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Cook County Recorder of Deeds
Date: 03/23/2012 12:34 PM Pg: 1 of 12

Cathay Bank
222 W. Cermak Road
Chicago, Illinois 60616

*CTI-88862592L
LNT 10/14*

(Space Above For Recorder's Use)

BROKEN GLASS, INC., as Tenant,

and

37 LOOMIS, LLC, as Borrower

and

CATHAY BANK, as Lender

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

Dated: As of March 22, 2012

Property Address: 1400 W. 37th Street, Chicago

Tax Parcel: 17-32-300-039-0000; 17-32-300-040-0000

County: Cook

State: Illinois

Loan No.: 107655360801

Ray 3/21

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TENANT: Broken Glass, Inc.

LOAN NO. 107655360801

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT (this "Agreement") is entered into by and among Broken Glass, Inc., an Illinois corporation ("Tenant"), whose address is 455 N. Artesian, Unit A, Chicago, IL 60612, **37 LOOMIS, LLC**, an Illinois limited liability company ("Landlord"), whose address is 3520 S. Morgan Street, Chicago, IL 60609, and **CATHAY BANK**, a California banking corporation, having an address at 222 W. Cermak Road, Chicago, Illinois 60616 ("Lender").

WITNESSETH:

WHEREAS, Landlord is the owner in fee simple of the real property described in Exhibit A attached hereto, together with the improvements thereon (the "Property");

WHEREAS Landlord or its predecessor and Tenant have entered into a certain Lease (as the same may have been or may hereafter be amended, modified, renewed, extended or replaced, the "Lease"), dated February 10, 2012, leasing to Tenant a portion of the Property (the "Premises");

WHEREAS, Lender has agreed to make a certain mortgage loan to Landlord (the "Loan"), which will be evidenced by Landlord's Promissory Note (the "Note") and secured by, among other things, a certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (the "Security Instrument") encumbering the Property, which Security Instrument is to be recorded contemporaneously herewith;

WHEREAS, Lender, Landlord and Tenant desire to confirm their understanding with respect to the Lease and the Loan and the rights of Tenant and Lender thereunder.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Subordination. Notwithstanding anything to the contrary set forth in the Lease, Tenant hereby subordinates and subjects the Lease and the leasehold estate created thereby and all of Tenant's rights thereunder to the Security Instrument and the liens thereof and all advances and rights of Lender thereunder and to any and all renewals, modifications, consolidations, replacements and extensions thereof, as fully and as if the Security Instrument and all of its renewals, modifications, consolidations, replacements and extensions had been executed, delivered and recorded prior to execution of the Lease. Without affecting the foregoing subordination, Lender may, from time to time: (a) extend, in whole or in part, by renewal or otherwise, the terms of payment or performance of any obligation secured by the Security Instrument; (b) release, surrender, exchange or modify any obligation secured by the Security Instrument, or any security for such obligation; or (c) settle or compromise any claim with respect to any obligation secured by the Security Instrument or against any person who has given security for any such obligation.

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2. Non-Disturbance. If, at any time, Lender or any person or entity or any of their successors or assigns who shall acquire the interest of Landlord under the Lease through a foreclosure of the Security Instrument, the exercise of the power of sale under the Security Instrument, a deed-in-lieu of foreclosure, an assignment-in-lieu of foreclosure or otherwise (each, a "New Owner") shall succeed to the interests of Landlord under the Lease, so long as the Lease is then in full force and effect, Tenant complies with this Agreement and no default or event that, with the passage of time or giving of notice, or both, would constitute a default (collectively, a "Default") on the part of Tenant exists under the Lease, the Lease shall continue in full force and effect as a direct lease between the New Owner and Tenant, upon and subject to all of the terms, covenants and conditions of the Lease, for the balance of the term thereof. Tenant hereby agrees to attorn to and accept any such New Owner as landlord under the Lease and to be bound by and perform all of the obligations imposed by the Lease, and Lender, or any such New Owner of the Property, agrees that it will not disturb the possession of Tenant and will be bound by all of the obligations imposed on the Landlord by the Lease; provided, however, that any New Owner shall not be:

(a) liable for any act or omission of a prior landlord (including Landlord) arising prior to the date upon which the New Owner shall succeed to the interests of Landlord under the Lease; or

(b) subject to any claims, offsets or defenses which Tenant might have against any prior landlord (including Landlord) arising prior to the date upon which the New Owner shall succeed to the interests of Landlord under the Lease; or

(c) bound by any rent or additional rent which Tenant might have paid in advance to any prior landlord (including Landlord) for a period in excess of one (1) month or by any security deposit, cleaning deposit or other prepaid charge which Tenant might have paid in advance to any prior landlord (including Landlord), except to the extent that such New Owner actually comes into exclusive possession of the same; or

(d) bound by any assignment (except as permitted by the Lease), surrender, release, waiver, cancellation, amendment or modification of the Lease made without the written consent of Lender; or

(e) responsible for the making of any improvement to the Property or repairs in or to the Property in the case of damage or destruction of the Property or any part thereof due to fire or other casualty or by reason of condemnation unless such New Owner shall be obligated under the Lease to make such repairs and shall have received insurance proceeds or condemnation awards sufficient to finance the completion of such repairs; or

(f) obligated to make any payment to Tenant except for the timely return of any security deposit actually received by such New Owner.

Nothing contained herein shall prevent Lender from naming or joining Tenant in any foreclosure or other action or proceeding initiated by Lender pursuant to the Security Instrument to the extent necessary under applicable law in order for Lender to avail itself of and

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complete the foreclosure or other remedy, but such naming or joinder shall not be in derogation of the rights of Tenant as set forth in this Agreement.

3. Cure by Lender of Landlord Defaults. Tenant hereby agrees that from and after the date hereof, in the event of any act or omission by Landlord which would give Tenant the right, either immediately or after the lapse of time, to terminate or cancel the Lease or to claim a partial or total eviction, or to abate or reduce rent, Tenant will not exercise any such right until it has given written notice of such act or omission to Lender, and Lender has failed within thirty (30) days after both receipt of such notice by Lender and the time when Lender shall have become entitled under the Security Instrument or the other Loan Documents to remedy the same, to commence to cure such act or omission within such period and thereafter diligently prosecute such cure to completion, provided that in the event Lender cannot commence such cure without possession of the Property, Tenant will not exercise any such right if Lender commences judicial or non-judicial proceedings to obtain possession within such period and thereafter diligently prosecutes such efforts and cure to completion; further, Tenant shall not, as to Lender, require cure of any such act or omission which is not susceptible to cure by Lender.

4. Payments to Lender and Exculpation of Tenant. Tenant is hereby notified that the Lease and the rent and all other sums due thereunder have been assigned to Lender as security for the Loan. In the event that Lender or any future party to whom Lender may assign the Security Instrument notifies Tenant of a default under the Loan or the Security Instrument and directs that Tenant pay its rent and all other sums due under the Lease to Lender or to such assignee, Tenant shall honor such direction without inquiry and pay its rent and all other sums due under the Lease in accordance with such notice. Landlord agrees that Tenant shall have the right to rely on any such notice from Lender or any such assignee without incurring any obligation or liability to Landlord, and Tenant is hereby instructed to disregard any notice to the contrary received from Landlord or any third party.

5. Limitation of Liability. Lender shall not, either by virtue of the Security Instrument or this Agreement, be or become a mortgagee-in-possession or be or become subject to any liability or obligation under the Lease or otherwise until Lender shall have acquired the interest of Landlord in the Premises, by foreclosure or otherwise, and then such liability or obligation of Lender under the Lease shall extend only to those liabilities or obligations accruing subsequent to the date that Lender has acquired the interest of Landlord in the Premises as modified by the terms of this Agreement. In addition, upon such acquisition, Lender shall have no obligation, nor incur any liability, beyond Lender's then equity interest, if any, in the Premises. Furthermore, in the event of the assignment or transfer of the interest of Lender under this Agreement, all obligations and liabilities of Lender under this Agreement shall terminate and, thereupon, all such obligations and liabilities shall be the sole responsibility of the party to whom Lender's interest is assigned or transferred.

6. Notice. Any notice, demand, statement, request, consent or other communication made hereunder shall be in writing and delivered (i) personally, (ii) mailed by certified or registered mail, postage prepaid, return receipt requested or (iii) sent by reputable overnight courier service, prepaid, for next business day delivery, to the parties at their addresses first set forth above and shall be deemed given when delivered personally, or four (4) Business Days after being placed in the United States mail, if sent by certified mail, or one (1) business

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day after deposit with such private courier service. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given as herein required shall be deemed to be receipt of the notice, demand or request sent. The parties hereto may have the right from time to time to change their respective addresses to any other address within the United States of America by giving fifteen (15) days' prior written notice in accordance with this Section. Tenant agrees to send a copy of any notice or statement under the Lease to Lender at the same time such notice or statement is sent to Landlord.

7. Miscellaneous.

(a) In the event of any conflict or inconsistency between the provisions of this Agreement and the Lease, the provisions of this Agreement shall govern; provided, however, that the foregoing shall in no way diminish Landlord's obligations or liability to Tenant under the Lease. Lender's enforcement of any provisions of this Agreement or the Security Instrument shall not entitle Tenant to claim any interference with the contractual relations between Landlord or Tenant or give rise to any claim or defense against Lender with respect to the enforcement of such provisions.

(b) Tenant agrees that this Agreement satisfies any condition or requirement in the Lease relating to the granting of a non-disturbance agreement.

(c) Tenant agrees that it will not subordinate the Lease to the lien of any mortgage or deed of trust other than the Security Instrument for so long as the Security Instrument shall remain a lien on the Property.

(d) This Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that the interest of Tenant under this Agreement may not be assigned or transferred without the prior written consent of Lender.

(e) The captions appearing under the paragraph number designations of this Agreement are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions of this Agreement.

(f) If any portion or portions of this Agreement shall be held invalid or inoperative, then all of the remaining portions shall remain in full force and effect, and, so far as is reasonable and possible, effect shall be given to the intent manifested by the portion or portions held to be invalid or inoperative.

(g) This Agreement shall be governed by and construed in accordance with the laws of the State in which the Property is located.

(h) This Agreement may be executed in any number of separate counterparts, each of which shall be deemed an original, but all of which, collectively and separately, shall constitute one and the same agreement.

(i) This Agreement cannot be altered, modified, amended, waived, extended, changed, discharged or terminated orally or by any act on the part of Tenant, Landlord or Lender, but only by an agreement in writing signed by the party against whom enforcement of

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any alteration, modification, amendment, waiver, extension, change, discharge or termination is sought.

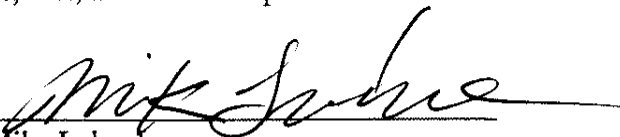
(j) Whenever requested by Lender, Tenant shall, without charge, execute and deliver to Lender a written tenant estoppel regarding the lease in such form as Lender may require.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth adjacent to their signatures below to be effective as of the date of the Security Instrument.

Date: March 22, 2012

TENANT:

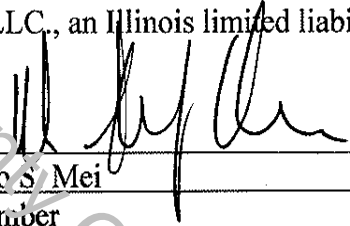
Broken Glass, Inc., an Illinois corporation

By: 
Name: Mike Lalemba
Its: President

Date: March 22, 2012

LANDLORD:

37 LOOMIS, LLC., an Illinois limited liability company

By: 
Name: Mac S. Mei
Its: Member

Date: March 22, 2012

CATHAY BANK, a California banking corporation

By: _____
Name: Judi Yu
Its: Vice President

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any alteration, modification, amendment, waiver, extension, change, discharge or termination is sought.

(j) Whenever requested by Lender, Tenant shall, without charge, execute and deliver to Lender a written tenant estoppel regarding the lease in such form as Lender may require.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth adjacent to their signatures below to be effective as of the date of the Security Instrument.

Date: March 22, 2012

TENANT:

Broken Glass, Inc., an Illinois corporation

By: _____
Name: Mike Lalemba
Its: President

Date: March 22, 2012

LANDLORD:

37 LOOMIS, LLC., an Illinois limited liability company

By: _____
Name: Mao S. Mei
Its: Member

Date: March 22, 2012

CATHAY BANK, a California banking corporation

By: _____
Name: Judi Yu
Its: Vice President

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[ADD ACKNOWLEDGMENTS]

STATE OF IL)
)SS
COUNTY OF COOK)

I, the undersigned, a notary public, in and for the county and state aforesaid, DO HEREBY CERTIFY, that Mike Lalemba, personally known to me to be the President of Broken Glass, Inc., and personally known to me to be the same person whose name is subscribed to within the Document, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her free and voluntary act and deed of said _____, for the uses and purposes therein set forth.

Given under my hand and official seal this 22 day of March, 2012.

Che Mei Wong
Notary Public



STATE OF IL)
)SS
COUNTY OF COOK)

I, the undersigned, a notary public, in and for the county and state aforesaid, DO HEREBY CERTIFY, that Mao S. Mei, personally known to me to be the Member of 37 LOOMIS, LLC, limited liability company, and personally known to me to be the same person whose name is subscribed to within the Document, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her free and voluntary act and deed of said _____, for the uses and purposes therein set forth.

Given under my hand and official seal this 22 day of March, 2012.

Che Mei Wong
Notary Public

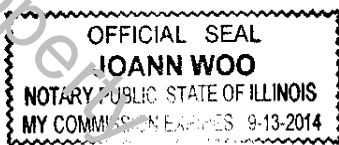


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STATE OF Illinois)
)SS
COUNTY OF Cook)

I, the undersigned, a notary public, in and for the county and state aforesaid, DO HEREBY CERTIFY, that Judi Yu, personally known to me to be the Vice President of **CATHAY BANK**, a California banking corporation, and personally known to me to be the same person whose name is subscribed to within the Document, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his free and voluntary act and deed of said bank, for the uses and purposes therein set forth.

Given under my hand and official seal this 22nd day of March, 20 12.



Joann Woo
Notary Public

Property of Cook County Clerk's Office

UNOFFICIAL COPY**EXHIBIT A****PROPERTY DESCRIPTION**

Common Address: 1400 W. 37th Street, Chicago, Illinois

PIN: 17-32-300-039-0000; 17-32-300-040-0000

PARCEL 1:

THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OF INTERSECTION OF A LINE 1166 FEET EAST OF THE WEST LINE WITH A LINE 23 FEET NORTH OF THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32 AFORESAID; THENCE EAST ALONG LAST MENTIONED LINE 72.44 FEET; THENCE NORTHERLY ON A CURVE CONVEX TO THE EAST WITH A RADIUS OF 380.5 FEET A DISTANCE OF 781.3 FEET MORE OR LESS TO A POINT OF INTERSECTION OF A LINE 208 FEET NORTH OF THE SOUTH LINE WITH A LINE PARALLEL TO AND 1278.87 FEET EAST OF THE WEST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32 AFORESAID; THENCE NORTH ON LAST DESCRIBED LINE 160 FEET; THENCE WEST ON A LINE PARALLEL TO AND 368 FEET NORTH OF THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32 AFORESAID 112.37 FEET TO THE EAST LINE OF A PRIVATE STREET KNOWN AS LOOMIS PLACE, BEING A LINE PARALLEL TO AND 1166 FEET EAST OF THE WEST LINE OF SECTION 32 AFORESAID; THENCE SOUTH ON LAST DESCRIBED LINE 335 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 2:

PERPETUAL NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 CONTAINED IN DEED DATED JANUARY 17, 1937 AND RECORDED FEBRUARY 25, 1937 AS DOCUMENT 11954481 FROM THE TRUSTEES OF THE CENTRAL MANUFACTURING DISTRICT UNDER AN INDENTURE AND DECLARATION OF TRUST DATED FEBRUARY 1, 1916 TO THE NORTHWEST CONE COMPANY TO USE THE 40 FOOT PRIVATE STREET KNOWN AS SOUTH LOOMIS PLACE ADJOINING ON THE WEST OF PARCEL 1

PARCEL 3:

PERPETUAL NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 CONTAINED IN DEED DATED JANUARY 17, 1937 AND RECORDED FEBRUARY 25, 1937 AS DOCUMENT 11954481 FROM THE TRUSTEES OF THE CENTRAL MANUFACTURING DISTRICT UNDER AN INDENTURE AND DECLARATION OF TRUST DATED FEBRUARY 1, 1916 TO THE NORTHWEST CONE COMPANY TO USE THE PRIVATE ALLEY OVER AND UPON THE SOUTH 10 FEET OF THE PREMISES ADJOINING ON THE NORTH OF PARCEL 1.

PARCEL 4:

NON-EXCLUSIVE SWITCHTRACK EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT CONTAINED IN DEED DATED JANUARY 17, 1937 AND RECORDED FEBRUARY 25, 1937 AS DOCUMENT 11954481 FROM THE TRUSTEES OF THE CENTRAL MANUFACTURING DISTRICT UNDER AN INDENTURE AND DECLARATION OF TRUST DATED FEBRUARY 1, 1916 TO THE NORTHWEST CONE COMPANY, OVER THE EAST 17 FEET OF FOLLOWING DESCRIBED PROPERTY:

PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN CHICAGO, COOK COUNTY,

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ILLINOIS DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF A LINE 1166 FEET EAST OF THE WEST LINE WITH A LINE 368 FEET NORTH OF THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32 AFORESAID; THENCE EAST ON THE LAST DESCRIBED LINE 112.87 FEET; THENCE NORTH 59 FEET ON A LINE PARALLEL TO AND 1278.87 FEET EAST OF THE WEST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32 AFORESAID; THENCE NORTHEASTERLY ON A CURVE TANGENT TO LAST DESCRIBED LINE AND CONVEX TO THE NORTHWEST WITH A RADIUS OF 200 FEET A DISTANCE OF 105.88 FEET TO ITS INTERSECTION WITH A LINE PARALLEL TO AND 528 FEET NORTH OF THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32 AFORESAID; THENCE WEST ON LAST DESCRIBED LINE 140.25 FEET TO ITS INTERSECTION WITH A LINE PARALLEL TO AND 1166 FEET EAST OF THE WEST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32 AFORESAID; THENCE SOUTH 160 FEET TO A POINT OF BEGINNING.

PARCEL 5:

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF IRON STREET AND THE NORTH LINE OF 37TH STREET; THENCE NORTH 89 DEGREES, 59 MINUTES, 40 SECONDS WEST, 319.15 FEET ALONG THE NORTH LINE OF 37TH STREET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG AFORESAID LINE NORTH 89 DEGREES, 59 MINUTES, 40 SECONDS WEST, 70.70 FEET; THENCE NORTHEASTERLY ALONG AN ARC BEING CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 380.50 FEET AND A CHORD BEARING OF NORTH 13 DEGREES, 02 MINUTES, 17 SECONDS EAST, AN ARC DISTANCE OF 181.32 FEET; THENCE NORTH 00 DEGREES, 03 MINUTES 01 SECONDS WEST, 170.02 FEET TO THE NORTHERLY LINE OF A 20 FOOT PRIVATE ALLEY; THENCE NORTH 89 DEGREES, 55 MINUTES, 32 SECONDS EAST, 29.89 FEET; THENCE SOUTH 00 DEGREES, 04 MINUTES, 28 SECONDS EAST, 345.05 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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EXHIBIT B

CERTIFICATE REGARDING LEASE

LOAN NO. 107655360801

CERTIFICATE REGARDING LEASE

The undersigned ("Tenant"), hereby certifies to CATHAY BANK, a California banking corporation, its successors and assigns, that attached hereto is a true, correct and complete copy of the Lease, including all amendments and modifications thereto, if any, between Tenant, as tenant, and 37 LOOMIS, LLC, limited liability company, as landlord, with respect to the premises located at 1400 S. 37th Street, Chicago, Illinois.

Executed this 22 day of March, 2012.

TENANT: Broken Glass, Inc.

By: 

Name: Mike Lalemba

Its: President

Clerk's Office