

RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:

2005 047879

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2005 JUN 10 AM 9:51

Hyde Park Bank and Trust Company
1525 East 53rd Street
Chicago, Illinois 60615

MICHAEL A. BROWN
RECORDER

cm 620053596

SUBORDINATION, NON-DISTURBANCE & ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE & ATTORNMENT AGREEMENT (the "**Agreement**") is made and entered into as of June 1, 2005, by and among CHI-CO, INC., a Colorado corporation ("**Tenant**"), 700 WEST LINCOLN HIGHWAY, LLC, an Indiana limited liability company ("**Landlord**"), and HYDE PARK BANK AND TRUST COMPANY ("**Lender**").

RECITALS:

A. Tenant is now the lessee under a certain Lease dated June 1, 2005 in favor of Landlord (the "**Lease**") covering certain Demised Premises therein described located on certain real property legally described in attached and incorporated Exhibit A (said parcel of real estate and the Demised Premises being sometimes collectively referred to herein as the "**Property**");

B. Landlord and has granted to Lender a mortgage (the "**Mortgage**") covering the Property in order to secure certain sums which have been loaned and/or are to be loaned by Lender, which Mortgage is filed for record with the Recorder of Lake County, Indiana; and

C. The parties desire to subordinate the Lease and the leasehold estate created thereby to the Mortgage, and desire to provide for the non-disturbance of Tenant's rights under the Lease, all upon the terms and conditions contained herein.

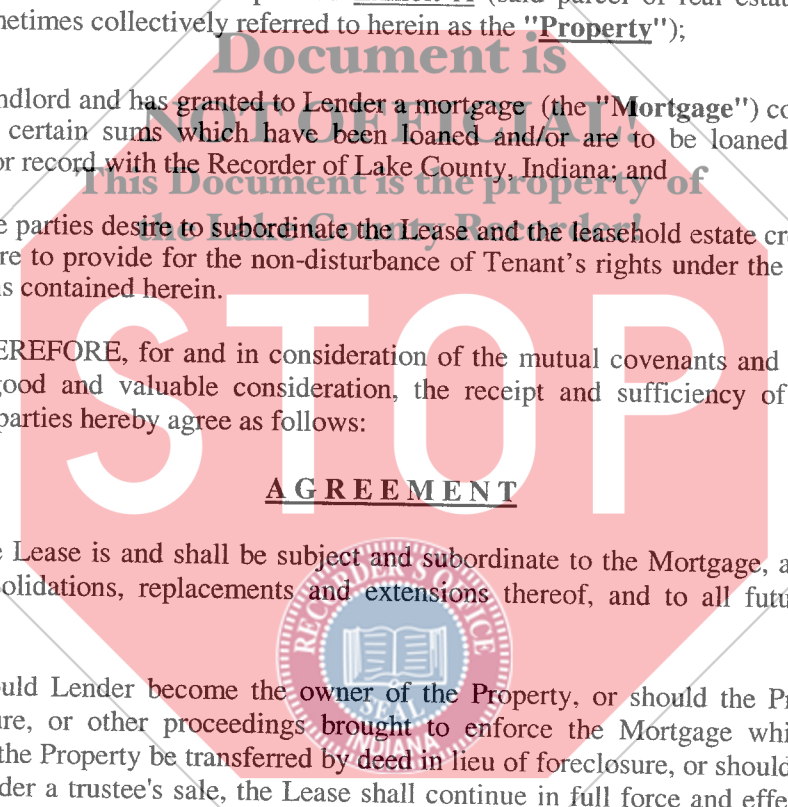
NOW, THEREFORE, for and in consideration of the mutual covenants and premises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. The Lease is and shall be subject and subordinate to the Mortgage, and to all renewals, modifications, consolidations, replacements and extensions thereof, and to all future advances made thereunder.

2. Should Lender become the owner of the Property, or should the Property be sold by reason of foreclosure, or other proceedings brought to enforce the Mortgage which encumbers the Property, or should the Property be transferred by deed in lieu of foreclosure, or should any portion of the Property be sold under a trustee's sale, the Lease shall continue in full force and effect as a direct lease between the then owner of the Property covered by the Mortgage and Tenant, upon, and subject to, all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining, including any extensions therein provided which may be properly exercised by Tenant. Tenant does hereby agree to attorn to Lender or to any such owner as its landlord, and Lender hereby agrees that it will accept such attornment.

Chicago Title Insurance Company



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3. Notwithstanding any other provision of this Agreement, Lender shall not be (a) liable for any default of any landlord under the Lease; (b) subject to any offsets or defenses which have accrued prior to the date of foreclosure, unless Tenant shall have delivered to Lender written notice of the default which gave rise to such offset or defense and permitted Lender the same right to cure such default as permitted Landlord under the Lease; (c) bound by any rent that Tenant may have paid under the Lease more than one month in advance; (d) bound by any amendment or modification of the Lease which reduces the term of the Lease or Tenant's monetary obligations thereunder hereafter made without Lender's prior written consent; or (e) responsible for the return of any security deposit delivered to Landlord under the Lease and not subsequently received by Lender.

4. If Lender sends written notice to Tenant to direct its rent payments under the Lease to Lender instead of Landlord, then Tenant agrees to follow the instructions set forth in such written instructions and deliver rent payments to Lender; however, Landlord and Lender agree that Tenant shall be credited under the Lease for any rent payments sent to Lender pursuant to such written notice. Landlord and Lender further agree that Lessee shall have the absolute right to rely upon any such written notice from Lender and Tenant shall have no liability whatsoever to Landlord as a result of Tenant's compliance with any such notice.

5. All notices which may or are required to be sent under this Agreement shall be in writing and shall be sent by overnight mail (by a reputable carrier) or first-class certified U.S. mail, postage prepaid, return receipt requested, and sent to the party at the address appearing below or such other address as any party shall hereafter inform the other party by written notice given as set forth above:

If to Lender:

Hyde Park Bank and Trust Company
1525 East 53rd Street
Chicago, Illinois 60615

If to Tenant:

Chi-Co, Inc.
100 Mariner's Blvd., Suite 8
Mandeville, LA 70448
Attention: Mr. Don Moore

With a copy to:

Alex J. Peragine, Esq.
Paragine & Lea, L.L.C.
527 East Boston Street, Suite 201
Covington, Louisiana 70433

If to Landlord:

700 West Lincoln Highway, LLC
9839 Southwest Highway
Oak Lawn, Illinois 60453
Attention: Edwin and Paulette Weinfield

With a copy to:

Mitchell D. Weinstein
Chuhak & Tecson, P.C.
30 South Wacker Drive, Suite 2600
Chicago, Illinois 60606

6. Said Mortgage shall not cover or encumber and shall not be construed as subjecting in any manner to the lien thereof any of Tenant's improvements or trade fixtures, furniture, equipment or other personal property at any time placed or installed in the Demised Premises. In the event the Property

or any part thereof shall be taken for public purposes by condemnation or transfer in lieu thereof or the same are damaged or destroyed, the rights of the parties to any condemnation award or insurance proceeds shall be determined and controlled by the applicable provisions of the Lease.

7. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors in interest, heirs and assigns and any subsequent owner of the Property secured by the Mortgage.

8. Should any action or proceeding be commenced to enforce any of the provisions of this Agreement or in connection with its meaning, the prevailing party in such action shall be awarded, in addition to any other relief it may obtain, its reasonable costs and expenses, not limited to taxable costs, and reasonable attorney's fees.

9. Tenant shall not be joined as a party/defendant in any action or proceeding which may be instituted or taken by reason or under any default by Landlord in the performance of the terms, covenants, conditions and agreements set forth in the Mortgage.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK-SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the parties hereto have caused this Subordination, Non-Disturbance and Attornment Agreement to be executed as of the date first written above.

LENDER:

HYDE PARK BANK AND TRUST COMPANY

By: Jay Fahn
Name: JAY FAHN
Title: Senior Vice President

[Acknowledgment of Lender]

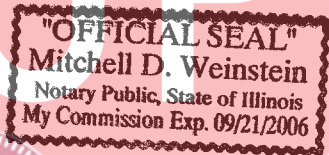
STATE OF ILLINOIS

COUNTY OF COOK

Document is NOT OFFICIAL!

On June 1, 2005 before me, the undersigned, personally appeared Jay Fahn, as Senior Vice President of Hyde Park Bank and Trust Company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Signature Mitchell D. Weinstein
My Commission Expires: 9/21/06

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[SIGNATURES AND NOTARIES CONTINUE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Subordination, Non-Disturbance and Attornment Agreement to be executed as of the date first written above.

TENANT:

CHI-CO, INC.,
A Colorado corporation

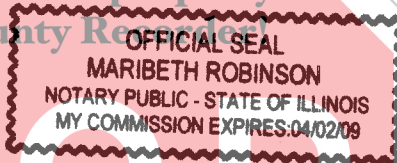
By: Donald Moore
Donald Moore, CEO

[Acknowledgment of Tenant]

STATE OF IL }
COUNTY OF Cook } SS.

On June, 2005 before me, the undersigned, personally appeared Donald Moore, as CEO of Chi-Co, Inc., a Colorado corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



(This area for official notarial seal)

Signature Maribeth Robinson
My Commission Expires: 4/2/09

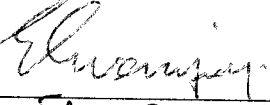
[SIGNATURES AND NOTARIES CONTINUE ON FOLLOWING PAGE]



IN WITNESS WHEREOF, the parties hereto have caused this Subordination, Non-Disturbance and Attornment Agreement to be executed as of the date first written above.

LANDLORD:

**700 WEST LINCOLN HIGHWAY, LLC,
an Indiana limited liability company**

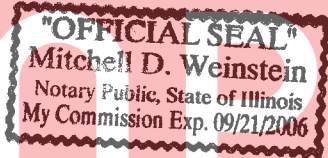
By: 
Name: Edwin E. Weinfield
Title: Manager

[Acknowledgment of Landlord]

STATE OF ILLINOIS }
 }
COUNTY OF COOK } SS.

On June 1, 2005 before me, the undersigned, personally appeared Edwin Weinfield, as the Manager of **700 WEST LINCOLN HIGHWAY, LLC, an Indiana limited liability company**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Signature 
My Commission Expires: 9/21/06

(This area for official notarial seal)



EXHIBIT "A"
To Subordination, Non-Disturbance and Attornment Agreement

Legal Description

Lot 6, The Crossroads, as per plat thereof, recorded in Plat Book 69, page 3, in the Office of the Recorder of Lake County, Indiana.

Address: 700 West Lincoln Highway, Schererville, Indiana

Property Index Number(s): 20-13-514-0006

