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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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MICHELLE R. FAJMAN
RECORDER

Prepared by and Return to:

Duane Morris LLP
190 South LaSalle Street
Suite 3700
Chicago, Illinois 60603
Attention: Daniel Kohn, Esq.

CHICAGO TITLE INSURANCE COMPANY

SUBORDINATION AND ATTORNMENT AGREEMENT

AND ESTOPPEL CERTIFICATE

1202264CM

THIS SUBORDINATION AND ATTORNMENT AGREEMENT AND ESTOPPEL CERTIFICATE (this "Agreement") is entered into by and among **CHEMCOATERS, L.L.C.**, an Indiana limited liability company ("Tenant"), whose address is 700 Chase Street, Gary, Indiana 46404, **CHASE LAND, L.L.C.**, an Indiana limited liability company ("Landlord"), whose address is 700 Chase Street, Gary, Indiana 46404, and **AMERICAN CHARTERED BANK**, an Illinois banking corporation, ("Lender"), whose address is 2205 Butterfield Road, Downers Grove, Illinois 60414.

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 "**Premises**");

WHEREAS, Landlord and Tenant have entered into a certain Build-to-Suit Industrial Lease dated as of May 3, 2000, leasing to Tenant the Premises (said Build-to-Suite Industrial Lease, as the same may hereafter be amended, modified, renewed, extended or replaced, is hereinafter referred to as the "**Lease**");

WHEREAS, Lender has agreed to make a certain term loan to Landlord in the original principal amount of Two Million One Hundred Thousand and No/100 Dollars (\$2,100,000.00) (the "**Loan**"), which Loan will be evidenced by a mortgage note dated as of August 24, 2012, in the amount of Two Million One Hundred Thousand and No/100 Dollars

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(\$2,100,000.00) (the "Note"), such Loan being secured by, among other things, a certain Open-End Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement (the "Mortgage"), dated as of August 24, 2012, from Landlord for the benefit of Lender, encumbering the Premises; and

WHEREAS, Lender and Tenant desire to confirm their understanding with respect to the Lease, the Loan, the Note and all other loan documents evidencing 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 the Lease and the leasehold estate created thereby and all of Tenant's rights thereunder to the Mortgage and the lien 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 Mortgage and all renewals, modifications, consolidations, replacements and extensions thereof 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 Mortgage; (b) release, surrender, exchange or modify any obligation secured by the Mortgage, or any security for such obligation; or (c) settle or compromise any claim with respect to any obligation secured by the Mortgage or against any person who has given security for any such obligation.

2. **Attornment.** 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 Mortgage, 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, 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. Tenant hereby agrees that New Owner shall not be:

- (a) liable for any act or omission of a prior landlord (including Landlord); or
- (b) subject to any claims, offsets or defenses which Tenant might have against any prior landlord (including Landlord); 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, termination, amendment or modification of the Lease made without the written consent of Lender; or

(e) responsible for the making of any improvement to any of the Premises or repairs in or to any of the Premises in the case of damage or destruction of any of the Premises 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 cure any defaults of any prior landlord under the Lease which occurred prior to the date on which New Owner succeeded to Landlord's interest under the Lease.

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 Mortgage to the extent necessary under applicable law in order for Lender to avail itself of and 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 Mortgage 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 Premises, 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 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 Note and the Loan. In the event that Lender or any future party to whom Lender may assign the Mortgage notifies Tenant of a default under the Mortgage 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. **Estoppel.** Tenant hereby states, declares, represents and warrants as follows:

(a) The description of the Lease in the recitals hereof is true, correct and complete, including all amendments, supplements and modifications thereto. Concurrently herewith, Tenant is delivering to Landlord a true, correct and complete copy of the Lease, certified to be so pursuant to a Certificate in the form attached hereto as Exhibit "B", which is not intended to be recorded. Tenant has properly executed the Lease and the Lease is in full force and effect.

(b) As of the date of Tenant's execution hereof, Tenant is occupying and paying rent on a current basis for the Premises. The rent currently being paid by Tenant for the Premises pursuant to the terms of the Lease is \$ _____ per month.

(c) With respect to the Premises, Tenant has accepted possession thereof under the Lease, and all items of an executory nature relating thereto to be performed by Landlord have been completed, including, but not limited to, completion of construction thereof (and all other improvements required under the Lease) in accordance with applicable plans and specifications and within the time periods set forth in the Lease, and the payment by Landlord of any contribution towards work to be performed by Tenant under the Lease.

(d) Tenant acknowledges that the initial term of the Lease commenced on _____, and terminates on _____.

(e) No Default on the part of Tenant exists under the Lease in the performance of the terms, covenants and conditions of the Lease required to be performed on the part of Tenant.

(f) No Default on the part of Landlord exists under the Lease in the performance of the terms, covenants and conditions of the Lease required to be performed on the part of Landlord.

(g) Tenant has not assigned, sublet, transferred, hypothecated or otherwise disposed of its interest in the Lease and/or the Premises, or any part thereof.

(h) There have been no promises or representations made to Tenant by Landlord concerning the Lease or the Premises not contained in the Lease.

(i) Neither the Lease nor any obligations of Tenant thereunder have been guaranteed by any person or entity.

(j) No hazardous substances are being (or have been or will be during the term of the Lease) generated, used, handled, stored or disposed of by Tenant on any of the Premises in violation of any applicable laws, rules or regulations or the terms of the Lease.

(k) No rentals are accrued and unpaid under the Lease.

(l) No security or deposits as security have been made under the Lease.

(m) Tenant has no defense as to its obligations under the Lease and claims no setoff or counterclaim against Landlord.

(n) Tenant has not received notice of any assignment, hypothecation, mortgage or pledge of Landlord's interest in the Lease or the rents or other amounts payable thereunder.

(o) Tenant has no right or option of any nature whatsoever, whether pursuant to the Lease or otherwise, to purchase the Premises, or any portion thereof or any interest therein.

Whenever requested by Lender, Tenant shall, without charge, execute and deliver to Lender a written confirmation that the representations contained in this paragraph remain correct and complete (or specifying any matter to the contrary),

6. **Limitation of Liability.** Lender shall not, either by virtue of the Mortgage 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.

7. **Tenant's Agreements.** Tenant hereby covenants and agrees that:

(a) Tenant shall not pay any rent or additional rent under the Lease more than one (1) month in advance;

(b) Tenant shall not amend, modify, cancel or terminate the Lease without Lender's prior written consent;

(c) Tenant shall not voluntarily subordinate the Lease to any lien or encumbrance (other than the Mortgage) without Lender's prior written consent;

(d) Tenant shall not assign the Lease or sublet all or any portion of the Premises (except as permitted by the terms of the Lease) without Lender's prior written consent; and

(e) Tenant shall deliver to Lender, from time to time and within ten (10) days from the date of request, a written statement in form and substance satisfactory to Lender certifying to certain matters relating to the Lease.

8. **Insurance; Condemnation Awards and Insurance Proceeds.**

Notwithstanding anything contained in the Lease to the contrary, Landlord and Tenant agree that: (a) so long as Tenant is required under the Lease to maintain property insurance on the improvements on the Premises, Tenant shall obtain and maintain the property insurance Landlord is required to obtain and maintain under the Mortgage and will cause all policies of hazard insurance to be payable to Lender pursuant to a standard mortgagee clause acceptable to Lender; and (b) all condemnation awards and insurance proceeds paid or payable with respect to the Premises shall be applied in accordance with the terms of the Mortgage.

9. **Notice.** Any notices or other communications required or permitted to be given by this Agreement must be given in writing and personally delivered, mailed by prepaid certified or registered mail, with return receipt requested, or sent by generally recognized overnight delivery service to the party to whom such notice or communication is directed, to the address of such party first set forth above. Any such notice or other communication shall be deemed to have been given, if personally delivered, on the day it is personally delivered, if mailed, on the day of actual delivery as shown by the addressee's return receipt or the expiration of forty-eight (48) hours after the date mailed, whichever is earlier in time, or if sent by generally recognized overnight delivery service, on the expiration of twenty-four (24) hours after the date sent by generally recognized overnight delivery service. Any party may change such party's address for purposes of this Agreement by giving notice of such change to the other parties pursuant to this Paragraph 9. 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.

10. **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 Mortgage 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) 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 and under the Lease may not be assigned or transferred without the prior written consent of Lender, which consent shall not be unreasonably withheld.

(c) 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.

(d) 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.

(e) This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, excluding its principles of conflict of laws.

(f) 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.

(g) All references to any instrument, document or agreement shall, unless the context otherwise requires, refer to such instrument, document or agreement as the same may be, from time to time, amended, modified, supplemented, renewed, extended, replaced or restated.



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 Mortgage.

Date: August 24, 2012

TENANT:

CHEMCOATERS, L.L.C.

By: [Signature]
Name: ROBERT V. BOBB
Title: MANAGER

Date: August 24, 2012

LANDLORD:

CHASE LAND, L.L.C.

By: [Signature]
Name: ROBERT J. BOBB
Title: MANAGER

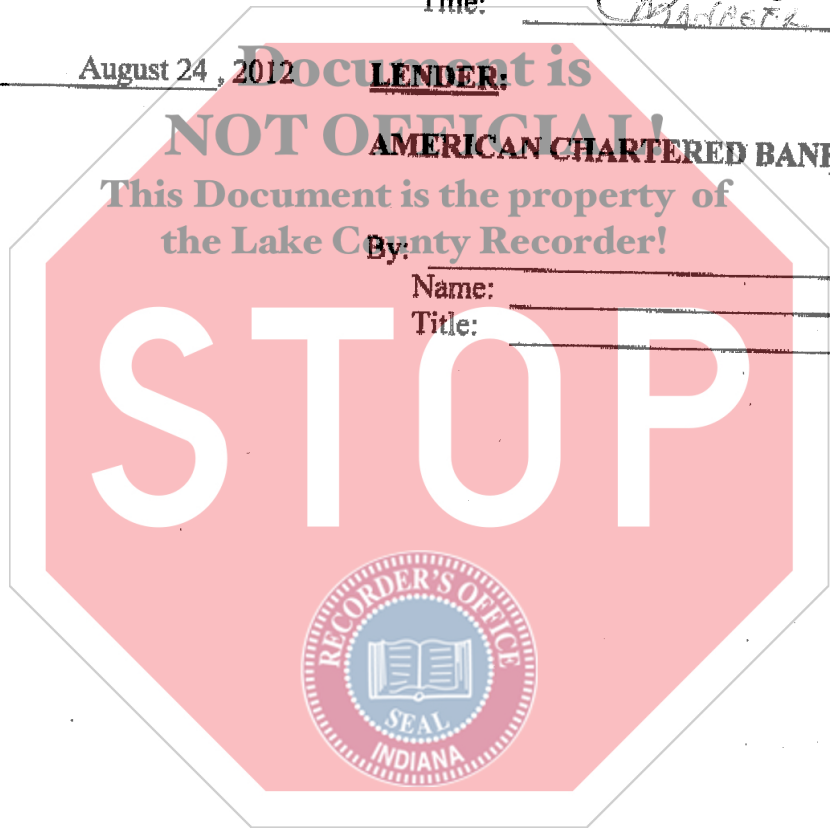
Date: August 24, 2012

LENDER:

AMERICAN CHARTERED BANK

This Document is the property of the Lake County Recorder!

By: _____
Name: _____
Title: _____



Signature Page to Subordination and Attornment Agreement
And Estoppel Certificate (Chemcoaters, L.L.C.)

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 Mortgage.

Date: August 24, 2012

TENANT:

CHEMCOATERS, L.L.C.

By: _____
Name: _____
Title: _____

Date: August 24, 2012

LANDLORD:

CHASE LAND, L.L.C.

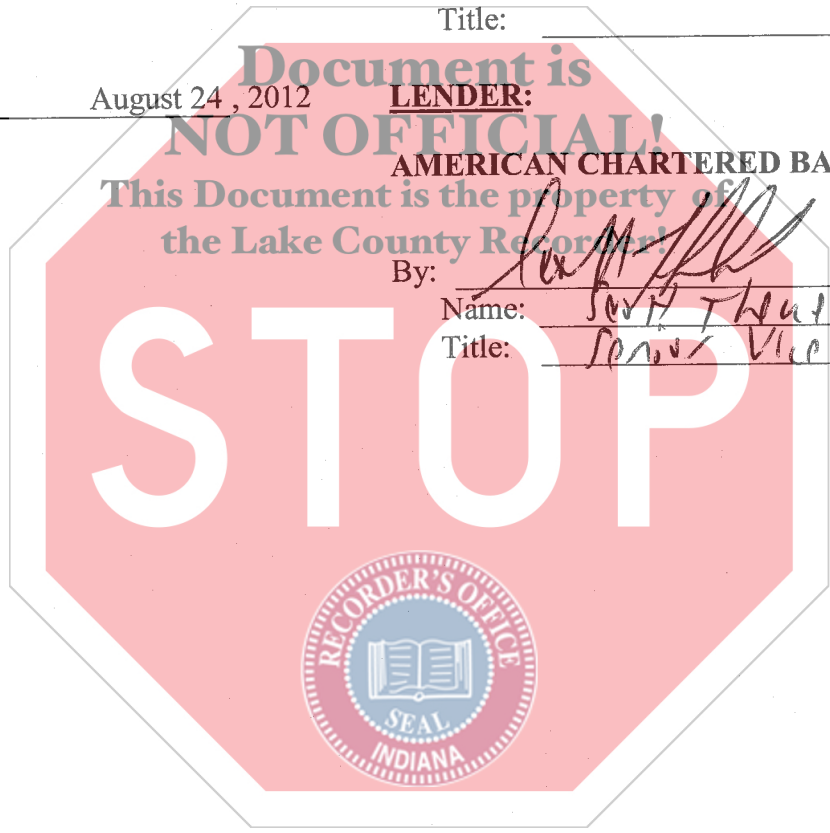
By: _____
Name: _____
Title: _____

Date: August 24, 2012

LENDER:

AMERICAN CHARTERED BANK

By: _____
Name: Scott Thomas Kent
Title: Senior Vice President

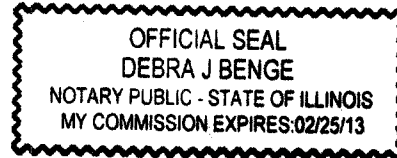


State of Illinois)
County of Cook)

Personally appeared before me, the undersigned authority in and for the said county and state, on this 24th day of August, 2012, within my jurisdiction, the within named Robert J. Bobb who acknowledged that s/he is manager of **CHEMCOATERS, L.L.C.**, a Indiana limited liability company, and that as the act and deed of such entity, s/he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company to do so.

Debra J. Benge
Notary Public

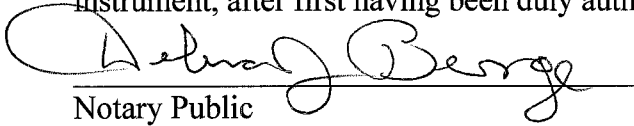
My commission expires: 2/25/13



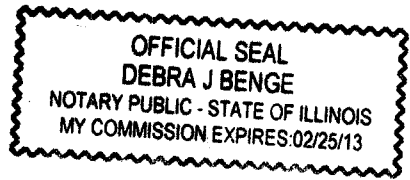
Notary Page to Subordination and Attornment Agreement
And Estoppel Certificate (Chemcoaters, L.L.C.)

State of Illinois)
)
County of Cook)

Personally appeared before me, the undersigned authority in and for the said county and state, on this 24th day of August, 2012, within my jurisdiction, the within named Robert J Bobb, who acknowledged that s/he is Manager of CHASE LAND, L.L.C., a Indiana limited liability company, and that as the act and deed of such entity, s/he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company to do so.


Notary Public

My commission expires:
2/25/13



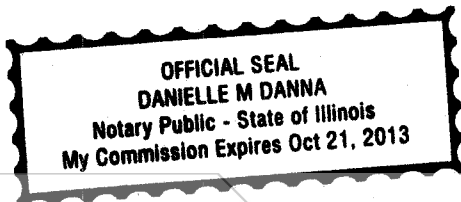
Notary Page to Subordination and Attornment Agreement
And Estoppel Certificate (Chase Land, L.L.C.)

State of Illinois)
County of DePaul)

Personally appeared before me, the undersigned authority in and for the said county and state, on this 24th day of August, 2012, within my jurisdiction, the within named Scott Neuerkauf who acknowledged that he is SENIOR VP of **AMERICAN CHARTERED BANK**, an Illinois banking corporation, and that as the act and deed of such entity, he executed the above and foregoing instrument, after first having been duly authorized by said banking corporation to do so.

Danielle M. Danna
Notary Public

My commission expires:
10/21/2013



Notary Page to Subordination and Attornment Agreement
And Estoppel Certificate (American Chartered Bank)

EXHIBIT "A"

DESCRIPTION OF PREMISES

Part of the Southeast Quarter of Section 6, Township 36 North, Range 8 West of the Second Principal Meridian, in the City of Gary, Lake County, Indiana, being more particularly described as follows:

Commencing at the Southwest corner of the Southeast Quarter of said Section 6; thence North 00 degrees 12 minutes 35 seconds East, along the West line of the Southeast Quarter of Section 6, a distance of 604.02 feet; thence South 89 degrees 47 minutes 25 seconds East, a distance of 43.02 feet, to the point of beginning, thence North 00 degrees 12 minutes 35 seconds east, parallel with the West line of the Southeast Quarter of said Section 6, a distance of 770.04 feet; thence South 89 degrees 12 minutes 34 seconds East, parallel with the South line of said Section 6, a distance of 792.00 feet; thence South 00 degrees 12 minutes 35 seconds West, parallel with the West line of the Southeast Quarter of said Section 6, a distance of 770.04 feet; thence North 89 degrees 12 minutes 34 seconds West, parallel with the South line of said Section 6, a distance of 792.00 feet, to the point of beginning.

Property Address 700 Chase Street, Gary Indiana 46404

Tax No.: 45-08-06-451-001.000-004

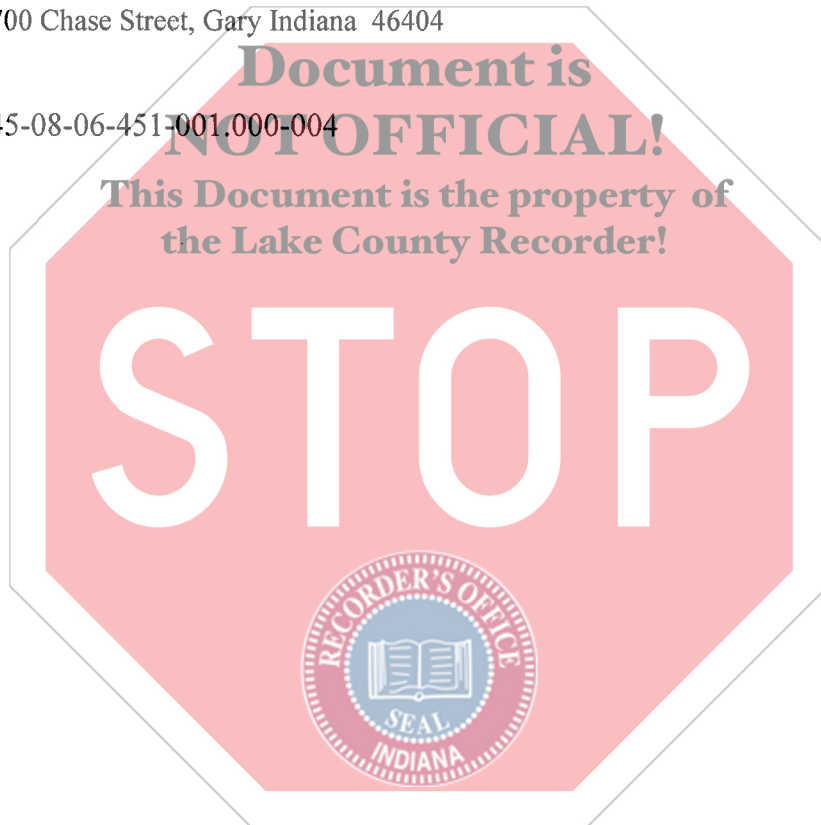


EXHIBIT "B"

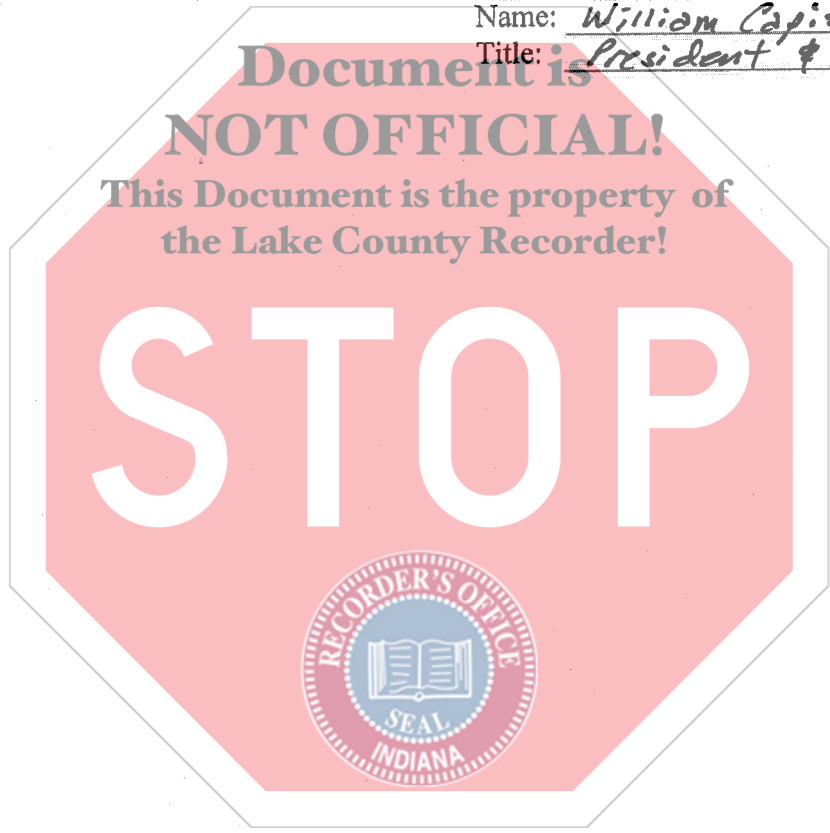
CERTIFICATE REGARDING LEASE

The undersigned ("Tenant"), hereby certifies to AMERICAN CHARTERED BANK, 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 CHASE LAND, L.L.C., as Landlord, with respect to the premises located at 700 Chase Street, Gary, Indiana 46404.

Executed this 24th day of August, 2012.

CHEMCOATERS, L.L.C.

By: William Capizzano
Name: William Capizzano
Title: President & C.O.O.

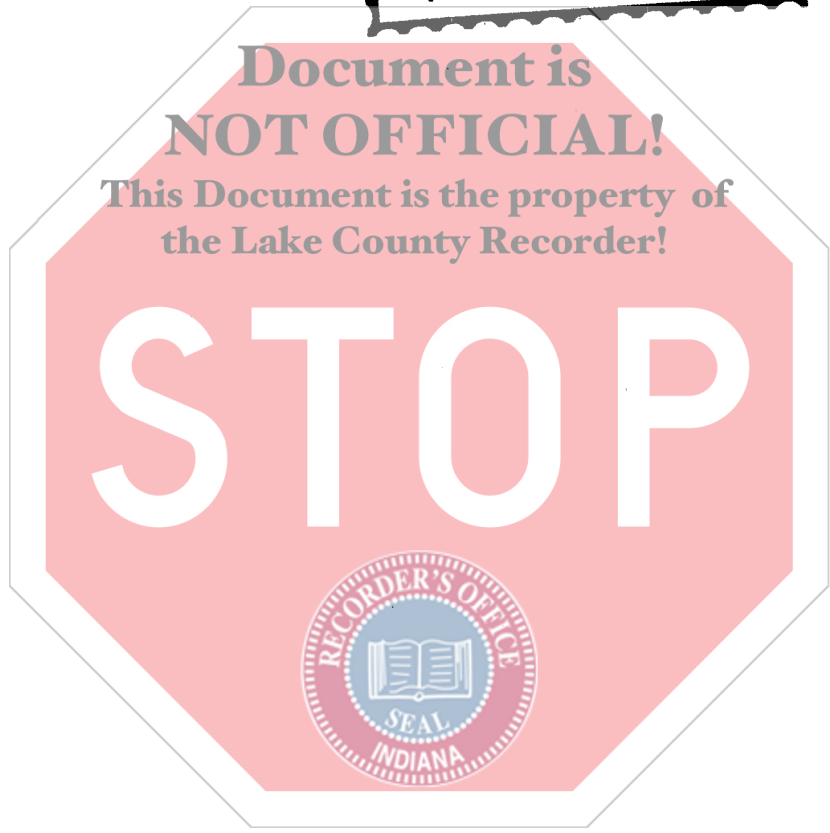
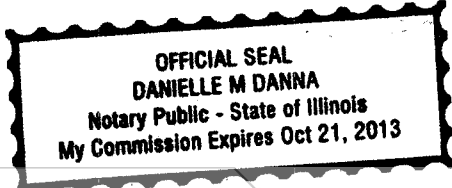


State of Illinois)
County of DePaul)

Personally appeared before me, the undersigned authority in and for the said county and state, on this 24th day of August, 2012, within my jurisdiction, the within named Scott Heuerkauf who acknowledged that he is SENIOR V.P. of **AMERICAN CHARTERED BANK**, an Illinois banking corporation, and that as the act and deed of such Senior V.P., he executed the above and foregoing instrument, after first having been duly authorized by said banking corporation to do so.

Danielle M. Danna
Notary Public

My commission expires:
10/21/2013



Notary Page to Subordination and Attornment Agreement
And Estoppel Certificate (American Chartered Bank)