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LAKE COUNTY
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Chicago Title Insurance Company

5902 CT&C
49541920

**LEASE SUBORDINATION,
NON-DISTURBANCE AND ATTORNMEN T AGREEMENT
(Indiana Premises)**

THIS AGREEMENT, made as of this 18th day of December, 1997 between Classic Oldsmobile, Inc., a Indiana with offices at 6501 Broadway, Merrillville, IN (hereinafter called "Tenant"), and NBD Bank, NA, successor to Gainer Bank, as Trustee under Trust Agreement known as Trust No. P-4378 (hereinafter referred to as "Landlord"), for the benefit of CHRYSLER FINANCIAL CORPORATION, a Michigan corporation, having its principal office and place of business at 27777 Franklin Road, Southfield, Michigan 48034 (hereinafter called "Lender").

WITNESSETH

WHEREAS, the Tenant has entered into a certain ^{UNRECORDED} lease with Landlord (the "Lease") covering premises known as 6501 Broadway, Merrillville, IN (the "Premises") and more particularly described in Exhibit "A" attached hereto and incorporated herein;

WHEREAS, the Lender has agreed to make a loan to the Landlord and Miller Consolidated, Inc. evidenced by a Promissory Note (the "Note") in the principal amount of \$7,800,000 and secured by a mortgage (the "Mortgage") upon the Premises;

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Landlord;

WHEREAS, it is a condition precedent to obtaining said loan or was a condition of said loan, that said Mortgage securing said loan be a lien or charge upon the Premises unconditionally prior and superior to the Lease and leasehold interest of Tenant;

WHEREAS, Tenant acknowledges when it is recorded that said Mortgage constitutes, or will constitute, a lien or charge upon the Premises which is, or should be, unconditionally prior and superior to the Lease and leasehold interest of Tenant; and

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WHEREAS, Lender has been requested by Tenant and by Landlord to enter into a non-disturbance agreement with Tenant;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereto mutually covenant and agree as follows:

1. The Lease and any extensions, renewals, replacements or modifications thereof, and all of the right, title and interest of the Tenant in and to said Premises are and shall be subject and subordinate to the Mortgage and to all of the terms and conditions contained therein, and to any renewals, modifications, replacements, consolidations and extensions thereof;

2. Lender has consented to the Lease and, in the event of foreclosure of said Mortgage, or in the event Lender comes into possession or acquires title to the Premises as a result of the enforcement of foreclosure of the Mortgage or the Note, or as a result of any other means, Lender may elect to recognize Tenant and may agree that Tenant shall not be disturbed in its possession of the Premises for any reason other than one which would entitle the Landlord to terminate the Lease under its terms or would cause, without any further action by such Landlord, the termination of the Lease or would entitle such Landlord to dispossess the Tenant from the Premises;

3. Tenant agrees with Lender that, if the interests of Landlord in the Premises shall be transferred to and owned by Lender by reason of foreclosure or other proceedings brought by it, or any other manner, or shall be conveyed thereafter by Lender or shall be conveyed pursuant to a foreclosure sale of the Premises (and for purposes of this paragraph, the term "Lender" shall be deemed to include any grantee of the Lender or purchaser at foreclosure sale), Tenant shall be bound to Lender under all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining and any option therefor in the Lease, with the same force and effect as if Lender were the Landlord under the Lease, and Tenant does hereby attorn to Lender as its Landlord, said attornment to be effective and self-operative without the execution of any further instruments on the part of any of the parties hereto immediately upon Lender succeeding to the interest of the Landlord in the Premises. Tenant agrees, however, upon the election of and written demand by Lender within twenty (20) days after Lender receives title to the Premises, to execute an instrument in confirmation of the foregoing provisions, satisfactory to Lender, in which Tenant shall acknowledge such attornment and shall set forth the terms and conditions of its tenancy;

4. Tenant agrees that if Lender shall succeed to the interest of Landlord under the Lease, Lender shall not be (a) liable for any action or omission of any prior landlord under the Lease, or (b) subject to any offsets or defenses which Tenant might have against any prior landlord, or (c) bound by any rent or additional rent which Tenant might have paid for more than the current month to any prior landlord, unless such deposit is in an escrow fund available to Lender, or (e) bound by any amendment or modification of the Lease made without Lender's consent, or (f) bound by any provision

in the Lease which obligates the Landlord to erect or complete any building or to perform any construction work or to make any improvements to the Premises. Tenant further agrees that Tenant will not voluntarily subordinate the Lease to any lien or encumbrance without Lender's consent;

5. In the event that the Landlord shall default in the performance or observance of any of the terms, conditions or agreements in the Lease, Tenant shall give written notice thereof to the Lender and the Lender shall have the right (but not the obligation) to cure such default. Tenant shall not take any action with respect to such default under the Lease, including without limitation any action in order to terminate, rescind or void the Lease or to withhold any rental thereunder, for a period of ten (10) days after receipt of such written notice thereof by the Lender with respect to any such default capable of being cured by the payment of money and for a period of thirty (30) days after receipt of such written notice thereof by the Lender with respect to any other such default (provided that, in the case of any default which cannot be cured by the payment of money and cannot with diligence be cured within such thirty (30) day period because of the nature of such default or because Lender requires time to obtain possession of the Premises in order to cure the default, if the Lender shall proceed promptly to attempt to obtain possession of the Premises, where possession is required, and to cure the same and thereafter shall prosecute the curing of such default with diligence and continuity, then the time within which such default may be cured shall be extended for such period as may be necessary to complete the curing of the same with diligence and continuity);

6. Tenant agrees it shall not take any action or allow the Premises to be used in such a manner that violates any applicable federal, state and local environmental laws and regulations. In the event Lender shall succeed to the interest of Landlord under the Lease or title to the Premises shall be transferred to Lender by foreclosure sale or by deed in lieu of foreclosure, Tenant shall defend, indemnify and hold harmless Lender, and its successors and assigns, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses, including, without limitation, attorneys' and consultants' fees, investigation and laboratory fees, court costs and litigation expenses, known or unknown, contingent or otherwise, arising out of or in any way related to (a) the presence, disposal, release or threatened release of any hazardous materials on, over, under, from or affecting the Premises or the soil, water, vegetation, buildings, personal property, persons or animals caused by or related to Tenant's use or occupancy of the Premises; (b) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such hazardous materials on the Premises; (c) any lawsuit brought or threatened, settlement reached or government order relating to such hazardous materials with respect to the Premises; and/or (d) any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of Lender, which are based upon or in any way related to such hazardous materials used on the Premises.

7. This Agreement shall bind and inure to the benefit of the parties hereto, their successors and assigns. As used herein the term "Tenant" shall include the Tenant, its successors and assigns; the words "foreclosure" and "foreclosure sale" as used herein shall be deemed to include the acquisition of Landlord's estate in the Premises by voluntary deed (or assignment) in lieu of foreclosure, and the word "Lender" shall include the Lender herein specifically named and any of its successors and assigns, including anyone who shall have succeeded to Landlord's interest in the Premises by, through or under foreclosure of the mortgage;

8. This Agreement shall be the whole and only agreement between the parties hereto with regard to the subordination of the Lease and leasehold interest of Tenant to the lien or charge of the Mortgage in favor of Lender, and shall supersede and cancel any prior agreements as to such, or any, subordination, including, but not limited to, those provisions, if any, contained in the Lease which provide for the subordination of the Lease and leasehold interest of Tenant to a deed or deeds of trust or to a mortgage or mortgages to be thereafter executed, and shall not be modified or amended except in writing signed by all parties hereto;

9. Tenant declares, agrees and acknowledges that:

- (a) It consents to (i) all provisions of the Note and Mortgage and (ii) all agreements, including but not limited to any loan or escrow agreements, between Landlord and Lender for the disbursement of the proceeds of Lender's Loan;
- (b) Lender, in making disbursements pursuant to any such agreement, is under no obligation or duty to, nor has Lender represented that it will see to, the application of such proceeds by the person or persons to whom Lender disburses such proceeds, and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part;
- (c) It intentionally and conditionally waives, relinquishes and subordinates the Lease and leasehold interest in favor of the lien or charge upon said land of the Mortgage above mentioned and, in consideration of this waiver, relinquishment and subordination, specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination;

10. The use of the neuter gender in this Agreement shall be deemed to include any other gender, and words in the singular number shall be held to include the plural, when the sense requires.

IN WITNESS WHEREOF the parties hereto have placed their hands and seals the day and year first above written.

Signed and acknowledged
in the presence of us:

TENANT:

CLASSIC OLDSMOBILE, INC.

Synthia Dybak
Name: *Synthia Dybak*
Donald Arnell
Name: *Donald Arnell*

By: *D. Miller*
Vice/ *DAVID L. MILLER*
Its: President

LANDLORD:

NBD BANK, NA, successor to Gainer Bank,
under Trust Agreement known as Trust No.
P-4378

Roberta L. Sarnicki
Name: *Roberta L. Sarnicki*
Carolyn Biernacik
Name: *Carolyn Biernacik*

By: *D. W. Legar*
DAVID W. LEGAR
Its: Vice President

EXHIBIT A

Description of Premises

Title Commitment No. 0495419 OF from Chicago Title Insurance dated November 21, 1997.

1. GAINER BANK, NOW KNOWN AS NBD BANK, N.A., AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED THE 7TH DAY OF MARCH, 1968, KNOWN AS TRUST NO. P-4378 (COVERING PROPERTY KNOWN AS 6501 BROADWAY, MERRILLVILLE, IN [{"Classic Oldsmobile facility"}])

PARCEL 1: A PARCEL OF LAND IN THE WEST HALF OF THE WEST HALF OF SECTION 10, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF THE SAID SECTION 10 WHICH IS 315.88 FEET NORTH OF THE INTERSECTION OF THE SAID WEST LINE OF SECTION 10 WITH THE NORTH RIGHT OF WAY LINE OF THE GRAND TRUNK RAILWAY; THENCE NORTH ALONG THE SAID WEST LINE OF SECTION 10 A DISTANCE OF 124 FEET; THENCE EAST AT RIGHT ANGLES TO THE SAID WEST LINE OF SECTION 10 A DISTANCE OF 320.29 FEET; THENCE SOUTH AND PARALLEL TO THE SAID WEST LINE OF SECTION 10 A DISTANCE OF 124 FEET; THENCE WEST A DISTANCE OF 320.29 FEET TO THE PLACE OF BEGINNING.

PARCEL 2: A PARCEL OF LAND IN THE WEST HALF OF THE WEST HALF OF SECTION 10, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT OF THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF THE GRAND TRUNK RAILWAY AND THE WEST LINE OF SAID SECTION 10, AND RUNNING THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 10 A DISTANCE OF 315.88 FEET; THENCE EAST AT RIGHT ANGLES TO THE WEST LINE OF SAID SECTION 10 A DISTANCE OF 580.25 FEET; THENCE SOUTH AND PARALLEL TO THE WEST LINE OF SAID SECTION 10 A DISTANCE OF 434.82 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID GRAND TRUNK RAILWAY; THENCE WEST ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID GRAND TRUNK RAILWAY A DISTANCE OF 592.13 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING.