

92011961

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (the "Agreement") is made as of the 13 day of January, 1992, between First Bank National Association ("Mortgagee"), which has an office at First Bank Place East, Minneapolis, Minnesota 55480, and Chicago Steel, Inc., a Delaware corporation ("Tenant"), which has an office at 700 Chase Street, Gary, Indiana 46404.

R E C I T A L S

A. Tenant has entered into those certain lease agreements dated November 1, 1991 with Chase Street Partners ("Landlord"), as Lessor, which lease agreements cover 146,300 square feet and 7,211 square feet of certain premises (the "Premises") in that certain real property (the "Property") commonly known as 700 Chase Street, Gary, Indiana 46404, and more particularly described on Exhibit A, attached hereto and made a part hereof (herein, said lease agreements, together with any and all amendments, modifications, extensions, renewals, consolidations and replacements thereof now existing or hereafter entered into, are collectively the "Leases");

B. Mortgagee has agreed to make a loan to Landlord, to be secured by the lien of a mortgage from Landlord to the Mortgagee (herein, together with all amendments, modifications, extensions, renewals, consolidations and replacements thereof now existing or hereafter entered into, collectively, the "Mortgage") on the Property; and

C. Tenant has agreed to subordinate the Leases to the lien of the Mortgage and Mortgagee has agreed to grant non-disturbance to Tenant under the Leases on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the Premises and of the sum of One Dollar (\$1.00) by each party in hand paid to the other, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Subordination. The Leases (including all of the terms, covenants and provisions thereof) are and shall be subject and subordinate in all respects to the Mortgage, to the full extent of any and all amounts from time to time secured thereby and interest thereon, all with the same force and effect as if the Mortgage had been executed, delivered and recorded prior to the execution and delivery of the Leases.

FILED

1

FEB 23 1992

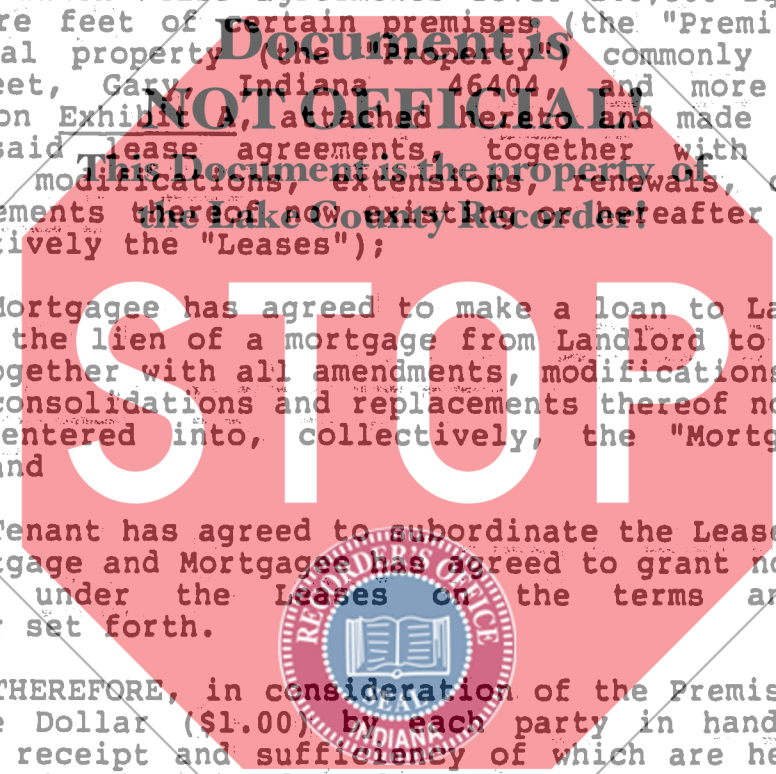
JRJ/828501-08/Rev. 1/121891/dm

*Anna M. Antone*  
CLERK OF SUPERIOR COURT  
LAKESIDE, INDIANA

00816

2200

2nd lease 92011959  
1st lease 92011957



STATE OF INDIANA, S.W.D.  
FILED FOR RECORD  
LAKE COUNTY  
FEB 27 1992  
2:59 PM '92  
ROBERT L. ELKHART

2. Attornment. Tenant, for itself and its successors and assigns, agrees that it will attorn to and recognize any purchaser of the Property at a foreclosure sale under the Mortgage or any transferee who acquires the Property by deed in lieu of foreclosure or otherwise, and the successors and assigns of such purchaser or transferee, as its landlord for the unexpired balance (and any extensions or renewals, if previously, at that time or thereafter exercised by Tenant) of the term of the Leases upon the same terms and conditions set forth in the Leases.

3. Non-Disturbance. Mortgagee, for itself and its successors and assigns, for any purchaser at a foreclosure sale under the Mortgage, for any transferee who acquires the Property by deed in lieu of foreclosure or otherwise, and for the successors and assigns of such purchaser and transferee (herein, Mortgagee and each such other party is called a "New Landlord"), hereby covenants and agrees with Tenant that if Mortgagee or other New Landlord shall commence any proceedings to foreclose the Mortgage for any reason whatsoever or shall succeed to the interest of Landlord by foreclosure, deed in lieu thereof or otherwise, provided Tenant is not then in default (after expiration of any applicable grace period) under the Leases, and so long as Tenant is not in default (after expiration of any applicable grace period) under the Leases, that: (a) Tenant shall not be named as a party defendant in any foreclosure action unless Tenant is deemed to be a necessary party; (b) subject to the next succeeding grammatical paragraph, the Leases shall, in accordance with its terms, remain in full force and effect as a direct indenture of lease between Mortgagee, or such other New Landlord (as the case may be), and Tenant, with the same force and effect as if originally entered into with Mortgagee, or such other New Landlord (as the case may be); and (c) Tenant's possession of the Premises and Tenant's rights and privileges under the Leases shall not be diminished, interfered with or disturbed by such Mortgagee or such other New Landlord by such foreclosure under the Mortgage or by any such attempt to foreclose or to succeed to the interests of Landlord by foreclosure, deed in lieu thereof or otherwise.

If Mortgagee or any other New Landlord shall succeed to the interest of Landlord under the Leases, Tenant agrees as follows:

(a) Mortgagee or such other New Landlord shall not be: (i) subject to any credits, offsets, defenses, claims or counter-claims which Tenant might have against any prior landlord (including Landlord), (ii) bound by any rent or additional rent which Tenant shall have paid more than one (1) month in advance to any prior landlord (including Landlord), (iii) bound by any covenant to undertake or complete any improvement to the Premises or the Property, or (iv) bound by any amendment or modification

to the Leases, or waiver of any provision of the Leases, which has not been consented to in writing by Mortgagee;

(b) No New Landlord (including, without limitation, Mortgagee) shall be liable for: (i) any act or omission of any prior landlord (including Landlord), (ii) return of any security deposit made by Tenant to Landlord unless such New Landlord shall have actually received such security deposit from Landlord, or (iii) any payment to Tenant of any sums, or the granting to Tenant of any credit, in the nature of a contribution towards the cost of preparing, furnishing and moving into the Premises or any portion thereof; and

(c) Tenant shall look solely to the Property for recovery of any judgment or damages from Mortgagee or such other New Landlord, and neither Mortgagee, such other New Landlord, any partner, officer, director, shareholder or agent of them nor any successor or assign of any of the foregoing shall have any personal liability, directly or indirectly, under or in connection with the Leases or this Agreement or any amendment or amendments to either thereof made at any time or times, heretofore or hereafter, and Tenant hereby covenants and irrevocably waives and releases any and all such personal liability. The limitation of liability provided in this paragraph is in addition to, and not in limitation of, any limitation on liability applicable to Mortgagee or such other New Landlord provided by law or by any other contract, agreement or instrument.

4. Mortgagee's Consent. The Landlord's consent, approval or waiver under or with respect to the Leases or the Premises or any matter related thereto shall not be effective unless such consent, approval or waiver is accompanied by the written consent of Mortgagee. Without limiting the generality of the foregoing, without the prior written consent of Mortgagee, Tenant will not (a) enter into any agreement amending or terminating the Leases, (b) cancel the term of, or surrender, the Leases, or (c) assign or sublet all or any part of the Premises, except only pursuant to any assignment or sublease which, under the express provisions of the Leases, Tenant is entitled to make without the consent of the Landlord.

5. Landlord's Default. Tenant hereby agrees to provide Mortgagee with written notice of any casualty damage to the Premises and any default under the Leases by the Landlord and to provide Mortgagee the greater of (a) thirty (30) days or (b) such reasonable period of time as is necessary thereafter to cause such damage to be repaired (if the Landlord is obligated under the Leases to repair or cause such damage to be repaired) or to remedy such default, as the case may be, prior to exercising any right or remedy of Tenant under the Leases. Notwithstanding the

foregoing, Tenant agrees that Mortgagee shall have no obligation to remedy any such default.

6. Estoppel Certificate. Tenant agrees at any time and from time to time to execute, deliver and acknowledge to Landlord, to Mortgagee or to any third party designated by Landlord or by Mortgagee within ten (10) days following Landlord's or Mortgagee's written request therefor, (a) a statement in writing certifying that the Leases are in full force and effect, that Landlord is not in default thereunder (or specifying any defaults by Landlord which Tenant alleges), that rent has not been prepaid more than one (1) month in advance, and specifying any further information about the Leases or the Premises which Landlord or Mortgagee or said third party may reasonably request; (b) a statement in writing that Tenant will recognize the Mortgagee as assignee of the Landlord's rights under the Leases; and (c) a statement in writing acknowledging or denying receipt of notice of any conditional or security assignment of the Leases to any third party. Tenant understands that Mortgagee and/or prospective purchasers, other mortgagees or lessors of the Premises or any party with whom they may deal, may rely on such certificates. Tenant's obligation to deliver such certificates within ten (10) days as described above is a material obligation of Tenant hereunder and under the Leases.

7. Further Subordination. Tenant, for itself and its successors and assigns, agrees that, without the prior written consent of Mortgagee, Tenant will not (a) enter into any subordination agreement with any person other than Mortgagee; or (b) agree to attorn to or recognize any purchaser of the Property at any foreclosure sale under any lien other than that of the Mortgage or any transferee who acquires the Property by deed in lieu of foreclosure or otherwise under any lien other than that of the Mortgage (provided, however, that this provision shall not be deemed to constitute Mortgagee's consent to the placing of any lien other than the Mortgage on the Property).

8. Insurance Proceeds and Condemnation Awards. Tenant hereby agrees that any interest of Tenant in any insurance, condemnation or eminent domain proceeds or awards made with respect to any interest in the Premises shall be subordinate to the interests of Mortgagee in such proceeds or awards. Tenant will neither seek nor accept insurance, any condemnation or eminent domain proceeds or awards made with respect to any interest in the Premises until all amounts secured by the Mortgage have been paid in full. However, Tenant reserves the right to make a separate claim for trade fixtures and moving expenses if separately allocated.

9. Notice. Each notice, demand or other communication in connection with this Agreement shall be in writing and shall be deemed to be given to and served upon the addressee thereof on the earlier of (a) actual delivery to such addressee at its address set out above, or (b) the third business day after the deposit thereof in the United States mails, registered or certified mail, return receipt requested, first-class postage prepaid, addressed to such addressee at its address set out above. By notice complying with this section, any party may from time to time designate a different address in the 48 contiguous continental United States as its address for the purpose of the receipt of notice hereunder.

10. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns, including any mortgagee of Tenant which may acquire Tenant's interest in and to the Premises by a deed in lieu of foreclosure, foreclosure or otherwise.

11. Recording. The parties hereto agree that this Agreement may be recorded in the public records of the county in which the Property is located.

12. Counterparts. This Agreement may be executed in any number of counterparts and by each of the undersigned on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this document as of the day and year first above written.



MORTGAGEE:

FIRST BANK NATIONAL ASSOCIATION

By:

Name:

Title:

*[Signature]*  
VAUGHN Rasmussen  
Vice Pres

TENANT:

CHICAGO STEEL, INC., a Delaware corporation

By:

Name:

Title:

*[Signature]*  
Robert J. Bobb  
President

STATE OF Minnesota )  
 ) SS.  
COUNTY OF Hennepin )

On this 13<sup>th</sup> day of January, 1992, before me, a Notary Public within and for said County, personally appeared Vaughn B. Rasmussen II, to me personally known, who being by me duly sworn, did say that he is the Vice President of First Bank National Association, the corporation named in the foregoing instrument, and that said document was signed and sealed on behalf of said corporation by authority of its Board of Directors and Vaughn B. Rasmussen II acknowledges that said instrument to be the free act and deed of said corporation.

**NOT OFFICIAL!**

This Document is the property of Joan M. Valters  
the Lake County Recorder!

My commission expires:

JOAN M. VALTERS  
NOTARY PUBLIC - MINNESOTA  
HENNEPIN COUNTY  
My Commission Expires Oct 10, 1995

**STOP**



STATE OF Illinois )  
COUNTY OF Cook ) SS.

On this 21st day of December, 1991, before me, a Notary Public within and for said County, personally appeared Robert J. Bell, to me personally known, who being by me duly sworn, did say that he is the President of Chicago Steel, Inc., the corporation named in the foregoing instrument, and that said document was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledges that said instrument to be the free act and deed of said corporation.

" OFFICIAL SEAL "  
JOHN R. JOYCE  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 10/26/93

**NOT OFFICIAL!**

This Document is the property of John R. Joyce  
the Lake County Recorder!

My commission expires: 10/26/93



**EXHIBIT A**

**LEGAL DESCRIPTION**

REV 10-20-8

All that part of the Southeast Quarter (SE 1/4) of Section Six (6), Township Thirty-six (36) North, Range Eight (8), West of the Second Principal Meridian, in the City of Gary, Lake County, Indiana, bounded on the North by the South Line of Fifth Avenue; on the South by the North Line of the right-of-way of the New York Central Railroad, formerly Gary & Western Railway; and on the East by the West Line of Chase Street; excepting therefrom that certain parcel of land located in the Northeast (NE) corner of said above tract and being approximately one hundred twenty-five feet (125') in length and one hundred twenty-five feet (125') in width and heretofore conveyed away by the grantor herein, S and S Realty Corporation, to one Joe Buley under and by virtue of a certain deed dated June 30, 1948, and recorded in the Recorder's Office of Lake County, Indiana, on July 2, 1948, in Deed Record Book 814, at page 485.



RETURN TO:  
PRENTICE HALL  
REAL PROPERTY DEPT.  
P. O. BOX 1110  
ALBANY, NY 12201

REF:

ATTN:

25675

Amy Brady