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SUBORDINATION, ATTORNMEN AND NON-DISTURBANCE AGREEMENT

THIS AGREEMENT, made as of this 16th day of November, 1993, by and among Rosa of Indiana, Inc., a Michigan corporation whose principal office address is 322 Terminal, Grand Rapids, Michigan 49508, the owner of the real property hereinafter described and the lessor under the lease hereinafter described (the "Lessor"), and RSI Wholesale of Merrillville, Inc., a Michigan corporation whose address is 9050 Louisiana Street, Merrillville, Indiana 46410, and the lessee under the aforementioned lease (the "Lessee"), and Comerica Bank, a Michigan banking corporation whose principal office is 100 Renaissance Center, Detroit, Michigan 48243 (the "Bank"); the owner and holder of the Mortgage and Note hereinafter described.

Chicago Title Insurance Company



WHEREAS, Lessor has executed a Continuing Collateral Mortgage dated of even date herewith (the "Mortgage") in favor of Bank covering certain real property more particularly described in Exhibit A attached hereto and incorporated herein by this reference and commonly known as 9050 Louisiana Street, Merrillville, Indiana 46410 (the "Property"), to secure a loan evidenced by a Mortgage Note dated of even date herewith, as may be amended, renewed or replaced (the "Note") in the principal sum of Four Hundred Seventy Thousand and 00/100 Dollars (\$470,000), payable to Bank or order, which Mortgage is being recorded concurrently herewith in the Office of the Recorder of Lake County, Indiana, as Instrument No. 93080797;

WHEREAS, Lessor and Lessee have entered into an unrecorded lease dated August 1, 1993 (the "Lease");

WHEREAS, for the purpose of completing the financing to be provided to Lessor by Bank with respect to the Property and the Improvements thereon, Lessor and Lessee desire to expressly subordinate all of Lessee's rights in the Property pursuant to the Lease to the lien of the Mortgage, it being a condition precedent to the consummation of said loan financing that the lien of the Mortgage be unconditionally and at all times prior and superior to the leasehold interests and estates created by the Lease; and

WHEREAS, it is to the mutual benefit of all of the parties hereto that Bank make said loan to Lessor.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and of the mutual benefits to accrue to the parties hereto, and in order to induce Bank to make the loan hereinabove referred to, the parties agree as follows:

1. Lessor and Lessee hereby declare, understand and agree that the Lease, the leasehold interests and estates created thereby, and rights, privileges and powers of the Lessee and Lessor thereunder be, and the same hereby are, and with full knowledge and understanding of the effect thereof, unconditionally made subject and

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subordinate to the lien and charge of the Mortgage, and any amendments, renewals, extensions, modifications or replacements thereof, and the rights, privileges and powers of Bank thereunder, and shall hereafter be junior and inferior to the lien and charge of the Mortgage.

2. Lessor and Lessee declare and acknowledge that each hereby intentionally waives, relinquishes and subordinates the priority and superiority of the Lease, the leasehold interests and estates created thereby, and the rights, privileges and powers of Lessee and Lessor thereunder, in favor of the Mortgage, and that each understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination, Bank is making the loan referred to hereinabove, which would not be made but in said reliance upon this waiver, relinquishment and subordination.

3. Lessor and Lessee expressly understand and agree that this Agreement shall supersede, to the extent inconsistent herewith, the provisions of the Lease relating to the subordination of the Lease and the leasehold interests and estates created thereby to the lien or charge of the Mortgage.

4. In the event Bank or any other purchaser at a foreclosure sale or sale under power contained in the Mortgage succeeds to the interest of Lessor under the Lease by reason of any foreclosure of the Mortgage or the acceptance by Bank of a deed in lieu of foreclosure, or by any other manner, it is agreed that, at the option of Bank or such other purchaser, which option shall be exercisable by written notice to Lessee prior to or upon the effective date of such succession:

a. Lessee shall be bound to Bank or such other purchaser under all of the terms, covenants and conditions of the Lease for the remaining balance of the term thereof, with the same force and effect as if Bank or such other purchaser were the Lessor under such Lease, and Lessee does hereby agree to attorn to Bank or such other purchaser as its Lessor, such attornment to be effective and self-operative without the execution of any further instruments on the part of any of the parties to this Agreement, immediately upon Bank or such other purchaser succeeding to the interest of Lessor under the Lease.

b. Subject to the observance and performance by Lessee of all of the terms, covenants and conditions of the Lease on the part of the Lessee to be observed and performed, Bank or such other purchaser shall recognize the leasehold estate of Lessee under all of the terms, covenants and conditions of the Lease for the remaining balance of the term with the same force and effect as if Bank or such other purchaser were the Lessor under the Lease; provided, however, that Bank or such other purchaser shall not be: (i) liable for any act or omission of Lessor, (ii) obligated to cure any defaults of Lessor under the Lease which occurred prior to the time that Bank or such other purchaser succeeded to the interest of Lessor under the Lease, (iii) subject to any offsets or defenses which Lessee may be entitled to assert against Lessor, (iv) bound by any payment of rent or additional rent by Lessee to Lessor for more than one month in advance, (v) bound by any amendment or modification of the Lease made without the written consent of Bank or such other purchaser, or (vi) liable

or responsible for or with respect to the retention, application and/or return to Lessee of any security deposit paid to Lessor, whether or not still held by Lessor, unless Bank or such other purchaser has actually received for its own account as Lessor the full amount of such security deposit.

5. Bank agrees that Lessee shall not be disturbed in its possession of the Property for any reason other than one which would entitle Lessor to terminate the Lease, under its terms or would cause, without any further action by Lessor, the termination of the Lease or would entitle Lessor to dispossess Lessee from the Property, provided, that (a) no default under the Lease exists, and (b) no event has occurred and no condition exists, which after the passage of time (after notice required by the Lease, if any) would (i) entitle Lessor to terminate the Lease under its terms, (ii) cause, without any further action of the Lessor, the termination of the Lease, or (iii) entitle Lessor to dispossess Lessee from the Property.

6. In the event that Lessor shall default in the performance or observance of any of the terms, conditions or agreements in the Lease, Lessee shall give written notice thereof to Bank and Lessee shall not take any action with respect to such default under the Lease, including, without limitation, any action in order to terminate, rescind or withhold any rental thereunder, for a period of ten (10) days after receipt of such written notice thereof by Bank with respect to any such default capable of being cured by the payment of money and for a period of thirty (30) days after receipt of such written notice thereof by Bank with respect to any other such default; provided, that in the case of any default which cannot be cured by the payment of money and cannot with diligence be cured within such thirty (30) day period, if Bank shall proceed promptly to cure the same and thereafter shall prosecute the curing of such default with diligence and continuity, then the time within which such default may be cured shall be extended for such period as may be necessary to complete the curing of the same with diligence and continuity.

7. Lessee acknowledges that pursuant to the Mortgage, Lessor has assigned to Bank all its estate, right, title and interest in, to and under the Lease, as said Lease may hereafter be modified or amended, including, without limitation, the right to collect and receive all rents, issues, profits and income arising or accruing under the Lease, subject, however, to Bank's license back to Lessor to collect the rents, issues, profits and income prior to any event of default thereunder. Such assignment does not impair or diminish any of Lessor's obligations to Lessee under the provisions of the Lease, nor are any such obligations imposed upon Bank, its successors or assigns. Lessee understands that if it is notified by Bank or its successors and assigns for the payment to it of the rents due under the Lease, Lessor hereby authorizes and directs Lessee to pay said rent to Bank. Lessor hereby agrees that the receipt by Lessee of such a demand shall be conclusive evidence of the right of Bank to the receipt thereof and that the payment of the rents by Lessor to Bank pursuant to such demand shall constitute performance in full of Lessee's obligation under the Lease for the payment of rent to Lessor.

8. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally, by telecopy, or sent by certified, registered or express mail, postage prepaid, and shall be deemed given when so delivered personally, by telecopy, or if mailed, three days after the date of mailing, as follows:

If to Bank: Comerica Bank
99 Monroe N.W., 10th Floor
Grand Rapids, Michigan 49503

Attn: Timothy L. Klekover, Vice-President

If to Lessor: Rosa of Indiana, Inc.
322 Terminal
Grand Rapids, Michigan 49508

If to Lessee: Attn: Roger J. Ciapara, President

9050 Louisiana Street
Merrillville, Indiana 46410

NOT OFFICIAL!
This Document is the property of
the Lake County Recorder

9. This Agreement shall not be modified or amended except in writing signed by all parties hereto.

10. The Agreement contained herein shall run with the land and shall be binding upon and inure to the benefit of the respective heirs, administrators, executors, legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the undersigned have executed this Subordination, Attornment and Non-Disturbance Agreement the day and year first above written.

"LESSOR"

Rosa of Indiana, Inc.

"LESSEE"

RSI Wholesale of Merrillville, Inc.

By: Roger J. Ciapara
Roger J. Ciapara, President

By: Roger J. Ciapara
Roger J. Ciapara, President

"BANK"

Comerica Bank

By: [Signature]
Timothy L. Klekover, Vice President

STATE OF MICHIGAN)
) SS:
COUNTY OF KENT)

Before me the undersigned, a Notary Public, personally appeared Roger J. Ciapara, by me known to be the President of Rosa of Indiana, Inc., who acknowledged the execution of the foregoing SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT, on behalf of such corporation, this 15th day of November, 1993. This Document is the property of the Lake County Recorder!

My Commission Expires: November 5, 1995
My County of Residence: Kent
[Signature]
Notary Signature
Kelly R. Criner
Printed Name
KELLY R. CRINER
Notary Public, Kent County, Michigan
My Commission Expires November 5, 1995

STATE OF MICHIGAN)
) SS:
COUNTY OF KENT)



Before me the undersigned, a Notary Public, personally appeared Roger J. Ciapara, by me known to be the President of RSI Wholesale of Merrillville, Inc., who acknowledged the execution of the foregoing SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT on behalf of such corporation, this 15th day of November, 1993.

My Commission Expires: November 5, 1995
My County of Residence: Kent
[Signature]
Notary Signature
Kelly R. Criner
Printed Name
KELLY R. CRINER
Notary Public, Kent County, Michigan
My Commission Expires November 5, 1995



STATE OF MICHIGAN)
)SS:
COUNTY OF KENT)

Before me the undersigned, a Notary Public, personally appeared Timothy L. Klekover, by me known to be the Vice President of Comerica Bank, who acknowledged the execution of the foregoing SUBORDINATION, ATTORNTMENT AND NON-DISTURBANCE AGREEMENT on behalf of such bank this 15th day of November, 1993.

My Commission Expires:

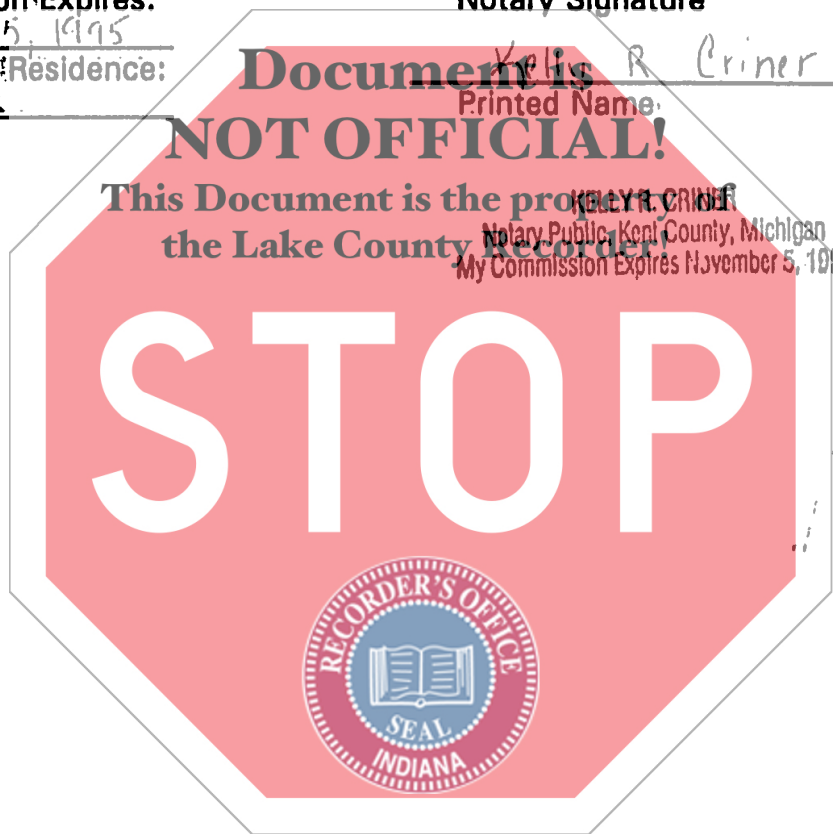
November 5, 1995

My County of Residence:

Kent

Kelly E. Criner
Notary Signature

Kelly R. Criner
Printed Name



This instrument prepared by and should be returned to Julianne S. Lis-Milam, attorney at law, Sommer & Barnard, PC, 4000 Bank One Tower, 111 Monument Circle, P.O. Box 44363, Indianapolis, Indiana, 46244-0363.

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EXHIBIT A

Legal Description

Lot 1 of RSI Subdivision, a subdivision in Merrillville, Indiana in Section 27, Township 35 North, Range 8, West of the Second Principal Meridian, Ross Township, Lake County, Indiana and recorded in Plat Book 73, page 86 in the Recorder's office, Lake County, Indiana.

