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This instrument prepared by and after recording should be returned to:

FagelHaber LLC 55 East Monroe Street 40th Floor Chicago, Illinois 60603

Attention: Victor A. Des Laurier, Esq.

PINS:

837156602X

17-08-442-011-0000

Common Address:

810 West Washington Boulevard

Chicago, Illinois 60607



Doc#: 0708833229 Fee: \$58.00 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds Date: 03/29/2007 01:37 PM Pg: 1 of 5

TENANT ESTOPPEL CERTIFICATE AND SUBORDINATION AGREEMENT

As of March 27, 2007

TO: Cole Taylor Bank

111 West Washington Chicago, Illinois 60602

Ladies and Gentlemen:

Cooktek LLC, an Illinois limited liability company ("Cooktek") and Global Contract Manufacturing, L.L.C., an Illinois limited liability company ("GCM, L.L.C.) (Cooktek and GCM, L.L.C. are individually and collectively the "Tenant"), hereby acknowledge receipt of a copy of an executed Assignment of Rents and Lessor's Interest in Leases of even date herewith executed and delivered by Bani LLC, an Illinois limited liability company ("Mortgagor"), to Cole Taylor Bank, an Illinois banking corporation ("Lender") (as amended, renewed, restated or replaced, the "Assignment of Rents"), assigning to Lender, among other things, all of Mortgagor's right, title and interest in and to: (i) that certain Lease Agreement dated as of February 1, 2000, as amended by that certain Commercial Lease Extension dated as of January 31, 2005, both by and between Mortgagor and Cooktek ("Cooktek Lease"), and (ii) that certain Lease Agreement dated as of February 1, 2000, as amended by that certain Commercial Lease Extension dated as of January 31, 2005, both by and between Mortgagor and GCM, L.L.C. ("GCM, L.L.C. Lease") (Cooktek Lease and GCM, L.L.C. Lease are collectively the "Lease"), and any renewals, extensions, modifications, amendments or substitutions thereto which provides for the lease to Tenant of the premises located at 810 West Washington Boulevard, Chicago, Illinois, and legally described on Exhibit "A" attached hereto (the "Property").

Tenant acknowledges and agrees that the Assignment of Rents was given as collateral security to secure, among other things, the full and timely payment of certain extensions of credit, loans and other financial accommodations provided by Lender to Mortgagor and Tenant (collectively the "Financial Accommodations") and the full and prompt performance of all covenants, duties and agreements of Mortgagor and Tenant to and with Lender (the "Covenants") pursuant to among other things, that certain Mortgage and Security Agreement of even date herewith by and



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between Mortgagor and Lender (as amended, extended, renewed, restated or replaced from time to time, collectively the "Mortgage"), and all other agreements, documents or instruments executed and delivered by Mortgagor or any other person or entity to Lender whether now existing or hereafter arising, in conjunction with the Mortgage (collectively the "Loan Documents"). In connection therewith, Tenant hereby acknowledges and agrees as follows:

- 1. All rental payments under the Lease shall be paid as therein provided until Tenant has been otherwise notified by Lender or Lender's successors and assigns. Upon notice from Lender demanding payment of all rent under the Lease, all payments which accrue under the Lease subsequent to such notice will be remitted by Tenant directly to Lender at the address set forth above or such other address as Lender shall specify in writing from time to time. Tenant shall have no responsibility to ascertain whether such assignment of rents is permitted under the Loan Documents. Mortgagor hereby waives any right, claim or demand it may now or hereafter have against. Tenant by reason of such payment to Lender, and any such payment to Lender shall discharge the obligations of Tenant to Mortgagor.
- 2. No carcellation, modification, assignment, renewal, extension or amendment to the Lease or prepayment of more than one month's rent shall be made without Lender's prior written consent and approval
- 3. Lender, and its successors and assigns, assume no liability or obligations under the Lease, either by virtue of the Assignment of Rents or any receipt or collection of rents under the Lease.
 - 4. The term of the Cooktek Lease expires January 31, 2010.
 - 5. The term of the GCM, L.L.C. Lease expires January 31, 2010.
- 6. Tenant will deliver to Lender a copy of all notices Tenant serves on or receives from Mortgagor.
- 7. The Lease is in full force and effect, no rentals nave been paid more than thirty (30) days in advance and Tenant has no claims against Mortgagor.
- 8. The Lease will not be amended, renewed or extended without the prior written consent of Lender.
- 9. Tenant acknowledges and agrees that it has paid the security deposit to Mortgagor as provided in the Lease.
- 10. No breach, default or event of default, whether by Mortgagor or Tenant, exists under the Lease. Tenant will not seek to terminate the Lease by reason of any act or omission of Mortgagor until Tenant delivers written notice of such act or omission to Lender and Mortgagor and provides Lender with an opportunity to cure such default within thirty (30) days from the date the notice is sent to Lender. Nothing contained in this paragraph shall impose upon Lender any obligation to cure any such default.
- 11. The Lease is and shall be subject and subordinate in all respects to the Mortgage and the Assignment of Rents as security for, among other things, the Financial Accommodations and the Covenants, and subordinate to any renewal, consolidation, modification, substitution,

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amendment, replacement or extension thereof (collectively an "Amendment"), with the same force and effect as if the Mortgage, the Assignment of Rents and all Amendments, if any, had been executed, delivered and/or recorded prior to the execution, delivery and/or recordation of the Lease.

12. Tenant will attorn to the purchaser at any foreclosure sale or the grantee in any conveyance in lieu of foreclosure as landlord of the Property, and Tenant will, upon written request of such purchaser or grantee, execute such instruments, documents and agreements as may be reasonably necessary or appropriate to evidence such attornment.

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

TENANT:

COOKTEK! LC

an Illinois limited liability company

By:

Robert E. Wolters, Jr., **Chief Executive Officer**

Consented and agreed to as of the 27th day of March, 2007

BANI LLC,

an Illinois limited liability company

By:

Managing Member

Global Contract Manufacturing, L.L.C.,

an Illinois limited liability company

By:

Robert E. Wolters, Jr., Managing Member

COLE TAYLOR BANK,

en Illinois banking corporation

By:

Name: 74

Title: Vic Rudent

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EXHIBIT "A"

LEGAL DESCRIPTION

Lots 27, 28 and 29 in Brown's Subdivision of Block 37 in Carpenter's Addition to Chicago in Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PINS:

17-08-442-011-0000

COMMON ADDRESS:

DDRESS:

ODERTY OF COOK COUNTY CLERK'S OFFICE

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STATE OF ILLINOIS)
) S.S
COUNTY OF COOK)

I, Kathleon Kelly- M(Ateal, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Robert E. Wolters, Jr., who is personally known to me to be the Chief Executive Officer of Cooktek LLC and the Managing Member of Global Contract Manufacturing, L.L.C., and the same person whose name is subscribed to the foregoing Tenant Estoppel Certificate and Subordination Agreement, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act, for the uses and purposes therein set forth.

GIVFN under my hand and Notarial Seal this 25d day of March, 2007. Ader .

My commission expires:

Doc ID 519870_2

OFFICIAL SEAL KATHLEEN KELLY-MCATEER NOTARY PULLIC . STATE OF ILLINOIS MY CLAMISS ON EXPIRES 10/09/10

T'S OFFICE