

TKOR HO-194914-CENTIER TR # A23

**SUBORDINATION, NON-DISTURBANCE AND ATTACHMENT AGREEMENT**

THIS AGREEMENT, made this 14TH 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 Jefferson Saurfit Corporation (U.S.), a Delaware 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, and certain other documents 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 to 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 23rd day of August, 1993, assigned and assumed 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:

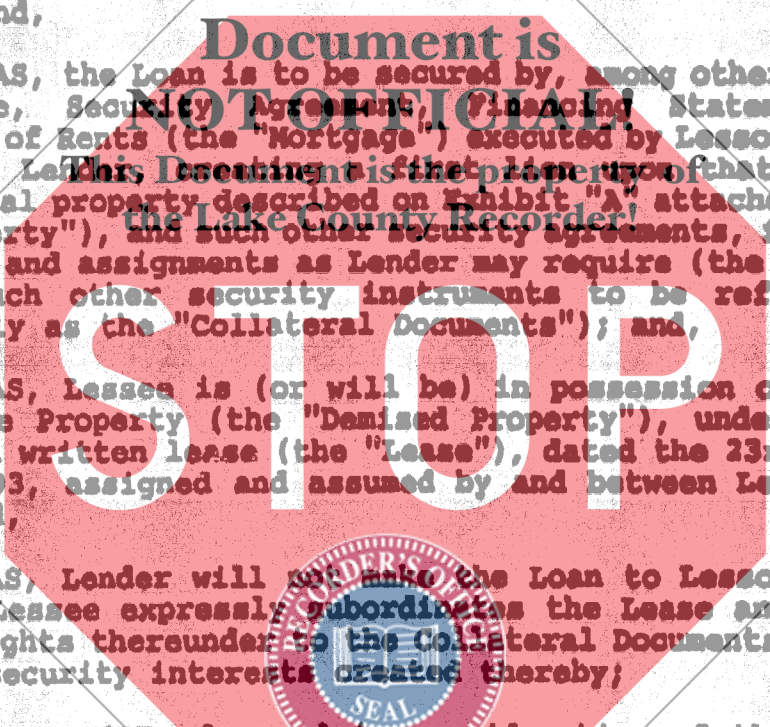
1. Subordination. The Lease and all of Lessee's rights thereunder (including, without limitation, any option or right of first refusal) are, shall be and remain and are expressly made, subordinate and inferior to the Collateral Documents and the liens and security interests created thereby, regardless 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

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STATE OF INDIANA,  
LAKE COUNTY,  
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of the Lease on Lessee's part to be performed, Lessee's possession and occupancy of the Demised Premises and Lessee's 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 operative without the execution of any further instrument on the part of any of the parties hereto. Lender agrees, however, to execute and deliver at any time and from time to time, upon the request of Lender or any such purchaser, the following documents 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 the commencement 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 or credit for such security is provided;

(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). Provided, however, that the above releases will not apply in the event Lessor actively concealed or misstated any material facts to Lessee, and Lender had knowledge of such active concealment or misstatement.

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, ~~as provided below:~~

To Lender:

This Document is the property of  
the Independent Order of Foresters  
789 Don Mills Road  
the Lake County Recorder!  
Canada M3C 1T9  
Attention: Mortgage Loan Department

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:

Jefferson Benefit Corporation  
8182 MacLain Avenue  
St. Louis, Missouri 63105

With a Copy to:

Regional Counsel, FSC  
P.O. Box 1225  
Stone Mountain, Georgia 30086

To Lessor:

CESTRE BANK  
9701 INDIANAPOLIS BLVD  
HIGHLAND IN 46327

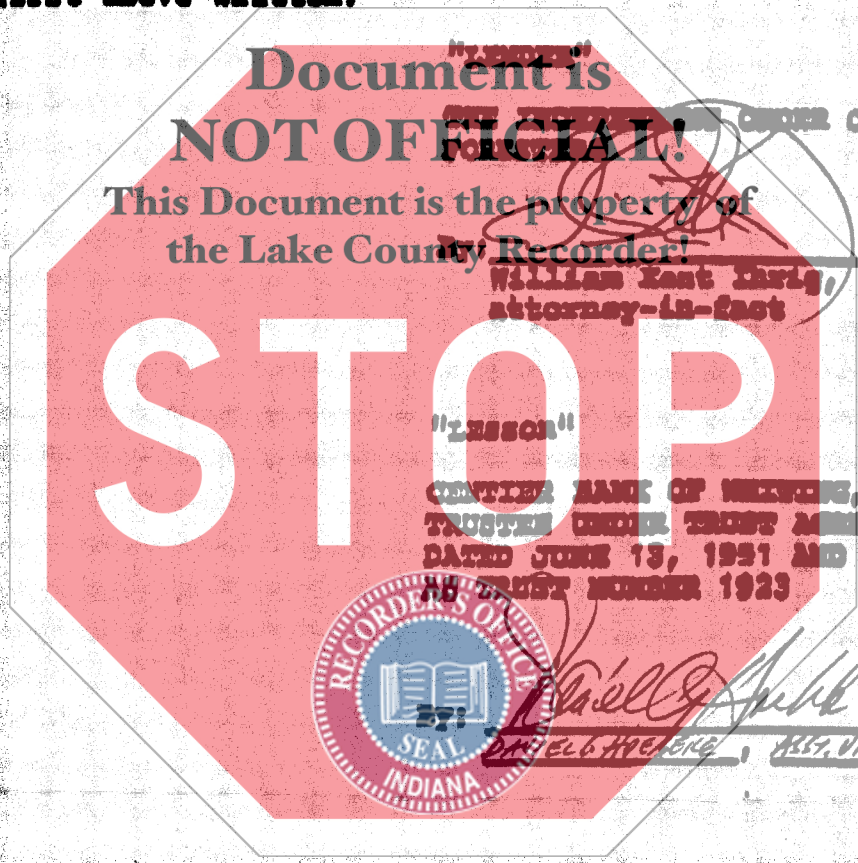
or to such other address or in care of such other person as hereafter shall be designated in writing by the applicable party, and shall be deemed to have been given as of the date such item is mailed or delivered as aforesaid.

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

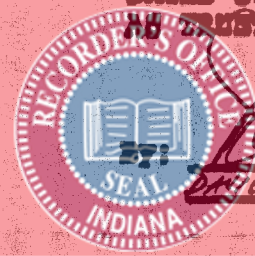
signed by the parties hereto or their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns, and any purchaser or purchasers at foreclosure of the Devised Premises, and their respective heirs, personal representatives,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



**Document is NOT OFFICIAL!**  
This Document is the property of the Lake County Recorder!  
William Kent Thrig, III  
attorney-in-fact

**"LESSOR"**  
CENTER BANK OF INDIANA, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 13, 1951 AND KNOWN AS TRUST NUMBER 1923

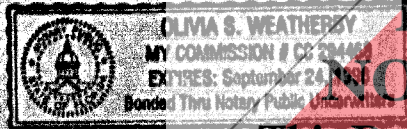


**"LESSEE"**  
Jefferson Smurfit Corporation LLC  
a Delaware Corporation  
BY: John J. Allgood

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

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



*Olivia S. Weatherly*  
Notary Public  
**NOT OFFICIAL!**

This Document is the property of \_\_\_\_\_  
My Commission Expires \_\_\_\_\_  
the Lake County Recorder!  
(Serial Number, if any)



STATE OF INDIANA

COUNTY OF LAKE

I, Patricia M. Miller, a Notary Public in and for the said County, in the State of Indiana, DO HEREBY CERTIFY that Deborah A. Arbelke, Trust Officer of Centier Bank of Whiting, as Trustee under Trust Agreement dated June 13, 1991, and known as Trust #1, 1993, who is personally known to me to be the same Deborah A. Arbelke whose name is subscribed to the foregoing instrument as Deborah A. Arbelke of said Bank, appeared before me this 29th day of August, 1995, as a person and acknowledged that she signed and delivered the said instrument as her 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 29th day of August, 1995.

*Patricia M. Miller*  
Notary Public

Patricia M. Miller  
County of Residence - Lake

Commission expiration date: 3/5/99

Georgia  
STATE OF GEORGIA  
COUNTY OF DEKALB DeKalb

I, Patricia A. Kemp, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that John A. Allegot, as Assistant Secretary of Jefferson Emerbit Corporation (U.S.), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Asst. Secretary 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 14<sup>th</sup> day of August, 1995.

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

Patricia A. Kemp  
Notary Public

Notary Public, Gwinnett County, Georgia  
My Commission Expires June 28, 1996

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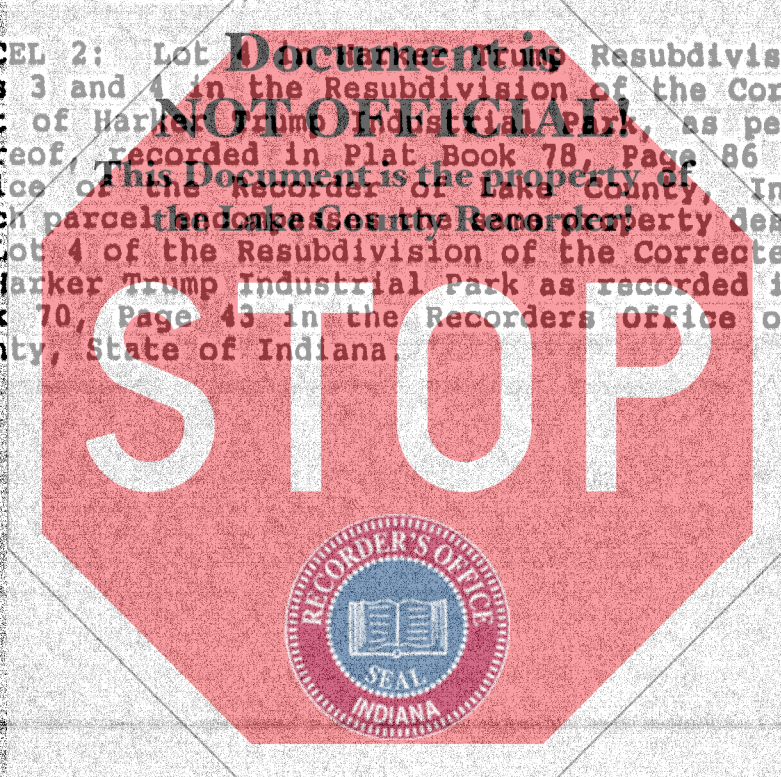


PREPARED BY: WILLIAM KENT IHRIG, ESQUIRE

**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"**

**BDB:jmr  
(2) 082395:47309**