

United States Court of Appeals

For the Seventh Circuit
Chicago, Illinois 60604

December 16, 2010

HON. JOEL M. FLAUM, CIRCUIT JUDGE

HON. ANN CLAIRE WILLIAMS, CIRCUIT JUDGE

HON. DIANE S. SYKES, *CIRCUIT JUDGE*

REGER DEVELOPMENT, LLC,]
] Appeal from the United
Plaintiff-Appellant,] States District Court for
] the Northern District of
] Illinois, Eastern Division.
No. 09-2821 v.]
] No. 08 CV 6200
NATIONAL CITY BANK,]
] Virginia M. Kendall,
Defendant-Appellee.] <i>Judge.</i>

ORDER

The opinion issued in the above-entitled case on January 20, 2010, is hereby amended as follows:

On Page 12, line 11 through the end of the paragraph should read:

The bank's decision to hold off on taking full advantage of its legitimate powers until it could discuss less painful possibilities with its customer is not an impermissible threat and cannot give rise to any suit for breach. Reger

Development's lone citation for the contrary proposition is *Kham & Nate's Shoes No. 2, Inc. v. First Bank of Whiting*, 908 F.2d 1351 (7th Cir. 1990). That opinion discussed the duties of a bank under the bankruptcy code and expressly concluded that good-faith restrictions did not override a demand-note lender's contractual rights and obligations. *See id.* at 1357-58; *see also id.* at 1357 ("Firms that have negotiated contracts are entitled to enforce them to the letter, even to the great discomfort of their trading partners, without being mulcted for lack of 'good faith.'").