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STATE OF INDIANA
LAKE COUNTY
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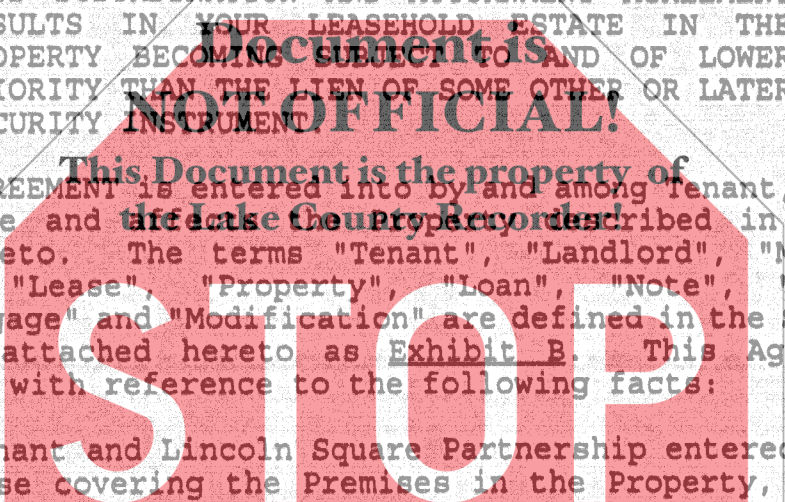
AMASA G. COLBY
CHIEF DEP. RECORDER

Natalie J. Stucky, Esq.
Bose McKinney & Evans
135 N. Pennsylvania Street
Suite 2700
Indianapolis, IN 46204

Chicago Title Insurance Company

SUBORDINATION AND ATTORNMENT AGREEMENT

NOTICE: THIS SUBORDINATION AND ATTORNMENT AGREEMENT RESULTS IN YOUR LEASEHOLD ESTATE IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.



THIS AGREEMENT is entered into by and among Tenant, Landlord, and Mortgagee and affects the Property described in Exhibit A attached hereto. The terms "Tenant", "Landlord", "Mortgagee", "Premises", "Lease", "Property", "Loan", "Note", "Mortgage", "Junior Mortgage" and "Modification" are defined in the Schedule of Definitions attached hereto as Exhibit B. This Agreement is entered into with reference to the following facts:

A. Tenant and Lincoln Square Partnership entered into the Lease covering the Premises in the Property, which Lease was subsequently assigned to Landlord by Lincoln Square Partnership.

B. Landlord is the fee simple owner of the Property by virtue of a certain warranty deed from Whiteco Industries, Inc., dated July 27, 1992, and recorded May 19, 1993, as Instruction No. 93032454 in the Office of the Recorder of Lake County, Indiana, Whiteco Industries, Inc. having acquired the Property by virtue of a Sheriff's Deed dated April 24, 1992, and recorded May 19, 1993, as Instrument No. 93032453 in the Office of the Recorder of Lake County, Indiana, which Sheriff's Deed was delivered to Whiteco Industries, Inc. after foreclosure of the Junior Mortgage and subsequent sale of the Property.

C. As a result of the foreclosure of the Junior Mortgage and pursuant to the terms of the Modification, Landlord has assumed the Loan as evidenced by the Note, which Note is secured by the Mortgage covering the Property.

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D. Mortgagee has agreed to modify the Loan in accordance with the terms of the Modification, provided that the Lease is subordinated to the lien of the Mortgage and the assignment of lease and rents included therein by virtue of the Modification.

E. For the purposes of completing the modification of the Loan, the parties hereto desire expressly to subordinate the Lease to the lien of the Mortgage, as modified, it being a condition precedent to Mortgagee's obligation to consummate the modification of the Loan that the lien of the Mortgage, as modified, be unconditionally and at all times prior and superior to the leasehold interests and estates created by the Lease.

F. Tenant has agreed to assign to Mortgagee or the Purchaser if requested to do so by Mortgagee or such purchaser in the event of any acquisition at any foreclosure or sale of the Property.

NOW THEREFORE, in consideration of the mutual covenants contained herein and of other good and valuable consideration, the receipt and sufficiently of which are hereby acknowledged, and in order to induce Mortgagee to modify the Loan, the parties agree as follows:

1. Subordination. Notwithstanding anything to the contrary set forth in the Lease, the Lease and the leasehold estate created thereby and the rights, privileges and powers of the Tenant and the Landlord thereunder, including, without limitation, all rights of first refusal, purchase options and all other rights or interests of the Tenant under the Lease, be and the same are hereby, and with full knowledge and understanding of the effect thereof, unconditionally made and shall at all times remain subject, subordinate and inferior to the Mortgage and the lien thereof, and all rights, privileges and powers of Mortgagee thereunder and to any and all renewals, modifications, consolidations, replacements and extensions thereof. The parties acknowledge that Mortgagee would not modify the Loan except in reliance upon this subordination.

2. Attornment. In the event Mortgagee or any other purchaser in the event of any acquisition at any foreclosure or sale of the Property succeeds to the interest of Landlord under the Lease by reason of any foreclosure of the Mortgage or the acceptance by Mortgagee of a deed in lieu of foreclosure, or by any other manner, it is agreed that, AT THE OPTION OF THE MORTGAGEE OR SUCH PURCHASER, which option shall be exercisable by written notice to Tenant prior to or upon the effective date of such succession, Tenant shall be

bound to Mortgagee or such other purchaser under the terms, covenants and conditions of the Lease as provided in Paragraph 3 below for the remaining balance of the term thereof, with the same force and effect as if Mortgagee or such other purchaser were the landlord under such Lease, and Tenant does hereby agree to attorn to Mortgagee or such other purchaser as its landlord, 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 Mortgagee or such other purchaser succeeding to the interest of Landlord under the Lease.

3. Limitation. In the event Mortgagee or such other purchaser exercises its option of attornment as provided in Paragraph 2 above, Tenant shall observe and perform:

(i) each of the terms, covenants and conditions of the Lease that Mortgagee or such other purchaser designates be observed and performed, and (ii) such other terms, covenants and conditions to which the parties may agree. It is further agreed that Mortgagee or such other purchaser shall not be:

(i) liable for any act or omission of a prior landlord (including Landlord); or

(ii) obligated to cure any defaults of any prior landlord (including Landlord) which occurred prior to the time that Mortgagee or such other purchaser succeeded to the interest of such prior landlord under the Lease; or

(iii) subject to any offsets or defenses which Tenant might be entitled to assert against any prior landlord (including Landlord); or

(iv) bound by an rent or additional rent which Tenant might have paid in advance to any prior landlord (including Landlord) for a period in excess of one month or by any security deposit, cleaning deposit or other prepaid charge which Tenant might have paid in advance to any prior landlord (including Landlord) unless and until Mortgagee or such other purchaser has actually received for its own account as landlord the full amount of such deposit; or

(v) bound by any amendment or modification of the Lease made without the written consent of Mortgagee or such other purchaser.

4. Miscellaneous.

(a) It is expressly understood and agreed that this Agreement shall supersede, to the extent inconsistent herewith, any provisions of the Lease relating to the subordination of the lease and the interests and estate created thereby to the lien or charge of the Mortgage.

(b) Mortgagee shall have no obligations nor incur any liability with respect to any warranties of any nature whatsoever, whether pursuant to the Lease or otherwise, including without limitation, any warranties respecting use, compliance with zoning, Landlord's title, Landlord's authority, habitability, fitness or purpose of possession.

(c) In the event that Mortgagee shall acquire title to the Premises or the Property, Mortgagee shall have no obligation, nor incur any liability, beyond Mortgagee's then equity interest, if any, in the Premises, and Tenant shall look exclusively to such equity interest of Mortgagee, if any, in the Premises for the payment and discharge of any obligations imposed upon Mortgagee hereunder or under the Lease, and Mortgagee is hereby released and relieved of any other obligations hereunder and under the Lease.

(d) The agreements 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; provided, however, that the interest of Tenant under this Agreement may not be assigned or transferred without the prior written consent of Mortgagee.

(e) This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

(f) The parties hereto agree to execute and deliver, in recordable form if necessary, any and all further documents and instruments reasonably requested by any party hereto or any title insurance company to give effect to the terms and provisions of this Agreement.

(g) Tenant consents to and acknowledges Landlord as the Landlord under the Lease and agrees to be bound by all of the terms and conditions of the Lease in the same manner as if Landlord were the original landlord under the Lease.

(h) Landlord hereby assumes all obligations of the landlord under the Lease and agrees to be bound by all of the terms and conditions of the Lease in the same manner as if it were the original landlord under the Lease.

IN WITNESS WHEREOF, the parties have executed this Subordination and Attornment Agreement as of June 30, 1994.

NOTICE: THIS SUBORDINATION AND ATTORNMENT AGREEMENT CONTAINS PROVISIONS WHICH ALLOW THE PERSON OBLIGATED ON THE LEASE TO OBTAIN A LOAN, A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE PROPERTY.

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AND ATTORNMENT AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

TENANT:

Baker Environmental, Inc.
a Pennsylvania corporation

Document is NOT OFFICIAL!

By: Andrew Zajack 8-1-94
This Document is the property of
the Lake County Recorder!
PAIAK
(Printed Name)

Its: President

MORTGAGEE:

METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation

By: Robert J. Tary
Its: Investment Officer



LANDLORD:

Lake County Trust Company, not personally, but as Trustee under a Trust Agreement dated July 27, 1992, and known as Trust No. 4229

By: SEE SIGNATURE PAGE ATTACHED

Its: _____

ATTEST: SEE SIGNATURE PAGE ATTACHED

Its: _____

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against LAKE COUNTY TRUST COMPANY on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Nothing contained herein shall be construed as creating any liability on LAKE COUNTY TRUST COMPANY, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or the Indiana Responsible Property Transfer Law (the Act) as amended from time to time or any other Federal, State or local law, rule or regulation. LAKE COUNTY TRUST COMPANY, personally is not a "transferor or transferee" under the Act and makes no representations concerning any possible environmental defects. In making any warranty herein the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument.

The information contained in this instrument has been furnished the undersigned by the beneficiaries under aforesaid Trust and the statements made therein are made solely in reliance thereon and no responsibility is assumed by the undersigned, in its individual capacity for the truth or accuracy of the facts herein stated.

IN WITNESS WHEREOF, LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer and attested by its Assistant Secretary this 28th day of November, 1994.

LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated July 27, 1992 and known as Trust No. 4229.

BY: *Elaine M. Worstell*
Elaine M. Worstell, Trust Officer

ATTEST:
BY: *Sandra L. Stiglitz*
Sandra L. Stiglitz, Assistant Secretary

STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Officers of LAKE COUNTY TRUST COMPANY, who acknowledge the execution of the foregoing instrument as the free and voluntary act of said Corporation and as their free and voluntary act, acting for such Corporation, as Trustee.

Witness my hand and seal this 28th day of November, 1994.

Leah Susanne Anderson
Leah Susanne Anderson-Notary Public

Notarial Acknowledgement for
Metropolitan Life Insurance Company

STATE OF Illinois)
)
COUNTY OF DuPage)

SS:

On Dec 29, 1994, before me, the undersigned, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared JOHN J. TURBY, known to me to be the General of Metropolitan Life Insurance Company, a New York corporation, the corporation that executed the foregoing instrument and known to me to be the person who executed said instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same pursuant to its By-Laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.



Document is NOT OFFICIAL
This Document is the property of the Lake County Recorder
Joan Lossau (Printed Name)
Joan Lossau (Signature)
Notary Public

My Commission Expires:

8-19-95

County of COOK



Notarial Acknowledgement for Corporation

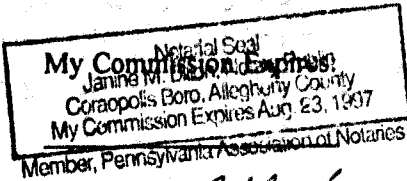
STATE OF PENNSYLVANIA)
)
COUNTY OF ALLEGHENY)

SS:



On 8-1, 1994, before me, the undersigned, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared Andrew P. Pajek, known to me to be the President, of Baker Environmental, Inc., a Pennsylvania corporation, the corporation that executed the foregoing instrument and known to me to be the person who executed said instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same pursuant to its By-Laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.



County of Allegheny

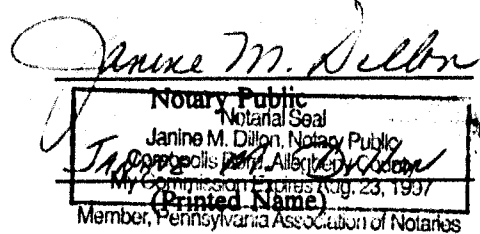


EXHIBIT A

LEGAL DESCRIPTION

The West 380 feet of the East 529.34 feet of the North 347 feet of Lot F, Lincoln Square, in Merrillville, as per plat thereof, recorded in Plat Book 43 page 137 in the Office of the Recorder of Lake County, Indiana.



Exhibit B

Schedule of Definitions

"Mortgagee" shall mean Metropolitan Life Insurance Company, a New York corporation. All notices hereunder to Mortgagee shall be mailed to:

METROPOLITAN LIFE INSURANCE COMPANY
2001 Spring Road, Suite 400
Oak Brook, Illinois 60521
Attention: Vice-President,
Real Estate Investments

NOT OFFICIAL!

With a Copy of This Document is the property of
the Lake County Recorder!
Metropolitan Life Insurance Company
One Madison Avenue
New York, New York 10010
Attention: Senior Vice President
Real Estate Investments

"Mortgage" shall mean a first lien Mortgage from Lake County Trust Company ("Trustee") to Great Lakes Mortgage Corporation ("Great Lakes") dated May 7, 1976, and recorded June 1, 1976, as Instrument No. 352884 in the Office of the Recorder of Lake County, Indiana, as modified by a certain Correction Mortgage dated May 7, 1976, and recorded January 4, 1977, as Instrument No. 387088, in the Office of the Recorder of Lake County, Indiana, encumbering the Property, as assigned by Great Lakes to Mortgagee by an Assignment of Mortgage dated October 29, 1976, and recorded November 3, 1976, as Instrument No. 377516 in the Office of the Recorder of Lake County, Indiana, as modified by Correction Assignment of Mortgage dated December, 1976, and recorded January 4, 1977, as Instrument No. 387089 in the Office of the Recorder of Lake County, Indiana, as further modified by the Modification.

"Landlord" shall mean Lake County Trust Company, not personally, but as Trustee under a Trust Agreement dated July 27, 1992, and known as Trust No. 4229, having an office at 2200 North Main St., Crown Point, Indiana.

"Lease" shall mean a certain lease entered into by and among Lincoln Square Partnership and Tenant dated as of February 1, 1992, covering the Premises and assigned to Landlord.

"Loan" shall mean a first mortgage loan in an amount up to \$775,000.00 from Mortgagee to Landlord.

"Modification" shall mean a certain Modification of Real Estate Mortgage Note, Mortgage and Related Loan Documents by and between Mortgagee and Landlord of even date herewith and recorded on ~~JANUARY 10~~, 1995, as Instrument No. 95001778 in the Office of the Recorder of Lake County, Indiana.

"Property" shall mean the real property described in Exhibit A attached hereto together with the improvements thereon.

"Tenant" shall mean Baker Environmental, Inc., a Pennsylvania corporation, having an office at Michael Baker Corp., Airport Office Park, Bldg. 4, 333 Rouser Rd., Corapolis, PA 15108-2773.

"Junior Mortgage" shall mean that mortgage from Trustee to Balcor Pension Investments ("Balcor") securing a junior loan from Balcor to Trustee in the amount of Two Million Dollars (\$2,000,000.00), as assigned by Balcor to Landlord.

"Note" shall mean that certain Real Estate Mortgage Note executed by Trustee in favor of Great Lakes, dated as of May 7, 1976, in the amount of \$75,000.00, as assigned by Great Lakes to Mortgagee and as assumed by Landlord, as borrower.

"Premises" shall mean certain space in the improvements located in and upon the property.

