aforesaid; Thence East along said North line of Lot 10 a distance of 63.85 Feet; Thence Northwardly along a straight line a distance of 405.79 Feet to a point which is 21.43 Feet (measured perpendicularly) East from the East line of said South Wallace Street and 45.20 Feet (measured perpendicularly) South from the South line of said West 81st Street; Thence Northwardly along a straight line, a distance of 45.20 Feet to a point on said South line of West 81st Street, distant 21.22 Feet East from the point of beginning and thence West along said South line of West 81st Street, said distance of 21.22 Feet to the point of beginning, in Cook County, Illinois.

TAX #'s 20-33-110-034, 035

ADDRESS: 8100 S. WALLACE ST., CHICAGO