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95 NOV 22 PM 4:20 HOME GROUP, INC

MARGARITE W. WACKER DR
RECORDER TLE 3400
CHICAGO, IL 60601
ATTN: JAMES HOFFMAN

Recording requested by,
and when recorded return to: .

EC VI

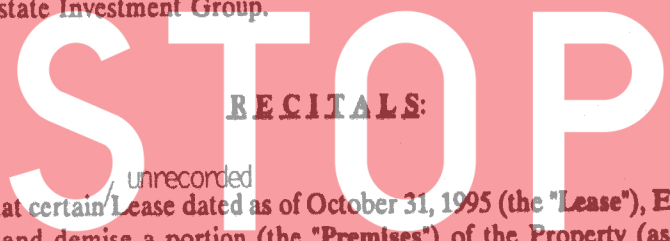
KEMPER CORPORATION
120 South LaSalle Street
Chicago, IL 60603
Attention: Thomas H. Fraerman, Esq.

AGREEMENT OF SUBORDINATION,
NON-DISTURBANCE AND ATTORNMENT

Document is

NOT OFFICIAL!

THIS AGREEMENT OF SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT (the "Agreement") is made as of the 31st day of October, 1995, by and among HECO EQUIPMENT MANAGEMENT SERVICES, INC., a Michigan corporation, having an address at 300 S. Bardsley Street, Kalamazoo, MI 49001 ("Lessee"), and KEMPER INVESTORS LIFE INSURANCE COMPANY, an Illinois insurance company ("Lender"), having an address c/o Kemper Financial Services, Inc., 120 South LaSalle Street, Chicago, Illinois 60603, Attention: Real Estate Investment Group.



RECITALS:

- A. Under that certain ^{unrecorded} Lease dated as of October 31, 1995 (the "Lease"), Enterprise Center VI, L.P. ("Lessor"), did lease, let, and demise a portion (the "Premises") of the Property (as hereinafter defined), as described in the Lease to Lessee for the period of time and upon the covenants, terms and conditions therein stated.
- B. Lessor heretofore entered into a Financing Agreement, dated as of June 15, 1992 (the "Loan Agreement"), with the Indiana Development Finance Authority ("Issuer") pursuant to which Issuer has provided financing (the "Loan") to Lessor with the proceeds of those certain \$5,000,000.00 Indiana Development Finance Authority Revenue Bonds, Series 1992 (Enterprise Center VI, L.P. Project [the "Bonds"]) in connection with the real estate described on Exhibit 1 hereto together with the building and improvements thereon (the "Property"), and the Premises located on the Property (the Property and all parking and other amenities built or to be built in connection therewith being hereinafter collectively called the "Project").
- C. Lender is the current holder of the Bonds, and the Bonds are secured by, among other things, a Mortgage, Security Agreement, Assignment of Leases, Rents and Profits, Financing Statement and Fixture Filing encumbering the Property, dated as of June 25, 1993 and recorded in the official records of the Recorder of Deeds of Lake County, Indiana on June 25, 1993 as Document No. 93041134 (the "Mortgage").
- D. The parties hereto desire to confirm that the Lease is subordinate to the lien of the Mortgage on the Property, establish additional rights of quiet and peaceful possession for the benefit of Lessee and further to define the covenants, terms, and conditions precedent to such additional rights.

HAMMOND\HECOSUB.AGR

Chicago Title Insurance Company

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NOW, THEREFORE, in consideration of the Recitals set forth above that are hereby made a part hereof and the covenants, terms, conditions, agreements and demises herein contained, and in consideration of other good and valuable consideration, each to the other, the sufficiency and receipt of which are hereby acknowledged, the parties hereto agree, covenant and warrant as follows:

1. Lender and Lessee do hereby covenant and agree that the Lease and any modifications and amendments subsequently approved by Lender or any modification or amendment for which Lender's approval is not required (collectively, the "Approved Amendments") and all rights, options, liens or charges created thereby are and shall continue to be subject and subordinate in all respects to the Mortgage and the lien created thereby, to any advancements made thereunder, and to any consolidation, extensions, modifications or renewals thereof.

2. Subject to the observance and performance by Lessee of all of the covenants, terms and conditions of the Lease or any Approved Amendment on the part of Lessee to be observed and performed, and further subject to the provisions of Paragraph 6 and 7 of this Agreement, Lender hereby covenants that in the event it obtains title to the Property by foreclosure, by deed in lieu of foreclosure or otherwise, and thereafter obtains the right of possession of the Premises, that the Lease and all Approved Amendments shall continue in full force and effect, and Lender shall recognize the Lease and all any Approved Amendments and Lessee's rights thereunder, and shall thereby establish direct privity of estate and contract between Lender and Lessee with the same force and effect and with the same relative priority in time and right as though the Lease and all Approved Amendments were directly made from Lender in favor of Lessee.

3. Lessee agrees to give Lender, by registered or certified mail, return receipt requested, a copy of any notice of default served upon Lessor. Lessee further agrees that if Lessor shall have failed to cure such default within the time period provided for in the Lease, then Lender shall be entitled to have an additional thirty (30) days; provided, however, that if a nonmonetary default cannot be cured within such time, and if such default does not involve a condition that renders all or a material part of the Premises untenantable or materially interferes with Lessee's use of the Premises, and Lender is diligently pursuing such cure, then Lender shall have such additional time as is reasonably necessary to cure such default (including the time necessary to foreclose or pursue other proceedings in order to gain possession of the Property). It is specifically agreed that Lessee shall not, as to Lender, be entitled to require cure of any such default.

4. In the event the interests of Lessor under the Lease shall be transferred to Lender by reason of foreclosure, deed in lieu of foreclosure or otherwise, and provided Lender complies with the terms of Paragraph 2 hereof, Lessee hereby covenants and agrees to make full and complete attornment to Lender as substitute lessor upon the same terms, covenants and conditions as provided in the Lease, except for provisions that are impossible for Lender to perform, so as to establish direct privity of estate and contract between Lender and Lessee with the same force and effect and relative priority in time and right as though the Lease and any Approved Amendment, together with all guarantees of Lessee's obligations under the Lease, if any, were originally made directly between Lender and Lessee, except as limited by the provisions of Paragraphs 6 and 7 of this Agreement. Lessee shall thereafter make all payments directly to Lender and shall waive as against Lender only any defaults of Lessor (whether curable or non-curable) that occurred prior to Lender gaining right of possession to the Premises and becoming substitute lessor, except as limited by the provisions of Paragraphs 6 and 7 of this Agreement. Lessee waives all joinder and/or service of any and all foreclosure actions by Lender under the Mortgage upon the Property, and of any actions at law by Lender to gain possession of the Property. It shall not be necessary, except as required by law, for Lender to name Lessee as a party to enforce its rights under the Mortgage, or any other instrument evidencing or collateralizing the Loan, or to prosecute any action at law to gain possession of the Property and, unless required by law, Lender agrees not to name Lessee in any such proceeding. If the interests of Lessor under the Lease shall be transferred by reason of foreclosure of the Mortgage, deed in lieu of foreclosure or otherwise, to any party other than Lender (a "Transferee"), then Lessee hereby covenants and agrees to make full and complete attornment to such Transferee as substitute lessor, upon the same terms and conditions as provided for herein in the case of attornment to Lender, provided such Transferee complies with the terms of Paragraph 2 hereof.

5. The provisions of this Agreement shall be covenants running with the Property and shall be binding upon and inure to the benefit of the respective parties hereto and their respective heirs, legal representatives, beneficiaries, successors and assigns, including, without limitation, any person who shall obtain, directly or by assignment or conveyance, (a) any interest in the Mortgage; (b) any certificate of purchase following foreclosure of the Mortgage; (c) any certificate of redemption following such foreclosure; or (d) any interest in the Premises, whether through foreclosure or otherwise. Furthermore, the provisions of this Agreement shall be binding upon any guarantor of Lessee's obligations under the Lease.

6. Notwithstanding anything contained herein to the contrary, or anything to the contrary in the Lease or in any modifications or amendments thereto, Lessee hereby covenants and agrees that Lender and its respective assignees shall not be:

(a) Liable for any act or omission of Lessor, including, without limitation, any delay in opening the Project or the Premises for occupancy and any failure to complete construction of the Premises or the Project;

(b) Subject to any offsets or defenses that Lessee might have as to Lessor; except as specifically provided in the Lease;

(c) Required or obligated to credit Lessee with any rent or additional rent for any rent that Lessee might have paid Lessor more than one month in advance unless actually delivered or credited to and received by Lender, other than any overpayments of estimated monthly payments, as provided for in the Lease, unless Lender shall have approved such prepayment in writing;

(d) Bound by any amendments or modifications of the Lease made without Lender's prior written consent, other than exercise of rights, options or elections contained in the Lease, including without limitation, options to extend the term of the Lease;

(e) Bound to or liable for refund of all or any part of any security deposit by Lessee with Lessor for any purpose unless and until all such security deposit shall have been delivered by Lessor to, and actually received by, Lender. In the event of receipt of any such security deposit, Lender's obligations with respect thereto shall be limited to the amount of such security deposit actually received by Lender, and Lender shall be entitled to all rights, privileges and benefits of Lessor set forth in the Lease with respect thereto;

(f) Required or obligated to open the Premises for initial occupancy by Lessee or the Project for initial occupancy by tenants generally, or to complete construction of the Project or the Premises, or to undertake any other obligation that Lessor may have with respect to construction or opening of the Premises for initial occupancy by Lessee or of the Project for initial occupancy by tenants generally; or

(g) Personally liable to pay any amounts hereunder or in connection with the Lease, it being expressly acknowledged by Lessee that any amounts otherwise owing by Lender or any successor, assignee or Transferee shall be collectible only out of their respective interests in the Property and all such personal liability is hereby expressly and irrevocably waived and released by Lessee.

7. Lessee covenants and agrees as follows for the benefit and reliance of Lender:

(a) That it shall not, without the express written consent of Lender:

(i) Cancel, terminate or surrender the Lease, except as provided therein or in any Approved Amendment or hereafter consented to by Lender, and then only after Lender has unsuccessfully attempted, or failed, to pursue its rights and remedies as provided herein; or

(ii) After the date hereof, enter into any agreement with Lessor, its successors or assigns, that grants any concession with respect to the Lease or that reduces the rent called for thereunder; or

(iii) After the date hereof, create any offset or claims against rents, or prepay rent more than one month beyond the then current rental period.

(b) That neither this Agreement nor anything to the contrary in the Lease or in any Approved Amendment shall, prior to Lender's acquisition of Lessor's interest in and possession of the Property, and if later, the completion of construction of the Project and the Premises and opening thereof for occupancy by tenants generally and by Lessee, respectively, operate to give rise to or create any responsibility or liability for the control, care, management or repair of the Premises upon Lender, or impose responsibility for the carrying out by Lender of any of the covenants, terms and conditions of the Lease or of any Approved Amendment, nor shall said instruments operate to make Lender responsible or liable for any waste committed on the Premises by any party whatsoever, or for dangerous or defective conditions of the Premises, or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss, injury or death to any Lessee, licensee, invitee, guest, employee, agent or stranger. Notwithstanding anything to the contrary in the Lease, but subject to the limitation in Paragraph 6(g) of this Agreement, Lender, its successors and assigns or a purchaser under the terms of the Mortgage, shall be responsible for performance of those covenants and obligations of the Lease accruing on and after Lender's acquisition of Lessor's interest in and possession of the Property.

(c) That in the event Lender or any Transferee gains title to the Property and becomes substitute lessor, it is agreed that Lender or any Transferee may assign its interest as substitute lessor without notice to, the consent of, or assumption by Lender or any Transferee of any liability to, any other party hereto.

(d) That it will deliver to Lender, within ten (10) days of request therefor, each of the estoppel certificates required to be delivered, while the Mortgage is of record, pursuant to the Lease.

8. Any notices to Lessee, Lessor or Lender hereunder shall be effective on the third business day after mailing to such party by certified mail, postage prepaid, return receipt requested, addressed as follows:

Lessee:

HECO Equipment Management Services, Inc.
3509 S. Burdick Street
Kalamazoo, MI 49001
Attention: Mr. Duncan Wright, President

with a copy to:

Varnum, Riddering, Schmidt & Howlett
333 Bridge Street N.W.
Grand Rapids, MI 49504
Attention: Nyal Deems

Lender:

c/o Kemper Financial Services, Inc.
120 South LaSalle Street
Chicago, Illinois 60603
Attention: Real Estate Investment Group

with a copy to:

KECK, MAHIN & CATE
77 West Wacker Drive
Chicago, Illinois 60601
Attention: Laurance P. Nathan, Esq.

Lessor:

c/o The Prime Group, Inc.
77 West Wacker Drive
Suite 3900
Chicago, IL 60601
Attention: Gary J. Skoien

with a copy to:

The Prime Group, Inc.
77 West Wacker Drive
Suite 3900
Chicago, IL 60601
Attention: Robert J. Rudnik

or as to each party, to such other address as the party may designate by a notice given in accordance with the requirements contained in this Paragraph 8.

9. This Agreement contains the entire agreement between the parties hereto. No variations, modifications or changes herein or hereof shall be binding upon any party hereto unless set forth in a document duly executed by or on behalf of such party.

10. This instrument may be executed in multiple counterparts, all of which shall be deemed originals and with the same effect as if all parties hereto has signed the same document. All of such counterparts shall be construed together and shall constitute one instrument, but in making proof, it shall only be necessary to produce one such fully executed counterpart.

11. Whenever used herein, the singular number shall include the plural, and the singular, and the use of any gender shall include all genders. The words "Lender", "Lessor", and "Lessee" shall include their legal representatives, successors and assigns.

12. Lessee agrees that this Agreement satisfies any condition or requirement in the Lease relating to the granting of a non-disturbance agreement with respect to Lender and the Mortgage.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed, sealed and delivered in their respective names and in their behalf; and if a corporation, by its officers duly authorized, as of the date first noted above.

LESSEE:

HECO EQUIPMENT MANAGEMENT SERVICES, INC.,
a Michigan corporation

By: [Signature]
Title: Group Mgr

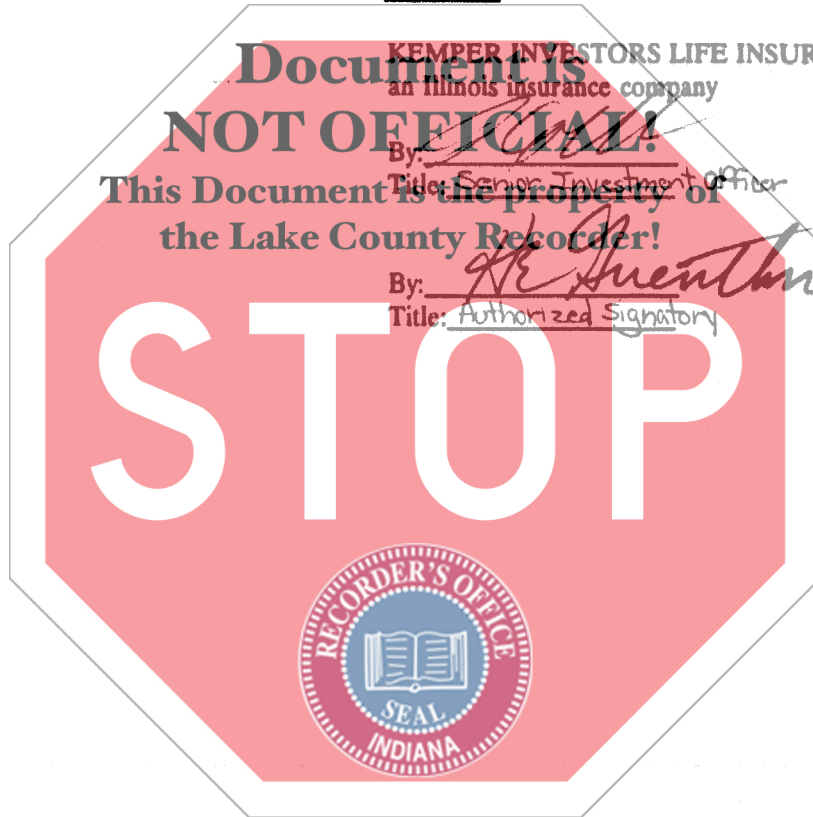
LENDER:

Document is NOT OFFICIAL!
KEMPER INVESTORS LIFE INSURANCE COMPANY,
an Illinois insurance company

By: [Signature]
Title: Senior Investment Officer

This Document is the property of
the Lake County Recorder!

By: [Signature]
Title: Authorized Signatory

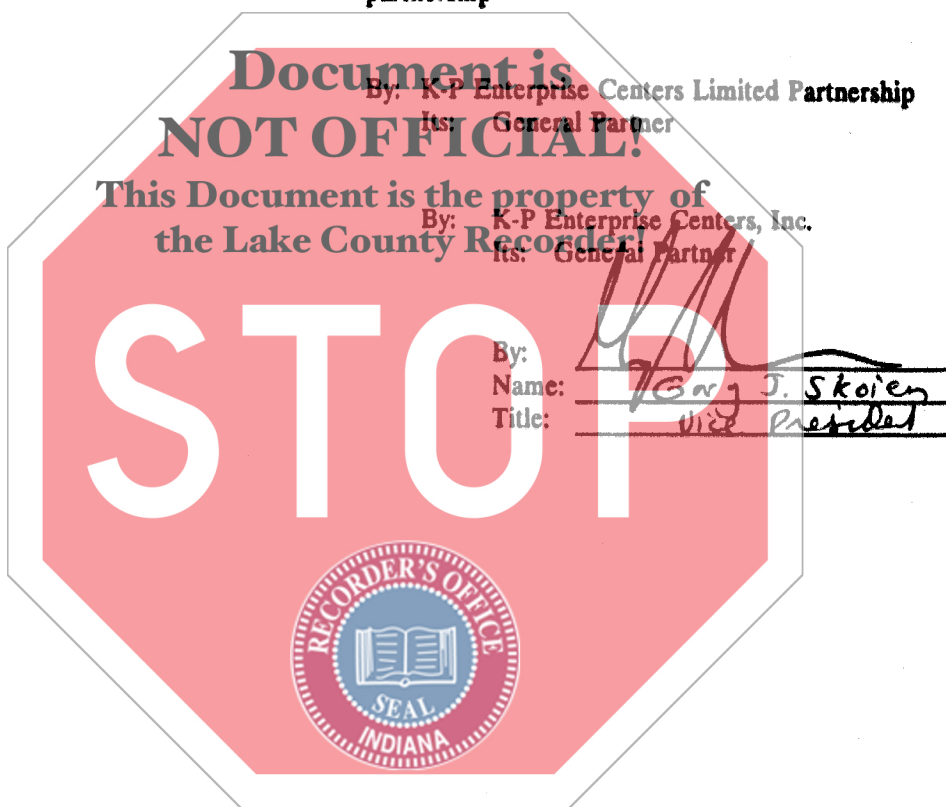


AGREEMENT BY LESSOR

Lessor, as the Mortgagor under the Mortgage, agrees for itself and for its successors and assigns that (i) the foregoing Agreement of Subordination, Non-Disturbance and Attornment (the "Agreement") does not constitute a waiver or partial waiver by Lender of any of its rights under the Mortgage and (ii) the Agreement does not in any way release the Lessor from its obligations to comply with every term, provision, condition, covenant, agreement, representation, warranty and obligation of the Mortgage, and that each of same remain in full force and effect and must be complied with by the Lessor thereunder, and (iii) Lessor will not take any action contrary to or inconsistent with the provisions of the Agreement.

LESSOR:

ENTERPRISE CENTER VI, L.P., an Illinois limited partnership



STATE OF ILLINOIS)
) SS.:
COUNTY OF COOK)

I DO HEREBY CERTIFY that Gary J. Skoien, personally known to me to be the Vice President of K-P Enterprise Centers, Inc., general partner of K-P Enterprise Centers Limited Partnership, which is in turn the general partner of Enterprise Center VI, L.P., and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (s)he signed and delivered the said instrument as Vice President of said corporation pursuant to authority given by said corporation, as his/her free and voluntary act, and as the free and voluntary act and deed of said corporation on behalf of said limited partnership, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 9th day of November, 1995.

My Commission Expires:

7/16/97



EC VI
Hammond

EXHIBIT 1
LEGAL DESCRIPTION

PROPERTY

LOT A-2, HAMMOND ENTERPRISE CENTER, TO THE CITY OF HAMMOND,
AS SHOWN IN PLAT BOOK 73, PAGE 36, RE-RECORDED IN PLAT BOOK 74,
PAGE 21, AS CORRECTED BY CERTIFICATE OF SURVEYOR FILED AS
DOCUMENT NO. 93034924, IN LAKE COUNTY, INDIANA.

Key Number: 37-75-9

Street Address: 4527 Columbia Avenue, Hammond, Indiana

