

**SUBORDINATION, RECOGNITION, NONDISTURBANCE, AND ATTORNMENT AGREEMENT**

BY THIS AGREEMENT made this day 8<sup>th</sup> day of Sept., 1997 by and between Citizens Financial Services and National Consumer Cooperative Bank, a Federally Chartered Banking Corp., the parties hereto do hereby agree as follows:

1. Under date of May 29, 1997, Sterk's Super Foods, Inc. and Lake County Trust Co., as Trustee, (Landlord) entered into a lease (the Lease) with Tenant. Under the terms of the Lease, Landlord leased to Tenant that certain tract or parcel of real property (the Leased Premises), as more fully described on Exhibit A attached hereto and made a part hereof for all purposes. Landlord has previously executed and delivered to Lender a mortgage encumbering the Leased Premises. Tenant has agreed to subordinate its interest under the Lease to the liens of the Mortgage and Lender has agreed to attorn to the Tenant as set forth below.
2. Tenant subordinates all of its right, title, and interest in and to the Lease and the Leased Premises to the liens of said Mortgage.
3. As long as Tenant is not in default in the payment of rent or in the performance of any of the terms, covenants, and conditions of the Lease, Tenant's possession of the Leased Premises and its rights and privileges under the Lease shall not be diminished or interfered with by Lender and Lender will not join Tenant as a party defendant in any action or proceeding for the purpose of terminating, diminishing, or modifying Tenant's interest in the estate created by the Lease because of any default(s) under the Mortgage.
4. If Lender forecloses the Mortgage or accepts a conveyance in lieu of such foreclosure, Tenant shall attorn and be bound to Lender (or other purchaser or successor in ownership of the Leased Premises) under all of the terms, covenants, and conditions of the Lease with Lender (or other successor in ownership) as landlord under the Lease, such attornment to be effective and self-operative, without the execution of any other instruments, immediately upon its succeeding to such ownership. Tenant has no obligation to pay rent to Lender (or other owner) until Tenant receives written notice of such succession to the interest of Landlord under the Lease.
5. Any successor to the interest of Landlord under the Lease shall be bound to Tenant under all the terms, covenants, and conditions of the Lease for the period of such successor's ownership of the Leased Premises; provided, however, such successor owner shall not be (a) liable for any act or omission of the Landlord or any prior Landlord; (b) subject to any offsets or defenses that Tenant may have against Landlord or any prior landlord; (c) bound by any rent that Tenant may have paid for more than the current month to Landlord or any prior landlord; or (d) bound by any agreement between Landlord and Tenant to which Lender had not previously consented in writing.

**HOLD FOR FIRST AMERICAN TITLE**

FC 21083

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
OCT 1 1997  
AM 10:24  
CARTER

Handwritten initials and date: 10/1/97

6. Tenant covenants that the Lease has not been modified or altered and that the Lease shall not, without the prior written consent of Lender, be terminated, surrendered, modified or altered hereafter.
7. Tenant agrees that it will notify Lender in writing, by certified mail, of any default by Landlord under the Lease and shall not cancel or terminate the Lease without providing Lender thirty (30) days from the date of such notice within which to cure and default. If any default by Landlord is cured within the time period described above, Tenant shall have no right to cancel or terminate the Lease by virtue of said default.
8. This Agreement shall be binding upon the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Citizens Financial Services, FSB

By: Brian L. Goins

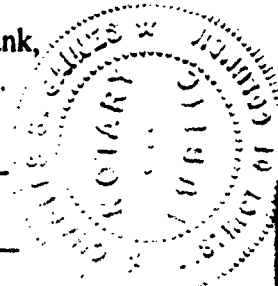
Attest: Carl A. Siska

DISTRICT OF COLUMBIA  
STATE OF \_\_\_\_\_ SS:  
COUNTY OF \_\_\_\_\_

National Consumer Cooperative Bank,  
a Federally Chartered Banking Corp.

By: John S. Goldthum, AVP

Attest: Charles S. Gaines



Before me, a Notary Public in and for said County and State, personally appeared John S. Goldthum and \_\_\_\_\_ the AVP and \_\_\_\_\_, respectively of National Cooperative Bank who acknowledged execution of the foregoing Deed for and on behalf of said Grantor, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 8<sup>th</sup> day of September, 1997.  
My Commission Expires February 14, 2002 Signature Charles S. Gaines  
Resident of \_\_\_\_\_, Notary Public

CHARLES S. GAINES  
NOTARY PUBLIC DISTRICT OF COLUMBIA  
My Commission Expires February 14, 2002

Before me, a Notary Public in and for said County and State, personally appeared Brian L. Goins and Carl A. Siska the vice-president and Asst. Secretary respectively of Citizens Financial Services, FSB who acknowledged execution of the foregoing Deed for and on behalf of said Grantor, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 24<sup>th</sup> day of September, 1997.  
My Commission Expires 5/4/00 Signature Monica Sullivan  
Resident of LAKE County Printed MONICA SULLIVAN, Notary Public

This instrument prepared by Brain L. Goins, Attorney at Law.

DESCRIPTION: Part of Lot "A", Prairie Park Unit 1, a Subdivision in the City of East Chicago, Lake County, Indiana, as shown in Plat Book 38, page 7, in the Office of the Recorder of Lake County, Indiana, which part of said Lot "A" is more particularly described as:

Beginning at a point on the North line of said Lot "A" which point lies 169.60 feet East of the Northwest corner of said Lot "A" as measured along the North line thereof; thence South 88 degrees 18 minutes 46 seconds East, along the North line of said Lot "A", a distance of 418.35 feet to the Northeast corner of said Lot "A", thence South 0 degrees 12 minutes 42 seconds West, along the East line of said Lot "A", a distance of 205.15 feet; thence Easterly, along an offset to the East line of said Lot "A", a distance of 32.85 feet to a point of curve; thence Southwesterly along the Easterly line of said Lot "A", on a curve concave to the East and having a radius of 583.95 feet, an arc distance of 41.28 feet to the Southeast corner of said Lot "A"; thence North 89 degrees 40 minutes 58 seconds West, along the Southerly line of Lot "A", a distance of 188.92 feet; thence South 36 degrees 54 minutes 00 seconds West, along the Southerly line of said Lot "A", a distance of 112.25 feet; thence Northwesterly, along the Southerly line of said Lot "A" on a curve concave to the South and having a radius of 457.18 feet, an arc distance of 30.86 feet; thence North 1 degree 41 minutes 14 seconds East, along a line perpendicular to the North line of said Lot "A", a distance of 259.22 feet to the point of beginning, in the City of East Chicago, Lake County, Indiana.

EXHIBIT "A"

Leased portion to be built

<b>CAPRIO PRISBY</b> ARCHITECTURAL DESIGN 1100 N. STATE ST. CHICAGO, ILL. 60610 TEL: 312.467.1234	PROJECT NO. 1100 N. STATE ST. CHICAGO, ILL. 60610	DATE 11/15/00	<b>CITIZENS FINANCIAL SERVICES</b> 1100 N. STATE ST. CHICAGO, ILL. 60610 TEL: 312.467.1234	<b>DDG</b> 1
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Existing

TO BE BUILT

FIRST FLOOR PLAN

