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Doc#: 0629331164 Fee: \$40.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/20/2006 02:56 PM Pg: 1 of 9

*This Instrument Was Prepared By and
After Recording Should be Mailed to:*

Thomas E. Schnur, Esq. (JMG)
Vedder, Price, Kaufman & Kammholz, P.C.
222 North LaSalle Street
Chicago, Illinois 60601-1003

LEASE SUBORDINATION AGREEMENT

THIS LEASE SUBORDINATION AGREEMENT (the "Agreement") is made this 20th day of October, 2006 by and between FIFTH THIRD BANK (CHICAGO), a Michigan banking corporation (the "Agent"), as agent for itself and other lenders (as defined below), and NETCOM, INC., an Illinois corporation (the "Lessee"), having its principal office and place of business located at 599 South Wheeling Road, Wheeling, Illinois.

WHEREAS, Lessee has entered into a certain Industrial Building Lease dated as of August 1, 2006, between Lessee and Netcom Properties Inc., an Illinois corporation (the "Lessor"), and as also referred to herein, the "Mortgagor"), as landlord, covering certain space at 599 South Wheeling Road, Wheeling, Illinois (the "Demised Premises") and located on the property described in Exhibit A attached hereto and made a part hereof (the said lease being hereinafter referred to as the "Lease"); and

WHEREAS, pursuant to the terms of a certain Loan and Security Agreement of even date herewith (as may be amended, restated or modified from time to time, the "Loan Agreement"), by and between Agent as a lender, and as agent for all other lenders a party thereto (the "Other Lenders"), and Lessee, Lessor, Netcom Holdings, Inc., an Illinois corporation ("Holdings"), and N.A. Consultants, Ltd., an Illinois corporation ("Netcom Consultants"), and collectively with Lessee, Lessor and Holdings, the "Borrowers"), Agent is or will be the holder of a certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing of even date herewith to be recorded in the Office of the Recorder of Deeds of Cook County, Illinois, which covers the building and land of which the Demised Premises is comprised (the "Mortgage"); and

WHEREAS, Agent has requested that Lessee subordinate the Lease to the lien of the Mortgage; and

WHEREAS, Lessee and Agent are willing to so agree on the terms and conditions hereinafter provided;

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein and TEN DOLLARS (\$10.00), and other good and valuable consideration, each to the other in hand paid, receipt of which is hereby acknowledged, Agent and Lessee hereby agree as follows:

1. The Lease is and shall be subject and subordinate in all respects to the Mortgage and to any renewal, modification, replacement or extension of the same.

Box 400 (Drummer)

8323629 M. Drummer

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2. Any provision of this Agreement to the contrary notwithstanding, Agent shall have no obligation, or incur any liability, with respect to the erection and completion of any improvements for Lessee's use and occupancy.
3. If Agent elects to accept from the then Mortgagor a deed in lieu of foreclosure, Lessee's right to receive or set off any monies or obligations owed or to be performed by the then lessor shall not be enforceable thereafter against Agent or any subsequent owner.
4. Lessee will upon request by Agent, or any subsequent owner, execute a written agreement whereunder Lessee does attorn to Agent or any such subsequent owner and affirm Lessee's obligations under the Lease and agree to pay all rentals and charges then due or to become due as they become due to Agent or such subsequent owner.
5. Lessee from and after the date hereof shall send a copy of any notice or statement under the Lease to Agent at the same time such notice or statement is sent to the Lessor under the Lease.
6. Lessee hereby agrees that from and after the date hereof in the event of any act or omission by Lessor under the Lease (other than any such act or omission which is not capable of being remedied by Lessor under the Lease within a reasonable period) which would give Lessee the right, either immediately or after the lapse of the period of time, to terminate the Lease, or to claim a partial or total eviction, Lessee will not exercise any such right: (i) until it has given written notice of such act or omission to the Agent by delivering such notice of such act or omission, by registered mail, return receipt requested, addressed to Agent, at the Agent's address as given herein, or at the last address of Agent furnished to Lessee in writing; and (ii) until a reasonable period of remedying such act or omission shall have elapsed following such giving of notice and following the time when Agent shall have become entitled under the Mortgage to remedy the same; provided, Agent, at its option shall, following the giving of such notice, have elected to commence and continue to remedy such act or omission or to cause the same to be remedied.
7. Lessee will neither offer nor make prepayment of rent (for a period in excess of one month) nor further change the terms, covenants, conditions and agreements of the Lease in any manner without the express consent in writing of the Agent.
8. Nothing contained in this Agreement shall in any way impair or affect the lien created by the Mortgage, except as specifically set forth herein.
9. No modification, amendment, waiver or release of any provision of this Agreement or of any right, obligation, claim or cause of action arising hereunder shall be valid or binding for any purpose whatsoever unless in writing and duly executed by the party against whom the same is sought to be asserted.
10. This Agreement shall inure to the benefit of the parties hereto, their successors and assigns; provided, however, that in the event of the assignment or transfer of the interest of the Agent, all obligations and liabilities of the Agent under this Agreement shall terminate, and thereupon all such obligations and liabilities shall be the responsibility of the party to whom the

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Agent's interest is assigned or transferred; and provided further that the interest of Lessee under this Agreement may not be assigned or transferred.

11. Lessee acknowledges that it has notice that the Lease and the rent and all other sums due thereunder have been assigned to the Agent as part of the security for the obligations secured by the Mortgage. In the event that Agent notifies Lessee of a default under the Mortgage and demands that Lessee pays its rent and all other sums due under the Lease to Agent, Lessee agrees that it will honor such demand and pay its rent and all other sums due under the Lease directly to the Agent as directed by Agent.

12. This Agreement may be executed in any number of counterparts and by separate parties hereto or separate counterparts, all of such counterparts taken together to constitute but one and the same instrument.

13. All notices, demands or documents which are required or permitted to be given or served hereunder shall be in writing, and shall be deemed given or served when sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Lender: Fifth Third Bank (Chicago)
222 South Riverside
Suite 3300
Chicago, IL 60606
Attn: Henry Karamski

with a copy to: Vedder, Price, Kaufman & Kammholz, P.C.
222 North LaSalle St.
Suite 2600
Chicago, IL 60601
Attn: Thomas E. Schnur, Esq.

If to Lessor: Netcom Properties Inc.
599 South Wheeling Rd.
Wheeling, IL 60090
Attn: Douglas McGowan

If to Lessee: Netcom, Inc.
599 South Wheeling Rd.
Wheeling, IL 60090
Attn: Douglas McGowan

with a copy to: Michael Best & Friedrich, LLC
100 East Wisconsin Ave.
Suite 3300
Milwaukee, WI 53202-4108
Attn: Robert J. Johannes, Esq.

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Each party hereto may change its above-stated address from time to time by serving written notice of the change upon the other party hereto as above provided at least ten (10) days prior to the effective date of said change.


[Signature Page Follows]

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Signature Page to Lease Subordination Agreement

FIFTH THIRD BANK (CHICAGO), a Michigan
banking corporation, as Agent

By 
Henry M. Kaminski
Vice President

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Notary Page to Lease Subordination Agreement

STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that Henry M. Kaminski, Vice President of Fifth Third Bank (Chicago), a Michigan banking corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, 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 and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 19th day of October, 2006.

Nancy A Allen
 Notary Public

NANCY A ALLEN
 (TYPE OR PRINT NAME)

(SEAL)

Commission Expires:

03/12/2008



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Signature Page to Lease Subordination Agreement

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

NETCOM, INC., an Illinois corporation

By *E. Argoudelis*
Evangelos Argoudelis
President and Chief Executive Officer

Property of Cook County Clerk's Office

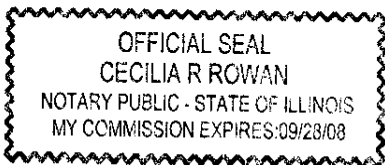
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Notary Page to Lease Subordination Agreement

STATE OF ILLINOIS)
)
 COUNTY OF LAKE) SS.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Evangelos Argoudelis, the President and Chief Executive Officer of Netcom, Inc., an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President and Chief Executive Officer, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 11 day of October, 2006.



Cecilia R. Rowan
 Notary Public
CECILIA R. ROWAN
 (TYPE OR PRINT NAME)

(SEAL)

Commission Expires:

09-28-08

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EXHIBIT A

Legal Description

LOT 7 (EXCEPT THE WEST 15.25 FEET THEREOF) AND ALL OF LOT 8 IN BLOCK 1 IN HERZOG'S 1ST INDUSTRIAL SUBDIVISION OF PART OF THE EAST ½ OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE WEST ½ OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON DECEMBER 13, 1955 AS DOCUMENT NUMBER LR1639763 AND CERTIFICATE OF CORRECTION THEREOF REGISTERED DECEMBER 14, 1956 AS DOCUMENT NUMBER LR1713481, IN COOK COUNTY, ILLINOIS.

P.I.N.: 03-11-300-004-0000; 03-11-300-005-0000

Common Address: 599 South Wheeling Road, Wheeling, Illinois 60090