

SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT

990232

Reference is made to a certain Lease (the "Lease") dated May 20, 1988, between MARKO IVETICH ("Landlord") and TRANSPORT USA, INC. ("Tenant") pertaining to a portion of the premises legally described in Exhibit "A" attached hereto and located at 3350 Calumet Avenue, Hammond, Indiana (the "Premises").

SOUTH CHICAGO SAVINGS BANK ("Mortgagee") holds a mortgage encumbering the Premises and other property located on the Premises (the "Mortgage"), which was granted to secure a certain loan made to Marko Ivetich and Koviljka Ivetich and evidenced by a note executed by Marko Ivetich and Koviljka to Mortgagee in the original principal amount of \$750,000 and notwithstanding anything in the Lease to the contrary, Mortgagee and Tenant hereby agree:

1. The Lease and the rights of Tenant thereunder including, but not limited to, the option to purchase, right of first refusal and the rights of Tenant to insurance and condemnation proceeds contained in the Lease shall be and are hereby made expressly subject and subordinate at all times to the lien of the Mortgage and to all advances made or hereafter to be made upon the security thereof. Tenant agrees to execute and deliver such further instruments, in form and content reasonable satisfactory to Mortgagee, subordinating the Lease to the lien of the Mortgage as may be requested in writing by Mortgagee from time to time. Tenant acknowledges that its title is and always shall be subordinate to the interest of Landlord and Mortgagee in the Premises and nothing herein contained shall empower Tenant to do any act which can shall or may encumber the title of the Landlord or Mortgagee in the Premises. Notwithstanding anything to the contrary herein contained, Mortgagee may, by written notice to Tenant, subordinate its Mortgage to the Lease.

2. Upon the foreclosure of the Mortgage by voluntary agreement or otherwise, or the commencement of any judicial action seeking such foreclosure, Tenant shall, subject to the provisions of Paragraph 4 below, attorn to and recognize Mortgagee or the purchaser of the Premises at any foreclosure sale or the grantee of a deed in lieu of foreclosure with respect to the Premises (such purchaser or grantee hereinafter referred to as a "Foreclosure Purchaser") as Tenant's Landlord under the Lease.

3. Neither Mortgagee, its successors or assigns, nor any foreclosure Purchaser shall in any way or to any extent be obligated or liable to Tenant (i) for any prior act, or default on the part of the original or any prior landlord under the Lease, or (ii) for any security deposit or any other sums deposited with the original or any prior landlord under the Lease, and not physically delivered to Mortgagee, its successors or assigns, or (iii) under any provision in the Lease relating to a duty or obligation of the landlord first accruing prior to the foreclosure or

PREPARED BY AND MAIL TO:

John Duax
SCHWARTZ & FREEMAN
401 North Michigan Avenue
Chicago, Illinois 60611

STREET ADDRESS:

3350 Calumet Avenue
Hammond, Indiana

| | | |
|-------------|-----------|----------|
| Tax Number: | 37-110-32 | 34-210-8 |
| | 37-110-35 | 34-210-9 |
| | 34-210-1 | 34-206-1 |
| | 34-210-7 | |

Dated as of July 20, 1988

CHICAGO TITLE INSURANCE COMPANY
INDIANA DIVISION

LILLIAN A. BLASTICK
RECORDER, LAKE COUNTY
CROWN POINT, INDIANA 46307

JUL 21 1988

Handwritten initials and date: 17-88

transaction in lieu of foreclosure, or (iv) with respect to the construction and completion of any improvements on the Premises; and Tenant shall have no right to set up or assert any of the foregoing or any damages arising therefrom as an offset, defense or counterclaim against Mortgagee, its successors or assigns or any Foreclosure Purchaser.

4. Tenant's right to possession of the Premises shall not be disturbed and the rent and all other provisions of the Lease shall be honored without any changes or modification whatsoever by Mortgagee, its successors or assigns, provided Tenant is not in default under the Lease and shall continue to observe and perform its obligations under the Lease and this Agreement and shall pay rent as provided in the Lease to whomever may be lawfully entitled to the same from time to time without any offset or other defense.

5. Prior to or concurrently with the execution of this Agreement Tenant shall deliver a certificate, in the form attached hereto as Exhibit B, to Mortgagee.

6. Tenant agrees to give Mortgagee or any Foreclosure Purchaser, by registered or certified mail, notice of any default by Landlord under the Lease. Tenant further agrees that if Landlord shall have failed to cure such default within the time, if any, provided for in the Lease, Mortgagee or any Foreclosure Purchaser shall have an additional thirty (30) days after receipt of notice thereof to cure such default or if such default cannot be cured within that time, then Mortgagee or any Foreclosure Purchaser shall have such additional time as may be reasonably necessary to cure such default provided, if within such thirty (30) days and at all times thereafter, Mortgagee or any Foreclosure Purchaser has commenced and is diligently pursuing the remedies necessary to cure such default (including but not limited to commencement of foreclosure proceedings, if necessary, to effect such cure). Such period of time shall be extended by any period during which Mortgagee is prevented from commencing or pursuing such foreclosure proceedings by reason of Landlord's bankruptcy. Until the time allowed as aforesaid, for Mortgagee or any Foreclosure Purchaser to cure such defaults shall have expired without cure, Tenant shall have no right to, and shall not, terminate the Lease on account of default by Landlord. The Lease may not be modified or amended so as to reduce the rent or shorten the term, or so as to adversely affect in any other material respect the rights of the Landlord thereunder, nor shall the Lease be cancelled or surrendered, without the prior written consent of Mortgagee.

7. Tenant will in no event (i) assign its interest in the Lease, (ii) permit its interest under the Lease to be assigned by operation of law or otherwise, or (iii) subordinate or agree to subordinate the Lease to any other lien or encumbrance, without the express prior written consent of the Mortgagee, or its successors or assigns.

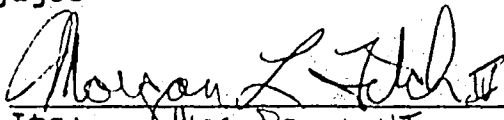
8. This Agreement shall inure to the benefit of Mortgagee and its successors and assigns and to any successor or assign of Tenant consented to by Mortgagee; provided, that upon Mortgagee's assignment of its interest, all obligations and liabilities of Mortgagee shall terminate, and thereupon all such obligations and liabilities shall be the responsibility of Mortgagee's assignee.

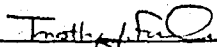
9. This Agreement shall not affect either the superior lien of the Mortgage or the superior right of Mortgagee to condemnation and insurance proceeds.

10. All notices hereunder shall be given in writing by United States registered or certified mail, postage prepaid, at the addresses of the parties set forth below or to such other address as the parties may from time to time designate by such a written notice.

11. Tenant agrees that this Agreement satisfies any condition or requirement relating to the granting of a non-disturbance agreement.

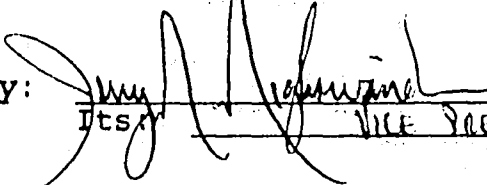
SOUTH CHICAGO SAVINGS BANK
Mortgagee

By: 
Its: VICE-PRESIDENT

ATTEST: 
Its: Assistant Cashier

ADDRESS:
9200 South Commercial Avenue
Chicago, Illinois

TRANSPORT USA, INC.

By: 
Its: VICE PRESIDENT

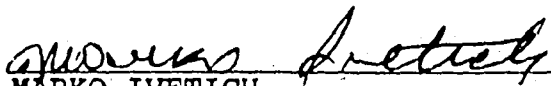
ATTEST: _____
Its: _____

ADDRESS:
Attn: 1200 Lebanon Road
West Mifflin, Pennsylvania 15122

AGREEMENT BY LANDLORD

Landlord, as the Mortgagor under the Mortgages, agrees for itself and for its successors and assigns that (i) the foregoing Subordination, Attornment and Non-Disturbance Agreement (the "Agreement") does not constitute a waiver or partial waiver by Mortgagee of any of its rights under the Mortgages and (ii) the Agreement does not in any way release the Mortgagor from its obligations to comply with every term, provision, condition, covenant, agreement, representation, warranty and obligation of the Mortgages, and that each of same remain in full force and effect and must be complied with by the Mortgagor thereunder and (iii) Mortgagor will not take any action contrary to or inconsistent with the provisions of the Agreement.

LANDLORD:



MARKO IVETICH

INDIANA
STATE OF ILLINOIS)
LAKE)
COUNTY OF COOK) SS.

I, WENDY WANTLAND, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that MARKO IVETCH, personally known to me whose name is subscribed to the within instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument and executed same as his free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 29th day of JULY, 1988.

Wendy Wantland
Wendy Wantland
Notary Public
SEAL
NOTARY PUBLIC
STATE OF ILLINOIS
WENDY WANTLAND

Commission Expires: October 9, 1988

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

I, VIRGINIA A. RESA, a Notary Public in and for said County, in the State aforesaid, do hereby certify that MORGAN L. FITCH IV, VICE PRESIDENT of SOUTH CHICAGO SAVINGS BANK and TIMOTHY J. FINLON, ASST. CASHIER of said Bank, who is personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VICE PRESIDENT and ASST. CASHIER, respectively, 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 Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial Seal, this 29 day of July, 1988.

Virginia A. Resa
Notary Public

Commission Expires: September 28, 1988

STATE OF INDIANA)
) SS.
COUNTY OF LAKE)

I, the undersigned, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY THAT JERRY NIGHSWANDER and _____ who are the VICE PRESIDENT and _____, of TRANSPORT USA, INC., personally known to me to be the same person whose names are subscribed to the foregoing instrument in the capacity above stated, 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, this 29th day of JULY, 1988.

Wendy Wantland
Notary Public
Wendy Wantland

SEAL

My Commission expires: Oct 9, 1988

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PREMISES

PARCEL 1:

A part of the Northwest quarter of Section 24, Township 37 North, Range 10 West of the Second Principal Meridian, City of Hammond, North Township, Lake County, Indiana, which is also part of vacated streets, vacated alleys, certain lots of Blocks 2, 3, 4, 5, 7 and Outlot "A" of Jones-Laughlin Addition to the City of Hammond, as per plat recorded in Plat Book 20, page 54, in the Recorder's Office, Lake County, Indiana, and described as beginning at a point in the West line of 80-foot wide Calumet Avenue at a point 287.7 feet South of the North line of said Section 24; thence South on said 40-foot West right of way line of said Calumet Avenue for a distance of 263.3 feet to the North line of 60-foot wide 134th Street; thence West on the North line of 60-foot wide 134th Street for a distance of 330.00 feet to the West line of Baltimore Avenue; thence South on the West line of 60-foot wide Baltimore Avenue for a distance of 165.0 feet to the South line of said Jones-Laughlin Addition; thence Northwesterly on the South line of said Jones-Laughlin Addition for a distance of 809.25 feet to the East line of the 20-foot North-South running alley of Block 2; thence North on said East line of North-South running 20-foot alley for a distance of 257.12 feet to a point in the West line of Lot 12, Block 2, said Jones-Laughlin Addition; thence East on a straight line that is parallel to and 9.25 feet North of the South line of Lot 12, Block 2, and Lots 12 and 27 of Blocks 3 and 4 of said Jones-Laughlin Addition for a distance of 785 feet to the West line of vacated Baltimore Avenue; thence South on said West line of vacated 60-foot wide Baltimore Avenue for a distance of 22.7 feet; thence East on a line parallel to and 263.3 feet North of said North line of 134th Street for a distance of 330.0 feet to the point of beginning.

PARCEL 2:

Lots 1, 2, 3, 4 and 5 of Block 6 of said Jones-Laughlin Addition as shown in Plat Book 20, page 54 in Recorder's Office of Lake County, Indiana, more particularly described as beginning at a point in the West 40-foot right of way line of said Calumet Avenue which is 611 feet South of the North line of said Section 24; thence South on said West 40-foot right of way line of Calumet Avenue for a distance of 125 feet to the South line of aforesaid Lot 5; thence West on said South line of Lot 5 for a distance of 125 feet to the West line of aforesaid Lots 1, 2, 3, 4 and 5 of Block 6; thence North on said West line of Lots 1, 2, 3, 4 and 5 of Block 6 of said Jones-Laughlin Addition for a distance of 125 feet to the South line of 134th Street; thence East on the South line of 60-foot wide 134th Street for a distance of 125 feet to the point of beginning.

PARCEL 3:

All that part of Lots 20 and 21 not included in the 300-foot wide Indiana East-West Toll Road and all of Lots 22 and 23 of Block 2 of said Jones-Laughlin Addition as shown in Plat Book 20, page 54 in Recorder's Office of Lake County, Indiana, more particularly described as beginning at a point in the East line 60-foot wide Johnson Avenue at a point 349.25 feet South of the North line of the Northeast quarter of said Section 24 which point is the Northwest corner of aforesaid Lot 23 and thence South along said East line of Johnson Avenue for a distance of 96.37 feet to the

Northeast right of way line of the Indiana East-West Toll Road; thence Southeast along the Northeast right of way line for a distance of 48.76 feet to the South line of said Jones-Laughlin Addition; thence Easterly on said South line for a distance of 110.32 feet to the West line of the 20-foot wide public alley running North and South thru said Block 2 of Jones-Laughlin Addition; thence North on said West line for a distance of 167.92 feet to the Northeast corner of said Lot 23; thence West on the North line of said Lot 23 for a distance of 125 feet to the point of beginning.

PARCEL 4:

Lot 7, except that part of Lot 7, Block 6, in Jones-Laughlin Addition to the City of Hammond, as appears in Plat Book 20, page 54, in the Recorder's Office of Lake County, Indiana, lying South of the Westerly projection of the North line of Lot 6, more particularly described as beginning at the Southeast corner of said Lot 7; thence North on the East line of said Lot 7 a distance of 23.98 feet; thence West on the Westerly projection of the North line of Lot 6 in said Block 6 a distance of 92.69 feet to the South line of said Jones-Laughlin Addition; thence Southeasterly on said South line 95.74 feet, more or less, to the Southeast corner of said Lot 7; and all of Lots 8 and 9, in Block 6 in Jones-Laughlin Addition to Hammond, and that part of vacated 134th Street lying East of the West line of Baltimore Avenue and West of the West line of Calumet Avenue; that part of vacated Baltimore Avenue lying South of the North line of 134th Street and North of the South line of said subdivision; and that part of vacated alley lying West of the West line of Lots 1 to 5, both inclusive, Block 6, Jones-Laughlin Addition to the City of Hammond, as shown in Plat Book 20, page 54, in Lake County, Indiana.

PARCEL 5:

Part of the Northeast Quarter of Section 24, Township 37 North, Range 10 West of the Second Principal Meridian, in the City of Hammond, Lake County, Indiana, described as follows: The South 146.7 feet of the North 287.7 feet of the East 330 feet of vacated Block 5, Jones-Laughlin Addition as per plat thereof in the Recorder's Office of Lake County, Indiana.

Excepting therefrom the following:

A part of Lots 9, 10, 11 and 12 in Block 5 in Jones-Laughlin Addition to the City of Hammond, Indiana, the plat of which is recorded in Plat Book 20, page 54, in the Office of the Recorder of Lake County, Indiana, described as follows: Beginning at the Southeast corner of said Lot 9; thence South 0 degrees 00 minutes 00 seconds East 54.64 feet along the East line of said Lots 10, 11 and 12; thence South 90 degrees 00 minutes 00 seconds West 15.00 feet; thence North 0 degrees 00 minutes 00 seconds East 59.19 feet to the North line of the owners' land; thence South 89 degrees 47 minutes 51 seconds East 15.00 feet along said North line to the East line of said Lot 9; thence South 0 degrees 00 minutes 00 seconds East 4.50 feet along said East line to the point of beginning.

**EXHIBIT B TO
SUBORDINATION, ATTORNMENMENT AND NON-DISTURBANCE AGREEMENT**

CERTIFICATE

Reference is made to that certain lease dated May 20, 1988, between MARKO IVETICH, as Landlord and TRANSPORT USA, INC., as Tenant, covering that portion of the premises leased by Tenant located at 3350 Calumet Avenue, Hammond, Indiana (the "Premises") as further described in said lease (the "Lease").

Tenant hereby certifies to and agrees with South Chicago Savings Bank that:

- (1) The Lease is in full force and effect;
- (2) Tenant has no offsets or defenses to its performance to the terms and conditions of the Lease, including the payment of rent;
- (3) Tenant has taken possession of the Premises and the construction of the improvements described in the Lease have been completed to Tenant's satisfaction;
- (4) Tenant has not and will not pay rent more than one (1) month in advance to Landlord;
- (5) Tenant will not look to any mortgagee for any security deposits paid to Landlord under the Lease unless such deposits have been received in cash by such mortgagee;
- (6) Tenant has received notice of and agrees to be bound by the Assignment of Rents and Leases dated April 6, 1988 to South Chicago Savings Bank;
- (7) Tenant will give to South Chicago Savings Bank copies of all notices required or given by Tenant to Landlord in connection with the Lease; and
- (8) Notwithstanding any term, covenant or condition of the Lease, Tenant shall have no right to any lien against the Premises which would be prior or superior to the mortgage of South Chicago Savings Bank against the Premises.

This certificate is made as of 29th day of JULY, 1988 for the benefit of and reliance on by South Chicago Savings Bank.

TRANSPORT USA, INC.

By: _____

Title: _____

Vice President

Attest: _____

Title: _____