

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT, made this 17TH day of August, 1995, among The Independent Order of Foresters ("Lender"), Centier Bank of Whiting, an Indiana banking corporation, as Trustee under Trust Agreement dated June 13, 1991 and known as Trust Number 1923 ("Lessor"), and ABC Rail Products Corporation ("Lessee").

W I T N E S S E T H:

WHEREAS, Lender has agreed to make a loan to Lessor (the "Loan"); and,

WHEREAS, the Loan is to be secured by, among other things, a Mortgage, Security Agreement, Financing Statement and Assignment of Rents (the "Mortgage") executed by Lessor for the benefit of Lender, creating a first lien upon that certain tract of real property described on Exhibit "A" attached hereto (the "Property"), and such other security agreements, financing statements and assignments as Lender may require (the Mortgage and all such other security instruments be referred to collectively as the "Collateral Documents"); and,

WHEREAS, Lessee is (or will be) in possession of all or part of the Property (the "Demised Property"), under and by virtue of a written lease (the "Lease"), dated the 4th day of August, 1995, entered into by and between Lessor and Lessee; and,

WHEREAS, Lender will not make the Loan to Lessor unless and until Lessee expressly subordinates the Lease and all of Lessee's rights thereunder to the Collateral Documents and the liens and security interests created thereby;

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, and other good and valuable considerations, the receipt and sufficiency of which are hereby expressly acknowledged, Lender and Lessee hereby agree as follows:

1. Subordination. The Lease and all of Lessee's rights thereunder (including, without limitation, any option or right of first refusal) are, shall be and remain and are expressly made, subordinate and inferior to the Collateral Documents and the liens and security interests created thereby, regardless of how often or in what manner the Loan, together with the liens securing the same, and any of the Collateral Documents, may be increased, renewed, extended or modified.

2. Non-Disturbance. So long as Lessee is not in default in the performance of any of the terms, covenants or conditions of the Lease on Lessee's part to be performed, Lessee's possession and occupancy of the Demised Premises and Lessee's

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STATE OF INDIANA
LAKE COUNTY
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rights and privileges under the Lease shall not be diminished or interfered with by Lender in the exercise of any of Lender's rights under the Mortgage.

3. Attornment. In the event of the foreclosure of the lien of the Mortgage or if the Demised Premises are conveyed to Lender by deed in lieu of foreclosure, Lessee shall attorn to Lender or the purchaser upon any such conveyance or foreclosure sale and shall recognize Lender or such purchaser as Lessor under the Lease and Lender or such purchaser shall have the same rights and remedies under the Lease as Lessor. Such attornment shall be effective and self-operative without the execution of any further instrument on the part of any of the parties hereto. Lessee agrees, however, to execute and deliver at any time and from time to time, upon the request of Lender or any such purchaser (1) any instrument or certificate which, in the reasonable judgment of Lender or such purchaser may be necessary or appropriate to evidence such attornment, and (2) an estoppel certificate regarding the status of the Lease, consisting of statements, if true, (i) that the Lease is in full force and effect, (ii) the date through which rentals have been paid, (iii) the date of termination of the term of the Lease, (iv) the nature of any amendments or modifications to the Lease, (v) that no default, or state of facts, which with the passage of time or notice would constitute a default, exists on the part of either party to the Lease, and (vi) the date on which payment of percentage rentals, if any, are due under the terms of the Lease. Further, from and after any such attornment, Lender or such purchaser shall be bound to Lessee under all of the terms, covenants and conditions of the Lease; provided however, that Lender or such purchaser shall not be

(a) liable for any action or omission of any prior lessor (including Lessor);

(b) bound by any rent which Lessee might have paid for more than the current month to any prior lessor (including Lessor);

(c) liable for the return or application of any security deposits unless Lessor delivers such deposits to Lender or such purchaser;

(d) bound by any amendment or modification of the Lease made without Lender's written consent, which consent shall not be unreasonably withheld; or

(e) subject to any offsets or deficiencies which Lessee might be entitled to assert against any prior lessor (including Lessor).

4. No Diminution of Lessor's Rights. Nothing contained herein is intended, nor shall it be construed, to abridge or adversely affect any right or remedy of Lessor under the Lease in the event of default by Lessee in the performance of any of the terms, covenants or conditions of the Lease on Lessee's part to be performed.

5. Notices. Any notice or communication required or permitted hereunder shall be given in writing, sent by United States mail, postage prepaid, registered or certified mail, or by hand delivery, addressed as follows:

To Lender:

The Independent Order of Foresters
789 Don Mills Road
Don Mills, Ontario
Canada M3C 1T9

This Document is the property of
the Lake County Recorder!

With a Copy to:

Anderson & Orcutt, P.A.
The Landmark Centre, Suite 2400
401 East Jackson Street
Tampa, Florida 33602
Attention: William Kent Ihrig, Esquire

To Lessee:

ABC Rail Products Corporation
200 South Michigan Avenue
Chicago, Illinois 60604
Attention: Charles Self

To Lessor:

Centier Bank of Indiana
9701 HIGHLAND BLVD
HUNTSVILLE IN 46822

or to such other address or in care of such other person as hereafter shall be designated in writing by the applicable party, and shall be deemed to have been given as of the date such item is mailed or delivered as aforesaid.

6. Choice of Law. The validity and construction of this Agreement shall be governed by the laws of the State of Indiana.

7. Modifications. This Agreement may not be modified orally or in any manner other than by an agreement in writing

signed by the parties hereto or their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns, and any purchaser or purchasers at foreclosure of the Demised Premises, and their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Agreement to be duly executed as of the day and year first above written.

"LENDER"

THE INDEPENDENT ORDER OF FORESTERS

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William Kent Ihrig, Its

attorney-in-fact

"LESSOR"

CENTIER BANK OF WHITING, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 13, 1991 AND KNOWN AS TRUST NUMBER 1923

STOP



By:

[Signature]
[Signature] ASST VP & TRST OFF

ABC RAIL PRODUCTS CORPORATION

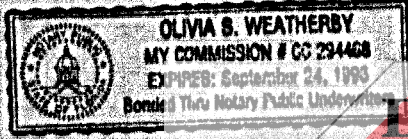
By:

[Signature]
Charles E. Self, Treasurer

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

September
THE FOREGOING INSTRUMENT was acknowledged before me this 28 day of August, 1995, by William Kent Ihrig, as attorney-in-fact for The Independent Order of Foresters, a Canadian corporation, on behalf of the corporation. He X is personally known to me or _____ has produced _____ as identification and did not take an oath. [Notary, check appropriate blank.]



Olivia S. Weatherby
Notary Public

Document is _____
(Printed Name of Notary)
NOT OFFICIAL!

My Commission Expires: _____

This Document is (the property of) _____
the Lake County Recorder!

STATE OF INDIANA

COUNTY OF LAKE

STOP
I, PATRICIA M. MILLER, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Daniel M. Hoobler, Asst VP & Trust Officer of Centier Bank of Whiting, as Trustee under Trust Agreement dated June 13, 1991, and known as Trust No. 1923, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Asst VP & Trust Officer of said Bank, appeared before me today in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 28th day of August, 1995.

Patricia M. Miller
Notary Public
Patricia M. Miller
Exp 3/5/99

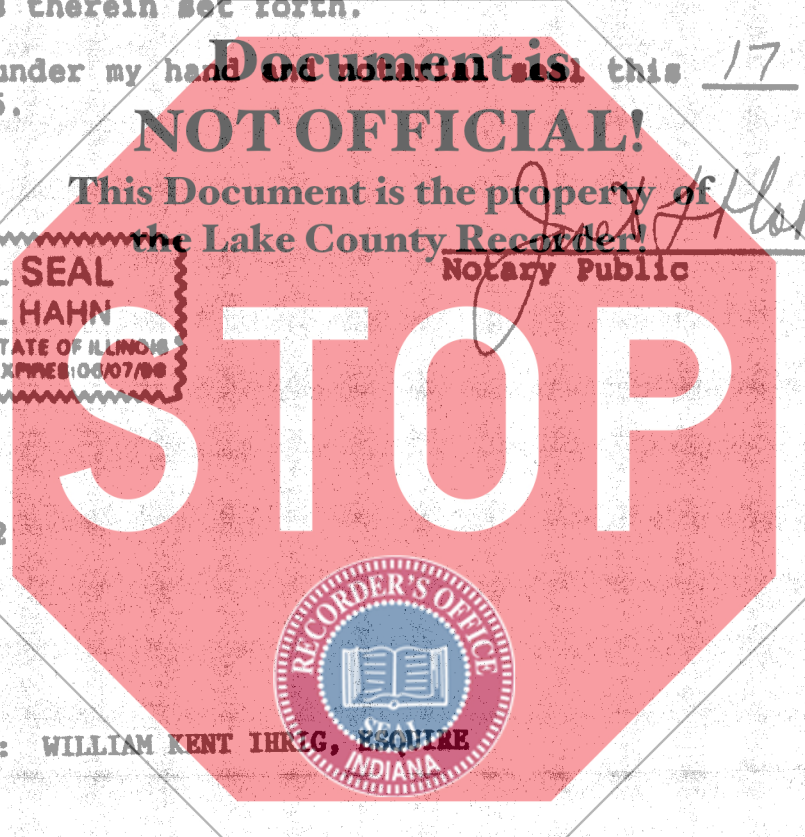
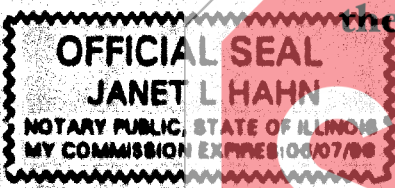
County of Residence - Lake

STATE OF INDIANA ILLINOIS *kg*
COUNTY OF LAKE COOK *kg*

I, JANET HAHN, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Charles E. Self, as Treasurer of ABC RAIL PRODUCT CORPORATION, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Treasurer of said Corporation, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 17 day of August, 1995.

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This Document is the property of Janet L Hahn
the Lake County Recorder.
Notary Public



BDB:jmr
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PREPARED BY: WILLIAM KENT IHREG, ESQUIRE

LEGAL DESCRIPTION

PARCEL 1; Lot 3 in Harker Trump Resubdivision of Lots 3 and 4 in the Resubdivision of the Corrected Plat of Harker Trump Industrial Park, as per plat thereof, recorded in Plat Book 78, Page 86 in the Office of the Recorder of Lake County, Indiana, which parcel encompasses the same property described as Lot 3 of the Resubdivision of the Corrected Plat of Harker Trump Industrial Park as recorded in Plat Book 70, Page 43 in the Office of the Recorder of Lake County, Indiana. Together with an Easement for ingress/egress to Summit Street granted in Plat Book 64, Page 46, Plat Book 68, Page 19, and Plat Book 70, Page 43, in the Recorders Office of Lake County, State of Indiana.

PARCEL 2; Lot 4 in Harker Trump Resubdivision of Lots 3 and 4 in the Resubdivision of the Corrected Plat of Harker Trump Industrial Park, as per plat thereof, recorded in Plat Book 78, Page 86 in the Office of the Recorder of Lake County, Indiana, which parcel encompasses the same property described as Lot 4 of the Resubdivision of the Corrected Plat of Harker Trump Industrial Park as recorded in Plat Book 70, Page 43 in the Recorders Office of Lake County, State of Indiana.

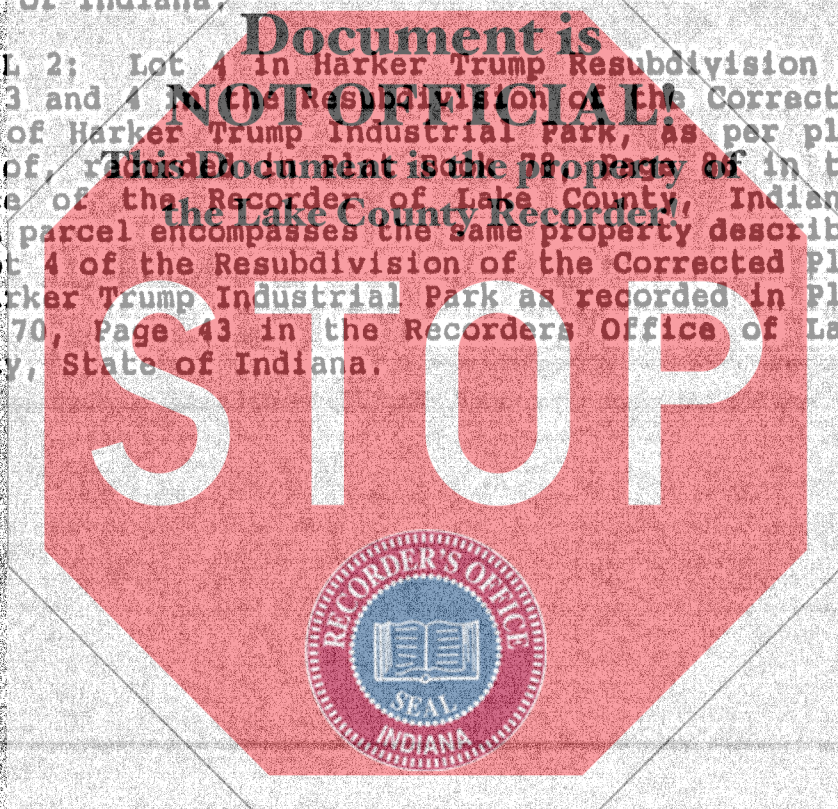


EXHIBIT "A"

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