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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2017 JUL 18 AM 10:32

MICHAEL B. BROWN
RECORDER

Tax Parcel No.: 45-11-09-152-001.000-036 **2017 043775**

Common Address: 1133 Indianapolis Boulevard
Scherverville, Indiana 46375

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TENANT ESTOPPEL CERTIFICATE AND SUBORDINATION AGREEMENT
This Document is the property of the Lake County Recorder!

July 13, 2017

TO: Wheaton Bank & Trust Company
100 North Wheaton Avenue
Wheaton, Illinois 60187



Ladies and Gentlemen:

McCann Industries, Inc., an Illinois corporation ("Tenant"), hereby acknowledge that Wheaton Bank & Trust Company, an Illinois state chartered bank (the "Lender"), has made or will make certain extensions of credit, loans and other financial accommodations to JIM Holdings, LLC, an Indiana limited liability company ("Borrower") (collectively the "Financial Accommodations"). Tenant acknowledges and agrees that part of the collateral that secures, among other things, the full and timely payment of the Financial Accommodations and the full and prompt performance of all covenants, duties and agreements of Borrower to and with Lender (the "Covenants") includes that certain Mortgage and Security Agreement of even date herewith executed and delivered by Borrower to Lender (as amended or restated, the "Mortgage") and that certain Assignment of Rents and Lessor's Interest in Leases of even date herewith executed and delivered by Borrower to Lender (as amended or restated, the "Assignment of Rents"), that assign to Lender, among other things, all of Borrower's right, title and interest in and to that certain lease by and between Tenant and Borrower, as landlord, and any renewals, extensions, modifications, amendments or substitutions thereto (hereinafter the "Lease"). The Lease provides for the lease to the Tenant of the premises located at 1133 Indianapolis Boulevard, Scherverville, Indiana 46375, and legally described on Exhibit "A" attached hereto (the "Property"). In connection therewith, Tenant hereby acknowledges and agrees as follows:

1. All rental payments under Tenant's Lease shall be paid as therein provided until the 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

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Heartland Title Services, Inc. \$25100
101 E. 90th Drive Suite C
Merrillville, IN 46410
HTB

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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 between Borrower and Lender. Borrower 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 Borrower.

2. No cancellation, modification, assignment, renewal, extension or amendment to 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 Lease, either by virtue of the Assignment of Rents and Leases or any receipt or collection of rents under the Lease.

4. Tenant is in possession of the Property.

5. Tenant will deliver to Lender a copy of all notices Tenant serves on or receives from Borrower.

6. The Lease is in full force and effect, no rentals have been paid more than thirty (30) days in advance and Tenant has no claims against Borrower.

7. There are no amendments, renewals or extensions to the Lease.

8. Tenant acknowledges and agrees that it has paid the security deposit to Borrower set forth in the Lease, if any.


9. No breach, default or event of default, whether by Borrower or Tenant, exists under the Lease. Tenant will not seek to terminate the Lease by reason of any act or omission of Borrower until Tenant delivers written notice of such act or omission to Lender and Borrower 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.

10. The Lease is and shall be subject and subordinate in all respects to the Mortgage and Assignment of Rents as security for, among other things, the Financial Accommodations and the Covenants, and subordinate to any renewal, consolidation, modification, substitution, amendment, replacement or extension thereof (collectively an "Amendment"), with the same force and effect as if the Mortgage and 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.

[signature page follows]

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

MCCANN INDUSTRIES, INC.,
an Illinois corporation

By: 
Steven Roggeman, Chief Financial Officer

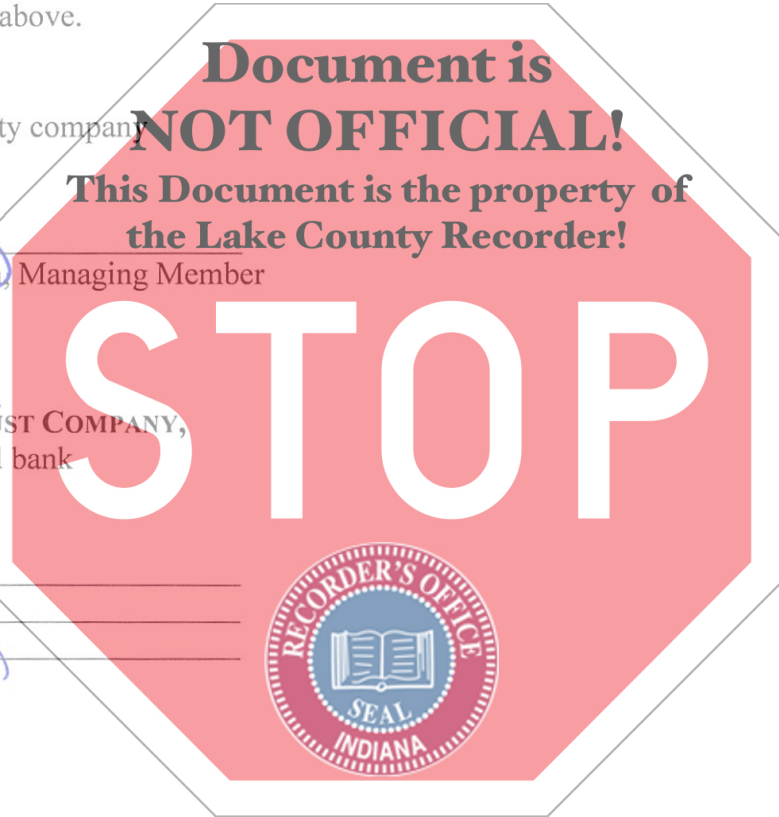
Consented and agreed to
as of the date first noted above.

JJM HOLDINGS, LLC,
an Indiana limited liability company

By: 
James J. McCann, Managing Member

WHEATON BANK & TRUST COMPANY,
an Illinois state chartered bank

By: _____
Name: _____
Its: _____



[Signature page Tenant Estoppel Certificate and Subordination Agreement]

STATE OF ILLINOIS)
) S.S.
COUNTY OF DePue)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that **Steven Roggeman**, who is personally known to me to be the Chief Financial Officer of **McCann Industries, Inc.**, an Illinois Corporation, 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 free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 12 day of July, 2017.

Lindsey Tanis
Notary Public

Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder!

My commission expires: 01/19/2020

OFFICIAL SEAL
LINDSEY TANIS
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 01/19/20

THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING SHOULD BE
RETURNED TO:

Victor A. Des Laurier, Esq.
Thompson Coburn LLP
55 East Monroe Street
37th Floor
Chicago, Illinois 60603

As required under Indiana Code 36-2-11-15:

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Victor A. Des Laurier, Esq.

STATE OF IL)
) S.S.
COUNTY OF DeWitt)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that **James J. McCann**, personally known to me to be the Managing Member of **JJM Holdings, LLC**, an Indiana limited liability company, whose name is subscribed to the foregoing Tenant Estoppel Certificate and Subordination Agreement, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of the corporation, for the uses and purposes therein set forth.


GIVEN under my hand and notarial seal this 12 day of July, 2017.

Lindsey Tanis
Notary Public

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This Document is the property of the Lake County Recorder!

OFFICIAL SEAL
LINDSEY TANIS
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 01/19/20

STOP



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

~~MCCANN INDUSTRIES, INC.,
an Illinois corporation~~

~~By: _____
James J. McCann, President~~

~~Consented and agreed to
as of the date first noted above.~~

~~JJM HOLDINGS, LLC,
an Indiana limited liability company~~

~~By: _____
James J. McCann, Managing Member~~

~~WHEATON BANK & TRUST COMPANY,
an Illinois state chartered bank~~

By: Scott Ross
Name: SCOTT ROSS
Its: VP



[Signature page Tenant Estoppel Certificate and Subordination Agreement]

STATE OF ILLINOIS)
) S.S.
COUNTY OF Will)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that SCOTT ROF STAL, who is personally known to me to be the VP of Wheaton Bank & Trust Company, 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 free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 11th day of July, 2017.



THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING SHOULD BE
RETURNED TO:

Victor A. Des Laurier, Esq.
Thompson Coburn LLP
55 East Monroe Street
37th Floor
Chicago, Illinois 60603

As required under Indiana Code 36-2-11-15:

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Victor A. Des Laurier, Esq.

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1: THE NORTH 160 FEET OF THE EAST 600 FEET OF THE WEST 655 FEET OF THE SOUTH SIX TWENTY-FIRSTS 6/21st OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 35 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 9; THENCE NORTH, ALONG THE WEST LINE THEREOF, 378.0 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID SOUTH 6/21 PART; THENCE EAST, ALONG SAID NORTH LINE 55 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 41 AND THE PLACE OF BEGINNING; THENCE CONTINUING EAST, ALONG SAID NORTH LINE OF THE SOUTH 6/21 PART, A DISTANCE OF 600 FEET; THENCE SOUTH, PARALLEL TO THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 41, 160.0 FEET; THENCE WEST, PARALLEL WITH THE NORTH LINE OF SAID SOUTH 6/21 PART, A DISTANCE OF 600.00 FEET TO THE AFORESAID EAST RIGHT OF WAY LINE, THENCE NORTH, ALONG SAID EAST RIGHT OF WAY LINE, 160.0 FEET TO THE PLACE OF BEGINNING, ALL IN THE TOWN OF SCHERERVILLE, LAKE COUNTY, INDIANA.

This Document is the property of

PARCEL 2: PART OF THE SOUTH 6/21st PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 35 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT OF INTERSECTION OF THE NORTH LINE OF SAID SOUTH 6/21st PART WITH THE EAST 55 FOOT RIGHT OF WAY LINE OF U.S. HIGHWAY #41, WHICH POINT LIES 41.93 FEET EAST OF THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE EAST, ALONG THE NORTH LINE OF CONTINUING EAST, ALONG SAID NORTH LINE OF THE SOUTH 6/21st PART A DISTANCE OF 42.0 FEET; THENCE SOUTH PARALLEL WITH SAID EAST 55 FOOT RIGHT OF WAY LINE OF U.S. #41, 160.0 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID SOUTH 6/21st PART, 42.0 FEET; THENCE NORTH, 160.00 FEET TO THE POINT OF BEGINNING, ALL IN THE TOWN OF SCHERERVILLE, LAKE COUNTY, INDIANA.

TAX PARCEL NUMBER: 45-11-09-152-001.000-036

COMMON ADDRESS: 1133 Indianapolis Boulevard
 Schererville, Indiana 46375

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