

2000-060050

SUBORDINATION, NON-DISTURBANCE  
AND ATTORNMENT AGREEMENT

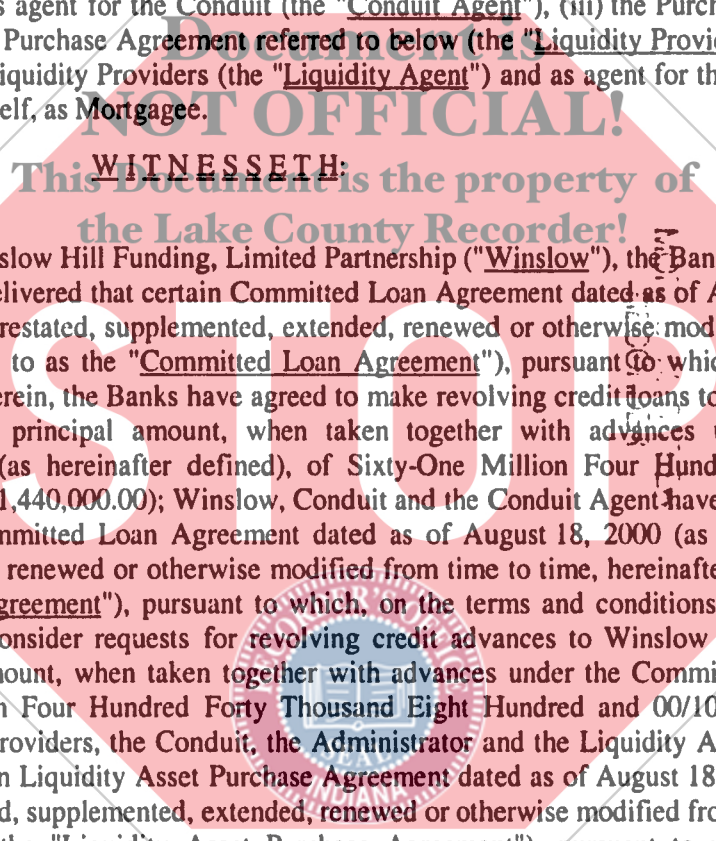
AGREEMENT made as of the 18th day of August 2000 between IRONSIDE ENERGY LLC ("Tenant"), an Indiana limited liability company having an address at 8407 Virginia Street, Merrillville, Indiana 46410, Attention V. Michael Alverson, and THE BANK OF NOVA SCOTIA, a Canadian chartered bank having an address at One Liberty Plaza, New York, New York 10006 Attention: Kevin Scheinkopf, as collateral agent (in such capacity, the "Mortgagee") under that certain Security and Intercreditor Agreement dated as of the date hereof for the benefit of (i) the Banks that are parties to the Committed Loan Agreement referred to below (the "Banks") and the Mortgagee, as agent for such banks (the "Bank Agent"), (ii) the Conduit party to the Uncommitted Loan Agreement referred to below (the "Conduit") and the Mortgagee, as agent for the Conduit (the "Conduit Agent"), (iii) the Purchasers that are parties to the Liquidity Asset Purchase Agreement referred to below (the "Liquidity Provider") and the Mortgagee, as agent for the Liquidity Providers (the "Liquidity Agent") and as agent for the Conduit (the "Administrator"), and (iv) itself, as Mortgagee.

WITNESSETH:

WHEREAS, Winslow Hill Funding, Limited Partnership ("Winslow"), the Banks and the Bank Agent have executed and delivered that certain Committed Loan Agreement dated as of August 18, 2000 (as same may be amended, restated, supplemented, extended, renewed or otherwise modified from time to time, hereinafter referred to as the "Committed Loan Agreement"), pursuant to which, on the terms and conditions specified therein, the Banks have agreed to make revolving credit loans to Winslow up to the maximum aggregate principal amount, when taken together with advances under the Uncommitted Loan Agreement (as hereinafter defined), of Sixty-One Million Four Hundred Forty Thousand and 00/100 Dollars (\$61,440,000.00); Winslow, Conduit and the Conduit Agent have executed and delivered that certain Uncommitted Loan Agreement dated as of August 18, 2000 (as amended, restated, supplemented, extended, renewed or otherwise modified from time to time, hereinafter referred to as the "Uncommitted Loan Agreement"), pursuant to which, on the terms and conditions specified therein, Conduit has agreed to consider requests for revolving credit advances to Winslow up to the maximum aggregate principal amount, when taken together with advances under the Committed Loan Agreement, of Sixty-One Million Four Hundred Forty Thousand Eight Hundred and 00/100 Dollars (\$61,440,000.00); the Liquidity Providers, the Conduit, the Administrator and the Liquidity Agent have executed and delivered that certain Liquidity Asset Purchase Agreement dated as of August 18, 2000 (as the same may be amended, restated, supplemented, extended, renewed or otherwise modified from time to time, hereinafter referred to as the "Liquidity Asset Purchase Agreement"), pursuant to which the Liquidity Providers may be required to purchase from the Conduit revolving credit loans that the Conduit has made to the Mortgagor up to the maximum aggregate principal amount, when taken together with revolving credit loans made by the Banks under the Committed Loan Agreement, of Sixty-Two Million Six Hundred Sixty-Eight Thousand Eight Hundred and 00/100 Dollars (\$62,668,800.00); and which amounts, together with interest thereon, are secured by a certain mortgage or mortgages, including but not limited to a certain Leasehold Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing (as same from time to time may be amended, restated, supplemented or modified, hereinafter referred to as the "Mortgage") on the property described in Exhibit "A" annexed hereto and made a part hereof (the "Premises") made by Winslow to Mortgagee;

WHEREAS, Winslow has entered into an Agreement for Lease dated as of August 18, 2000, between Winslow, as owner, and Tenant, as agent, (as same may be amended, restated, supplemented, extended, renewed or otherwise modified from time to time, hereinafter referred to as the

Chicago Title Insurance Company  
2000-060050



22.00  
AC

"Agreement for Lease"), pursuant to which Tenant has agreed to construct and equip the Premises on behalf of Winslow;

WHEREAS, Winslow has entered into a Lease Agreement dated as of August 18, 2000, between Winslow, as lessor, and Tenant, as lessee (as same may be amended, restated, supplemented, extended, renewed or otherwise modified from time to time, hereinafter referred to as the "Lease Agreement"), pursuant to which Tenant has or may in the future lease the Premises from Winslow;

WHEREAS, Tenant has entered into that certain LTV/Ironside Lease Agreement dated as of November 15, 1999 between Tenant, as lessor of the Facility (as defined therein) and sublessor of the Ground Leasehold Estate (as defined therein), and Sub-Tenant, as lessee of the Facility and sub-lessee of the Ground Leasehold Estate (as the same may be amended, restated, supplemented, extended, renewed or otherwise modified from time to time, hereinafter referred to as the "Facility Lease").

WHEREAS, Tenant desires to be assured of certain rights with respect to the Premises under the respective terms of the Agreement for Lease and the Lease Agreement, if an event of default occurs under the Mortgage; and

WHEREAS, Mortgagee has agreed to grant those certain rights to Tenant, subject to the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the premises, and the mutual covenants contained herein, Tenant and Mortgagee agree as follows:

1. Subordination. Tenant agrees that the Tenant's leasehold interest in the Premises created pursuant to the Agreement for Lease and the Lease Agreement and all of Tenant's rights thereunder and the rights of any other person claiming by, through or under Tenant, including Sub-Tenant, shall be fully subject and subordinate to the lien of the Mortgage, and to all of Mortgagee's rights thereunder.

2. Non-Disturbance. In the event of foreclosure of the Mortgage, Mortgagee will not terminate the Agreement for Lease or Lease Agreement or join Tenant, Sub-Tenant or any other subtenant of Tenant under a sublease permitted under the terms of the Agreement for Lease or Lease Agreement in any foreclosure action or proceeding for the purpose of terminating the Agreement for Lease or the Lease Agreement, or otherwise affecting Tenant's rights thereunder, so long as no Event of Default (as defined in the Agreement for Lease or the Lease Agreement) thereunder has occurred, which has not been cured within any applicable grace and notice periods.

3. Attornment. In the event of foreclosure of the Mortgage or delivery of a deed to the Premises in lieu of foreclosure of the Mortgage and the purchaser upon foreclosure or a grantee under a deed in lieu of foreclosure of the Mortgage thereby succeeds to the position of owner under the Agreement for Lease or lessor under the Lease Agreement, as the case may be, Tenant shall attorn to and accept such purchaser or grantee as owner under the Agreement for Lease or lessor under the Lease Agreement, as the case may be, and be bound to perform all of the obligations imposed upon the Tenant thereunder. So long as no Event of Default (as defined in the Agreement for Lease or the Lease Agreement) has occurred under the Agreement for Lease or the Lease Agreement, such purchaser or grantee will not disturb the possession of Tenant, Sub-Tenant or any other subtenant of Tenant under a sublease permitted under the terms of the Agreement for Lease or Lease Agreement or any of the other rights of Tenant under the Agreement for Lease, the Lease Agreement or the other Lease Documents (as such term is defined in the Mortgage).

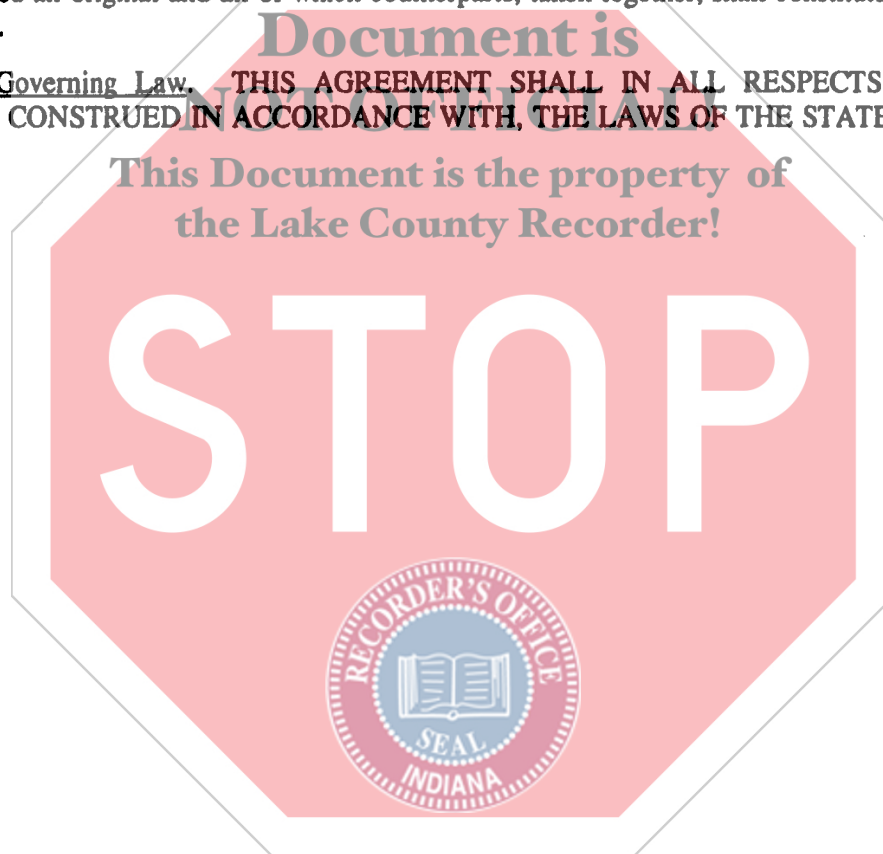
So long as Tenant has quiet enjoyment of the Premises, Tenant further agrees (a) to attorn to and recognize (i) Mortgagee when in possession of the Premises, (ii) a receiver appointed in an action or proceeding to foreclose the Mortgage, (iii) a purchaser upon foreclosure or a grantee under a deed in

lieu of foreclosure of the Mortgage, or (iv) any subsequent purchaser of the Premises, as owner under the Agreement for Lease or lessor under the Lease Agreement, as the case may be, and (b) upon request and within a reasonable period of time, to execute and deliver to said person or entity any instrument or instruments in recordable form which may be necessary or appropriate to effect the performance of the agreements herein contained.

4. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto and cannot be changed or terminated orally.

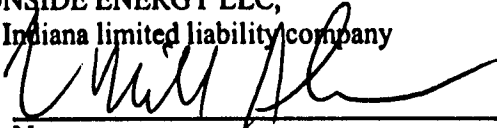
5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which counterparts, when executed and delivered, shall be deemed an original and all of which counterparts, taken together, shall constitute one and the same Agreement.

6. Governing Law. THIS AGREEMENT SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF INDIANA.



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

IRONSIDE ENERGY LLC,  
an Indiana limited liability company

By: 

Name: **V. MICHAEL ALVERSON**  
Title:

**VICE PRESIDENT**

Document is  
**NOT OFFICIAL!**  
THE BANK OF NOVA SCOTIA,  
as Collateral Agent

This Document is the property of  
By: 

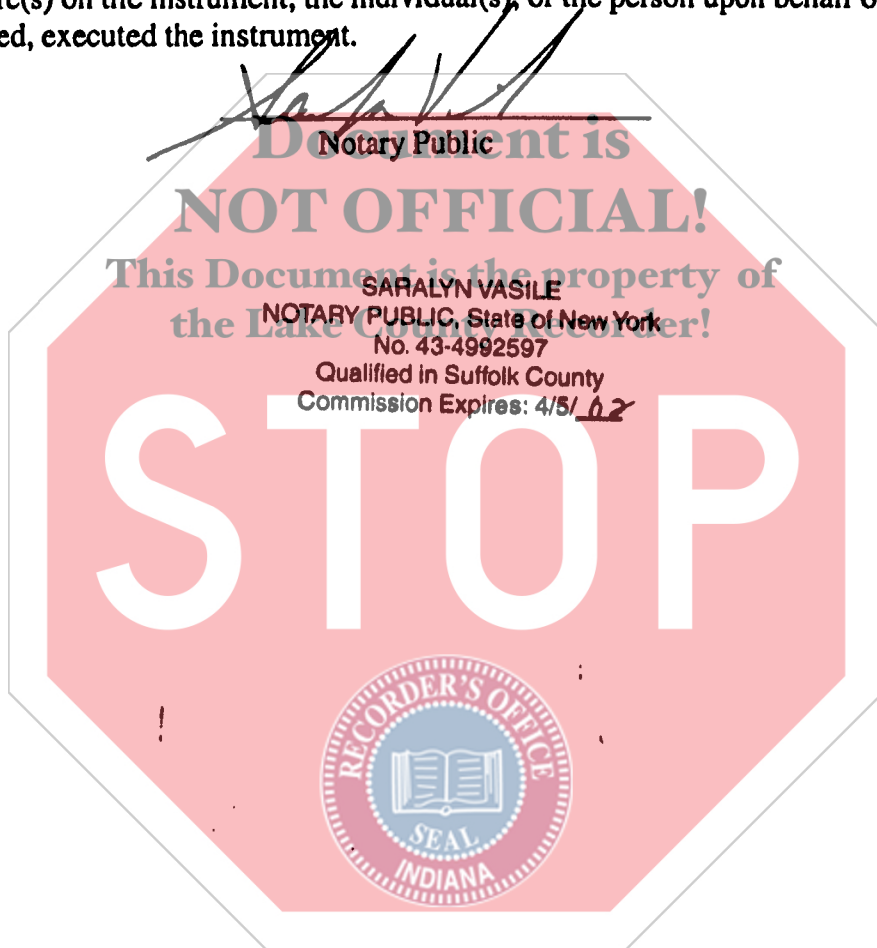
Name:  
Title:  
the Lake County Recorder!

**STOP**



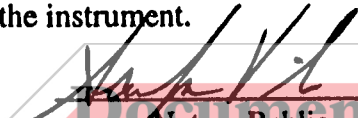
State of New York )  
 ) ss.  
County of New York )

On the 16<sup>th</sup> day of August, in the year 2000, before me, the undersigned, personally appeared V. HENRIK ANDERSON, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



State of New York )  
 ) ss.  
County of New York )

On the 18<sup>th</sup> day of August, in the year 2000, before me, the undersigned, personally appeared GARY FABRIS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
Notary Public

