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Chicago Title Insurance Company

THIS INSTRUMENT PREPARED BY AND UPON RECORDING SHOULD BE RETURNED TO:

Mark A. Carter, Esq.
Adelman Gettleman Merens
Berish & Carter, Ltd.
53 West Jackson Boulevard, Suite 1050
Chicago, IL 60604

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SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT

This Subordination, Attornment and Non-Disturbance Agreement (the "Agreement") is made and entered into as of the 16th day of October, 2003, by and among WILLOWGLEN ACADEMY - INDIANA, INC., an Indiana corporation ("Tenant"), WG-I GARY PROPERTIES LIMITED PARTNERSHIP, an Indiana limited partnership ("Landlord"), and BANK ONE, NA, a national banking association ("Lender").

I. RECITALS

1.1 Tenant is the tenant under that certain Lease, dated Oct. 16, 2003 between Landlord and Tenant, (said lease, and all extensions, modifications, replacements and renewals thereof, shall be collectively referred to herein as the "Lease") pertaining to and covering that certain real estate that is legally described on Exhibit A attached hereto and incorporated herein and the buildings and improvements located thereon (collectively referred to herein as the "Mortgaged Premises").

1.2 Tenant is the sole general partner of Landlord and is currently in possession of the Mortgaged Premises pursuant to the Lease.

1.3 Lender has heretofore advanced funds and extended financial accommodations to Landlord, pursuant to that certain Secured Adjustable Rate Note, dated October 30, 1995, in the principal amount of \$1,300,000.00, and all amendments thereto and all replacement, renewal and modifications thereof (the "WG-I Note ") and to Tenant, Landlord and certain of Tenant's affiliates pursuant to promissory notes and related documents and agreements (the WG-I Note, the "Mortgage" (as hereinafter defined) the "Assignment" (as hereinafter defined) and all notes, security agreements, guaranties and any other document executed or delivered in connection with such financial accommodations shall be collectively referred to herein as the "Loan

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Documents"). Pursuant to the Loan Documents, Landlord and Tenant have agreed to execute and deliver such additional documents and agreements as Lender may reasonably require, including without limitation, this Agreement. The Landlord and Tenant have further requested Lender to restructure their respective obligations under the Loan Documents (all indebtedness and other obligations of Landlord and/or Tenant to Lender with respect to the Loan Documents shall be collectively referred to herein as the "Obligations"). To satisfy their respective obligations to execute and deliver this Agreement and to induce Lender to restructure the Obligations and to continue to extending financial accommodations in favor of Landlord and Tenant, Landlord and Tenant each hereby unconditionally and irrevocably agree as follows:

II. WARRANTIES, COVENANTS AND AGREEMENTS

2.1 The Tenant hereby agrees that whatever right, title and interest that it and its successors and assigns have or may have in and to the Mortgaged Premises, whether pursuant to the Lease, all of Tenant's rights and interests thereunder, and/or otherwise, any and all of such rights, title and interests shall be and are hereby made and shall remain completely subordinate, later in time and completely subject to that certain Mortgage, dated October 30, 1995, and recorded on November 2, 1995, as document number 95066996, in the real estate records of Lake County, Indiana, and all amendments thereto and modifications thereof (collectively, the "Mortgage"), and that certain Assignment of Rents and Leases, dated February 1, 2002, and recorded on March 26, 2002, as document number 2002 028955, in the real estate records of Lake County, Indiana, and all amendments thereto and modifications thereof (collectively, the "Assignment")(the Mortgage, the Assignment and the WG-I Note being together referred to herein as the "Mortgage Documents") and the liens arising therefrom. The provisions of this Section 2.1 shall be effective notwithstanding any provisions to the contrary in the Lease.

2.2 In addition to the terms of Section 2.1 above, any options or rights contained in the Lease allowing Tenant to acquire title to the Mortgaged Premises are hereby made subject and subordinate to the rights of Lender under the Mortgage Documents, and any acquisition of title to the Mortgaged Premises made by Tenant during the term of the Mortgage Documents shall be made subordinate and subject to the Mortgage Documents.

2.3 Without limiting the generality of Sections 2.1 and 2.2 above, Tenant subordinates to the interests of Lender all of Tenant's right, title and interest under the Lease in any insurance proceeds, award of condemnation or eminent domain, and Tenant does assign and transfer to Lender the right and privilege to receive any interest of Tenant in and to the full extent of such insurance proceeds, award of condemnation or eminent domain, or, if the Obligations are not yet fully satisfied, to the extent necessary to pay in full any and all sums secured by the Mortgage and Tenant does hereby authorize Lender to apply any funds so received in satisfaction of all or any portion of the Obligations. In addition, notwithstanding any term or provision of the Lease, Tenant agrees that the provisions of the Mortgage Documents shall control the use and disbursement of insurance proceeds and awards of condemnation or eminent domain with respect to the Mortgaged Premises.

2.4 Landlord and Tenant shall promptly notify Lender of any default by Landlord or Tenant under the Lease.

2.5 The Lease shall not, after the date hereof, be terminated, surrendered, renewed, modified or assigned without first obtaining the prior written consent of Lender. Rent shall not be paid more than one month in advance and in the event that any advance payment of rent (minimum, base, percentage, additional or otherwise) is paid more than one month in advance, Lender or any "Successor Landlord" (as hereinafter defined) shall not be bound by any such payment.

2.6 Tenant hereby acknowledges and agrees that, pursuant to the Mortgage Documents, the interest of Landlord under the Lease shall be assigned to Lender solely as security for the Obligations and Lender: (a) shall not be liable for any claims for damages, setoffs or defenses which Tenant might have against any prior landlord (including Landlord) arising out of Landlord's interest in the Mortgaged Premises, for the return of any security deposit unless it has specifically been received by Lender, for any act or omission committed by Landlord or any breach or failure to perform by Landlord; and (b) shall not be obligated by reason of the such assignment or the exercise of any rights granted therein to perform any obligation of Landlord. Landlord and Tenant hereby agree that immediately upon notice by Lender to Tenant and Landlord that a default or Event of Default has occurred under the Mortgage Documents, Tenant shall, if Lender so requests and until further notice and direction from Lender, make all future payments of rent and other amounts becoming due under the Lease directly to Lender. Landlord acknowledges that any payment made to Lender will be credited against any rent owed to Landlord by Tenant.

2.7 Upon the occurrence of any default or any "Event of Default" as defined in the Mortgage Documents, Lender may, at its option, at any time while any Obligations remain, elect to terminate the Lease without any obligation to Tenant or Landlord.

2.8 Upon any termination of the Lease, Tenant may seek recourse against Landlord, subject to the subordination contained herein, but Tenant shall have no lien or charge upon the Mortgaged Premises or income from the Mortgaged Premises.

2.9 Subject to the terms of Section 2.7 herein, in the event that Lender or any affiliate of Lender succeeds to the rights of Landlord in the Mortgaged Premise ("Successor Landlord"), whether through foreclosure, the acceptance of a deed in lieu of foreclosure or any possession, surrender, assignment, judicial action or any other action taken by Lender, then in such event, and provided that Successor Landlord then agrees in its sole and absolute discretion: (a) Tenant hereby attorns to, and shall be liable to and recognize Successor Landlord as the lessor under, the Lease for the balance of the term of the Lease upon and subject to all the terms and conditions of this Agreement and of the Lease without any additional documentation to effect such attornment; (b) Tenant shall make all payments of rent (minimum, base, percentage, additional or otherwise) to Successor Landlord, and otherwise perform all of Tenant's obligations set forth in the Lease; (c) Successor Landlord shall be responsible only for the performance of those of Landlord's obligations to be performed during the period of its ownership.

2.10 Lender agrees that upon payment in full of all indebtedness and all other obligations owed to Lender pursuant to the Mortgage Documents, this Agreement shall automatically terminate and be of no force and effect.

2.11 Tenant waives presentment, demand, protest, and notice and agrees that Lender, without notice to or consent of Tenant, upon such terms as Lender may deem advisable, without releasing or discharging Tenant from this Agreement or affecting the lien or priority of the Mortgage, may: (a) extend, in whole or in part, by renewal or otherwise, the time of payment or performance of any obligation secured by the Mortgage Documents; (b) release, surrender, exchange, or modify any obligation secured by the Mortgage Documents, or any security for such obligation; and/or (c) settle or compromise any claim with respect to any obligation secured by the Mortgage Documents or any claim against any person who has given security for any such obligation. Tenant ratifies any such extension, renewal, release, surrender, exchange, modification, settlement, or compromise and waives all defenses, counterclaims, or offsets which it might have by reason thereof.

III. ADDITIONAL REPRESENTATIONS AND WARRANTIES OF LANDLORD AND TENANT

3.1 There are no leases or any other agreements regarding the use and occupancy of the Mortgaged Premises other than the Lease.

3.2 All rights, claims and interests of any person or entity in or with respect to the Mortgage Premises, including without limitation any rights, claims or interests of TCF Bank, are subordinate and junior in priority to the rights, claims and interest of Lender pursuant to the Mortgage Documents.

3.3 To the extent not otherwise provided in this Agreement, Tenant represents to Lender that the exercise by Lender of its rights and remedies under the Mortgage or other Mortgage Documents or under the Loan Documents, including without limitation, its rights of foreclosure, shall not constitute a default or an "Event of Default" under the Lease.

IV. MISCELLANEOUS

4.1 Whenever any of the parties hereto desire to give any notice to any of the others under this Agreement, it shall be sufficient for all purposes if such notice is hand delivered or sent by registered or certified U.S. mail, postage prepaid, return receipt requested, addressed to the intended recipient at the following addresses:

To Landlord: WG-I Gary Properties Limited Partnership
1744 N. Farwell Ave.
Milwaukee, WI 53202
(414) 225-9403
Attn: Steven Szydel

With a copy to: Davis & Kuelthau
111 E. Kilbourn, Suite 1400
Milwaukee, WI 53202
Facsimile: (414) 276-9369
Attn: Norman J. Matar, Esq./Cynthia Fletcher, Esq.

To Tenant: Willowglen Academy - Indiana, Inc.
1744 N. Farwell Ave.
Milwaukee, WI 53202
Facsimile: (414) 225-9403
Attn: Steven Szydel

With a copy to: Davis & Kuelthau
111 E. Kilbourn, Suite 1400
Milwaukee, WI 53202
Facsimile: (414) 276-9369
Attn: Norman J. Matar, Esq./Cynthia Fletcher, Esq.

To Lender: Bank One, NA
120 South LaSalle Street
Chicago, Illinois 60603
Attn: Susan Boyd Kruesi

With a copy to: Adelman Gettleman Merens Berish & Carter Ltd.
53 West Jackson Blvd., Suite 1050
Chicago, Illinois 60604
Attn: Howard L. Adelman, Esq./Mark A. Carter, Esq.

4.2 This Agreement shall inure to the benefit of and shall be binding upon Tenant, Landlord, Lender and their respective heirs, personal representatives, successors and assigns. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any of the provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision was not contained herein. This Agreement shall be governed by and construed according to the laws of the State of Illinois.

4.3 Nothing contained in this Agreement shall in any way limit the liens created by the Mortgage Documents, except as specifically set forth herein and nothing herein shall be construed to abridge or adversely affect any right or remedy of Landlord under the Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed in manner and form sufficient to bind them, as of the date and year first above written.

LANDLORD:

WG-I GARY PROPERTIES LIMITED PARTNERSHIP,
an Indiana limited partnership

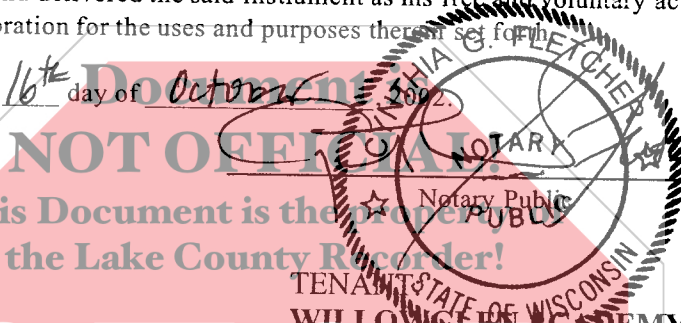
By: Willowglen Academy-Indiana, Inc.
Its general partner

By: Leonard F. Drubich
Title: CEO

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

I, Cynthia G. Fletcher
~~Leonard Drubich~~, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Leonard Drubich the CEO of Willowglen Academy - Indiana, Inc., the general partner of WG-I Gary Properties Limited Partnership, 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 he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Witness my hand and seal this 16th day of October, 2002.



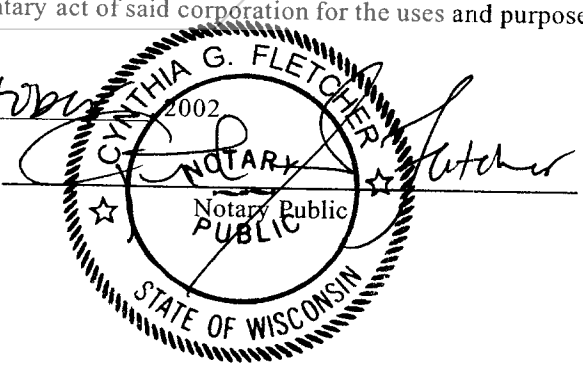
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This Document is the property of the Lake County Recorder!
TENANT STATE OF WISCONSIN
WILLOWGLEN ACADEMY - INDIANA, INC.
an Indiana corporation

By: Donald R. Fritz
Title: President

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

I, Cynthia G. Fletcher, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Donald R. Fritz, the President of Willowglen Academy - Indiana, Inc. 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 he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Witness my hand and seal this 16th day of October, 2002.



LENDER:
BANK ONE, NA
a national banking association

By: Susan B. Kuesi

Title: FIRST VICE PRESIDENT

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

I, Janice A. Walker, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Susan B. Kuesi, the FVP of BANK ONE, NA, a national banking associations, 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 he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Witness my hand and seal this 17 day of October, 2002.

Janice A. Walker
Notary Public

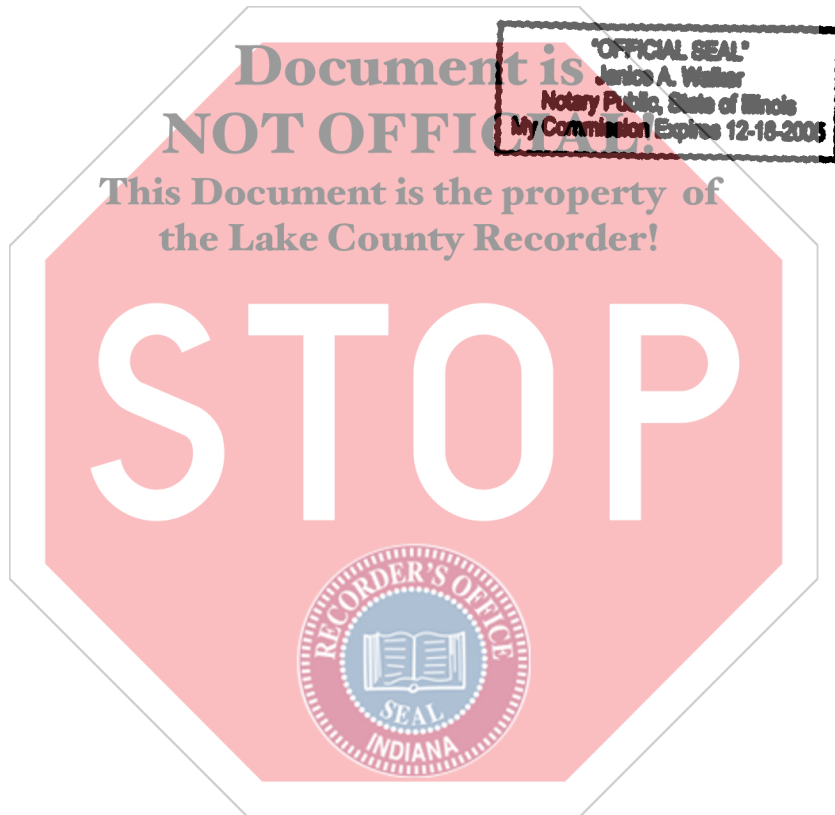


EXHIBIT A

Legal Description/Property:

Parcel 1: Lots 1, 3, and 4, Block 1, John Gunzenhauser's first subdivision in the City of Gary, as shown in plat book 14, page 23-1/2, in Lake County, Indiana,

Parcel 2: Lots 13 and 14, Block 3, John Gunzenhauser's second subdivision, in the City of Gary, as shown in plat book 17, page 4, in Lake County, Indiana,

Parcel 3: Lot 1, Lots 4 to 17, both inclusive, Block 4, John Gunzenhauser's second subdivision, in the City of Gary, as shown in plat book 17, page 4, in Lake County, Indiana,

Parcel 4: Lots 1 to 7, both inclusive, Block 5, John Gunzenhauser's second subdivision, in the City of Gary, as shown in plat book 17, page 4, in Lake County, Indiana;

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Lake County, Indiana

together with all buildings, improvements, and tenements now or hereafter erected on the property, and all easements, rights, right-of-ways, driveways, pavement, curb, and street front privileges, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock appurtenant to the property, and all fixtures, machinery, equipment, engines, boilers, incinerators, building materials, appliances and goods of every nature whatsoever now or hereafter located in, or on, or used, or intended to be used in connection with the property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light; and all elevators, and related machinery and equipment, fire prevention and sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, mirrors, cabinets, panelling, rugs, attached floor coverings, furniture, pictures, antennas, signs, trees and plants; all of which, including improvements, replacements and additions thereto, shall be deemed to be and remain a part of the real property covered by this Instrument, whether actually physically annexed to said property or not; and all of the foregoing, together with said property are herein referred to as the "Property".

