

UNOFFICIAL COPY



THIS INSTRUMENT PREPARED BY
AND PLEASE RETURN TO:
KIMBERLY K. ENDERS, ESQ.
100 WEST MONROE STREET #1100
CHICAGO, ILLINOIS 60603

91642864

ACKNOWLEDGMENT AND CONSENT

11130 W. King Street, Franklin Park, Illinois

Weimarc Company, an Illinois general partnership ("Weimarc") holds fee simple title to the Real Estate legally described on Exhibit A attached hereto ("Real Estate"). Weimarc has leased the Real Estate to Olmarc Packaging Co. ("Olmarc").

Olmarc has requested that Cramlo Leasing Corporation, an Illinois corporation ("Cramlo") enter into one or more leasing transactions. The leasing transactions, if consummated, will be evidenced by one or more leases between Cramlo and Olmarc, as thereafter amended or supplemented from time to time, covering machinery, equipment and other property described in schedules executed by such parties and made a part of the respective leases. The leases, as so amended and supplemented, together with the schedules, are hereafter collectively called the Equipment Lease; and the machinery, equipment and other property described in the schedules and set forth on Exhibit B attached hereto are hereinafter collectively called the Equipment;

Cramlo has granted a security interest in the Equipment and the Equipment Lease to The PrivateBank and Trust Company ("PrivateBank") as security for a loan; and

Weimarc, Olmarc, Cramlo and PrivateBank wish to define their rights in the Equipment and the Real Estate.

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2/5/11

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NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, each of the undersigned agrees as follows:

1. Acknowledgement. Weimarc hereby acknowledges and agrees that the Equipment is owned by Cramlo and is being leased by Cramlo to Olmarc pursuant to the Equipment Lease. The Equipment Lease shall at all times constitute a first claim and lien on the Equipment.

2. Authorization to Cramlo. Each of the undersigned hereby authorizes Cramlo and/or PrivateBank without notice or demand, and without affecting his liability hereunder, from time to time to:

(a) change the amount, time or manner of payment of rent or other sums reserved in the Equipment Lease;

(b) change any of the terms, covenants, conditions or provisions of the Equipment Lease;

(c) amend, modify, change or supplement the Equipment Lease;

(d) assign the Equipment Lease or the rents or other sums payable thereunder;

(e) consent to Olmarc's assignment of the Equipment Lease or to the sublease of all, or any portion, of the Equipment;

(f) take and hold security for the performance of the Equipment Lease; and

(g) apply such security and direct the order or manner of sale thereof as Cramlo, in its discretion, may determine.

3. Personal Property. The Equipment shall at all times be and remain personal property notwithstanding that it, or any part thereof, may now be or hereafter become in any manner affixed or

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attached to, or embedded in, or permanently resting on, the Real Estate, or any part thereof, or any building thereon, or attached in any manner to what is permanent as by means of cement, plaster, nails, bolts, screws or otherwise.

4. Access and Removal. Cramlo or its assignee may at any time and from time to time, enter upon the premises in which the Equipment is located, or any part thereof, and remove therefrom all or any part of the Equipment.

5. Continuance of Agreement. This agreement shall continue and remain in full force and effect until Cramlo has been paid in full on account of all claims, demands, indebtedness, actions or causes of action of any nature whatsoever which it may now or hereafter have against each of the undersigned on account of, or arising out of, the performance of the Equipment Lease, or until Cramlo completely has removed all of the Equipment from the Real Estate.

6. Binding Effect. This agreement shall be binding on each of the undersigned, his heirs, devisees, personal representatives, successors and assigns; and shall inure to the benefit of Cramlo and PrivateBank and their successors and assigns.

7. Liability. If more than one person executes this agreement, the liability of such persons hereunder is joint and several.

8. Entire Agreement. This Agreement supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between them.

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9. Notices. All notices or other documents under this agreement shall be in writing and delivered personally or mailed by certified mail, postage prepaid, addressed to the parties at their last known addresses.

10. Non-Waiver. No delay or failure by either party to exercise any right under this agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

11. Headings. Headings in this agreement are for convenience only and shall not be used to interpret or construe its provisions.

12. Governing Law. This agreement shall be construed in accordance with and governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, each of the undersigned has duly executed this agreement on December 2, 1991, 1991.

Weimarc Company, an Illinois
general partnership

Attest: Allen Mackwith
Its Partner

BY: [Signature]
Its [Signature]

The PrivateBank and Trust Company,
an Illinois corporation

Attest: [Signature]
Its [Signature]

BY: [Signature]
Its RESIDENT

Cramlo Leasing Corporation, an
Illinois corporation

91632889

Attest: [Signature]
Its [Signature]

BY: [Signature]
Its [Signature]

Olmarc Packaging Co., an Illinois
corporation

Attest: [Signature]
Its [Signature]

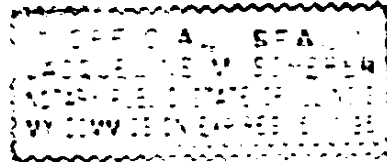
BY: Allen Mackwith
Its President

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delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal _____, 1991.

Notary Public

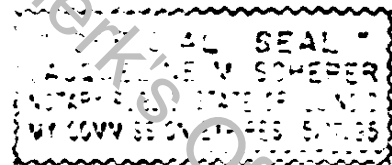


STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that _____ and _____, _____ President and _____ Secretary, respectively, of Olmarc Packaging Co., an Illinois corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal _____, 1991.

Notary Public



9161280

LEGAL DESCRIPTION

That Part of the West Half of the South West Quarter of Section 20, Township 40 North, Range 12 East of the Third Principal Meridian, Described as: Commencing at the Point of Intersection of the West Line of Said South West Quarter with the Northerly Line of a Tract of Land Conveyed by the Chicago Title and Trust Company, as Trustee, Under Trust Agreement No. 34900 to the Illinois State Toll Highway Commission and Recorded in the Recorder's Office of Cook County, as Document No. 16913782, in Book 54903, Page 331, Said Point Being 1107.18 Feet, North of the South West Corner of Said South West Quarter Thence Easterly in the Northerly Line of said Toll Highway Tract (said Line Forming an angle of 79 Degrees 23 Minutes 10 Seconds, Measured in the North East Quadrant, with the West Line of Said South West Quarter) For a Distance of 163.26 Feet; Thence Northerly in a Line Which Intersects the North Line of Said South West Quarter at a Point 85.26 Feet East of the North West Corner of Said South West Quarter, (Said Line Being the Easterly Line of the Northerly and Southerly Portion of a Street Known As Wolf Road) For a Distance of 50.46 Feet; to the Point of Intersection of Said Last Described Line with a Line 50 Feet Northerly of (At Right Angle Measurement) and Parallel With The Northerly Line of Said Toll Highway Tract; Thence Easterly in Said Parallel Line 490.00 Feet to the Point of Beginning of the Tract of Land to be Conveyed by this Description to Wit; Thence North-Northwesterly in a Line Drawn at Right Angles to Said Parallel Line 370.00 Feet; Thence East-Northerly Parallel with Said Toll Highway Tract 128.07 Feet; Thence Westerly on The Arc of a Circle Convex Southwest-erly and having a Radius of 768.26 Feet for a Distance of 120.38 Feet to its Point of Intersection with a Line 439.50 Feet Northwesterly of (At Right Angle Measurement) and Par-allel with the Northerly Line of Said Toll Highway Tract; Thence West Southwesterly in Said Last Described Parallel Line 446.81 Feet to its Point of Intersection with the Easterly Line of Wolf Road; Thence Southerly in the Easterly Line of Said Wolf Road, 393.09 Feet to its Point of Intersection with Said Line 50 Feet Northerly of and Parallel with the Northerly Line of said Toll Highway Tract, Thence Easterly in said Last Described Parallel Line 490.0 Feet to the Point of Beginning, in Cook County, Illinois.

Property Index Number: 0000 0-500-050-0000

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EXHIBIT A

Clerk's Office

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PROJECT # 5664 - BULK SYSTEM CONT.

VENDOR	INVOICE #	DESCRIPTION	Q AMT.
"	01130363	panel adapter	987.36
"	01127992	weld metal	9154.50
"	01134073	misc. appletons and wire	93,651.78
"	01135049	cutting oil	929.70
"	01135050	cutting oil	924.75
"	01135573	contact block	9114.50
LABOR			
Waldron Electric Co.	2368	electrical work	9960.00
"	2219	electrical work	91,160.00
"	2371	electrical work	9640.00
"	2379	electrical work	92,775.00
"	2378	electrical work	91,107.00
"	2374	electrical work	93,840.00
"	2372	electrical work	9195.00
"	2376	electrical work	93,755.00
TOTAL JOB 5664			9269,379.74

Property of Cook County Clerk's Office

915-1284

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PROJECT # 5599 - NEW MIXING ROOMS NL

11612861

VENDOR

INVOICE #

DESCRIPTION

\$ AMT.

EQUIPMENT

Steiner Electric Company 01101511

clamps and gaskets

\$207.27

LABOR

Waldron Electric Co.

2288
2292

electrical labor
electrical labor

95,120.00
93,021.00

TOTAL JOB 5599

98,348.27

PROJECT # 5612 - BUILT OIL TANK

VENDOR

INVOICE #

DESCRIPTION

\$ AMT.

EQUIPMENT

Baldewein Company

122860

steel teflon 6 tri-clamp elbows

\$754.20

TOTAL JOB 5612

\$754.20

Property of Cook County Clerk's Office

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PROJECT # 5664 - BULK SYSTEM EXPANSION

EQUIPMENT VENDOR INVOICE # DESCRIPTION \$ AMT.

EQUIPMENT	VENDOR	INVOICE #	DESCRIPTION	\$ AMT.
Great Lakes Airgas		WC00007349	nozzles, electrodes, adapters, adapter	9977.66
		FP000004615	wood stakes	99.63
		33819.00	probes	9127.97
Clenrock Company			foundation materials	9539.57
Industrial Thermo Products		18088	wire kit and stainless steel	915,000.00
Lindy Construction		10/10/91	square to round transition	91,035.73
Ronco Industrial Supply		1080645-01	hot rolled steel plates	9750.00
Select Metals		038924	transition	92,487.25
		038932	steel tubing	9285.00
		038966	mixer cover	92,806.45
		038962	hot rolled steel angles	93,900.00
		038999	re bars	9699.20
		039001	steel tubing	95,235.00
		039002	bulk plant addition	9204.50
		039003	wireway and transposition	9204,875.74
		039014	burial cable w/ground	9139.91
		51112	drop hangars	944.25
Shick Tube-Veyer Corp.		01123003	2" mayers hubs	925.90
Steiner Electric Company		01115740	belden cables	9284.10
		01118388	stranded wires	97,166.78
		01119992	wireways	995.75
		01121562	switches	91,702.48
		01118979	sq. d switch	91,291.36
		01123132	copper wires	9434.82
		01122883	hoffman wireways	932.68
		01126855	panel adapter	941.44
		01128642		
		01129763		
		01124747		

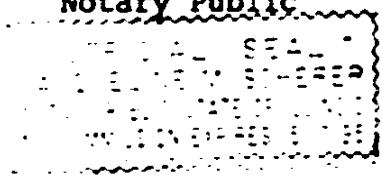
91612861

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STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that _____ and _____, _____ President and _____ Secretary, respectively, of Weimarc Company, an Illinois general partnership, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal _____, 1991.

Notary Public


STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that _____ and _____, _____ President and _____ Secretary, respectively, of The PrivateBank and Trust Company, an Illinois corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal _____, 1991.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

916-1288-1

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that _____ and _____, _____ President and _____ Secretary, respectively, of Cramlo Leasing Corporation, an Illinois corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and