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CONSENT TO ASSIGNMENT, SUBORDINATION AGREEMENT and ATTORNMENT AGREEMENT

THIS CONSENT TO ASSIGNMENT, SUBORDINATION AGREEMENT and ATTORNMENT AGREEMENT ("Agreement") is made and entered into as of the 15 day of April, 2004, by DB between **MERCANTILE NATIONAL BANK OF INDIANA**, a national banking association ("Mercantile"), whose address is 5243 Hohman Avenue, Hammond, Indiana 46320; and **VALENTI CONSTRUCTION, INC.**, an Indiana corporation (the "Valenti"), whose address is 9111 Broadway, Suite H, Merrillville, Indiana 46410.

WHEREAS, Mercantile is a secured creditor of **DIAMOND VEIL DEVELOPMENT, INC.**, an Indiana corporation, and **MERCANTILE NATIONAL BANK OF INDIANA**, as Trustee u/a/d June 6, 2000, and known as **Trust 6687-LT, Successor in title to Stillwater Properties, LLC** (collectively, herein the "Borrower"), pursuant to a Secured Adjustable Rate Note, dated April 15, 2004 (the "Note"), which is secured by all of the Borrower's business assets, including personal property and fixtures owned by the Borrower, including the real estate situated in Lake County, Indiana, and more particularly described as follows:

See Attached Legal,

which is evidenced by a Mortgage, Assignment of Rents and Security Agreement, dated of even date with the Note and filed in the Office of the Recorder of Lake County, Indiana, on _____, 2004, as document number 2004-_____; and,

WHEREAS, **MERCANTILE NATIONAL BANK OF INDIANA**, as Trustee u/a/d June 6, 2000, and known as **Trust 6687-LT**, as Successor in title to **Stillwater Properties, LLC** has contracted with Valenti pursuant to that Agreement to Purchase, dated November 21, 2003 which is attached hereto as Exhibit "A" (the "Agreement to Purchase"), for the purchase of a part of the Real Estate, which Agreement to Purchase creates a right of Valenti to the Real Estate which is superior to that of Mercantile; and,

WHEREAS, Mercantile has also secured the Borrower's obligations under the Note by taking a collateral assignment of the Borrower's interest in and to the Agreement to Purchase; and,

WHEREAS, Mercantile has agreed to accept the Note conditioned on Mercantile's ability to reach an agreement with Valenti that subordinates Valenti's interest to that of Mercantile pursuant to Mercantile's security agreements; and,

WHEREAS, Mercantile and Valenti desire to enter into an agreement to set forth their relative rights as to the Real Estate;

NOW, THEREFORE, in order to induce Mercantile to make financial accommodations to the Borrower, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Mercantile hereby agrees with Valenti that, so long the Borrower's obligations under the Agreement to Purchase remain outstanding, as follows, to wit:

1. Valenti agrees and consents to the collateral assignment of the Borrower's rights under the Agreement to Purchase to Mercantile to secure the Borrower's obligations under the Note. Valenti further acknowledges receipt of a copy of the Security Agreement and Collateral Assignment of the Agreement to Purchase.
2. Valenti agrees that the Agreement to Purchase is and shall be subject and subordinate to the security interest(s) of Mercantile given to secure the Note, and all extensions, renewals, modifications, consolidations, and replacements thereof or substitutions therefor, to the full extent of the principal sum secured thereby and interest thereon and expenses incurred in the collection thereof.
3. Valenti acknowledges that it hereby intentionally waives, relinquishes, and subordinates the priority and superiority of the Agreement to Purchase in favor of the lien or charge upon the above described premises to the security interest(s) in favor of Mercantile, and that it understands that in reliance upon 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 such reliance upon this waiver, relinquishment, and subordination.
4. Valenti agrees that it will attorn to and recognize any purchaser at a foreclosure sale under Mercantile's mortgage, any transferee who acquired the above described premises by deed in lieu of foreclosure, and the successors and assigns of such purchasers, as the "Developer/Seller" under the Agreement to Purchase as to any part of the Real Estate not sold and closed, upon the same terms and conditions as set forth in the Agreement to Purchase.
5. Mercantile agrees that so long as no default exists by Valenti under the Agreement to Purchase, that Mercantile will consent to and allow the Borrower to fulfill its obligations as Seller under the Agreement to Purchase.
6. Mercantile agrees that so long as no default exists by Valenti under the Agreement to Purchase, that Mercantile will consent to and allow Valenti to fulfill its obligations as Purchaser under the Agreement to Purchase.
7. This Agreement shall be governed by the laws of the State of Indiana.
8. This Agreement may be executed in multiple counterparts, which when combined together shall constitute one agreement.

9. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their successors and assigns.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of Mercantile and Valenti as of the date first above written.

MERCANTILE NATIONAL BANK OF INDIANA,
A national banking association

By: *Richard J. Paskis*
William H. Stoll, Jr. Vice President
RICHARD J. PASKIS

VALENTI CONSTRUCTION, INC.,
an Indiana Corporation

By: *D. J. Velt*
Name:
Title:

ATTEST:

Name:
Title:

STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder!

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me, WILLIAM H. STOLL, personally known to me to be the same person whose name is subscribed to the foregoing Instrument and personally known to me to be a Senior Vice President, of Mercantile National Bank of Indiana, a national banking association, and acknowledged that he signed, sealed and delivered the said Instrument as his free and voluntary act, for the uses and purposes therein set forth, as an officer of said association, that the seal affixed to the foregoing Instrument is the corporate seal of said association and that said Instrument was signed, sealed and delivered in the name and behalf of said association by the authority of its stockholders and Board of Directors as the free and voluntary act of said association for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of April, 2004.

Signed: _____ (Notary Public)

My Commission Expires: _____
My County of Residence: _____

STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me, _____ and _____, personally known to me to be the same persons whose names are subscribed to the foregoing Instrument and personally known to me to be the _____ and _____ of VALENTI CONSTRUCTION, INC., an Indiana corporation, and acknowledged that they signed, sealed and delivered the said Instrument as their free and voluntary act, for the uses and purposes therein set forth, as officers of said corporation, that the seal affixed to the foregoing Instrument is the corporate seal of said corporation and that said Instrument was signed, sealed and delivered in the name and behalf of said corporation by the authority of its Board of Directors as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of April, 2004

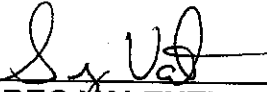
Signed: _____ (Notary Public)

My Commission Expires: _____
My County of Residence: _____

CERTIFICATION

I, Greg Valenti, an authorized representative of Valenti Construction, Inc., do hereby certify the foregoing to be a true and accurate copy of the original Consent to Assignment, Subordination Agreement, and Attornment Agreement entered into on April 15, 2004, by and between Mercantile National Bank of Indiana, and Valenti Construction, Inc.

IN WITNESS WHEREOF, I have executed this Certification this 14th day of February, 2006.



GREG VALENTI, authorized
representative of Valenti Construction, Inc.

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, this 14th day of February, 2006, personally appeared **GREG VALENTI** who acknowledged the execution of the foregoing instrument as his free and voluntary act.

Given under my hand and notarial seal this 14th day of February, 2006.

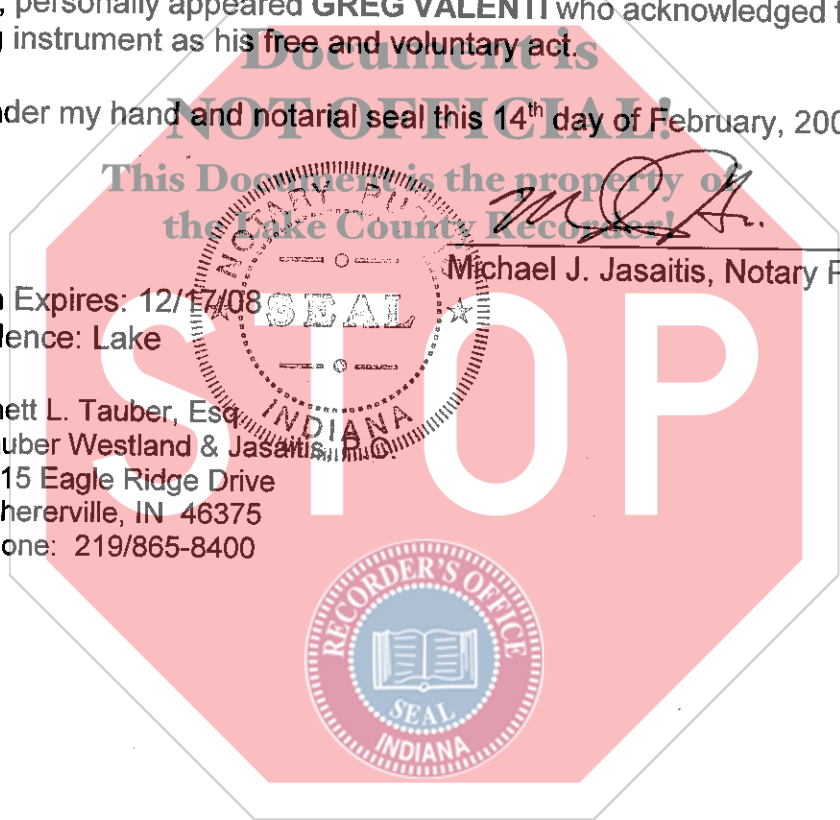
This Document is the property of the Lake County Recorder!



Michael J. Jasaitis, Notary Public

My Commission Expires: 12/17/08
County of Residence: Lake

Prepared by: Rhett L. Tauber, Esq.
Tauber Westland & Jasaitis, P.C.
1415 Eagle Ridge Drive
Schererville, IN 46375
Phone: 219/865-8400



Prescribed by the
State Board of Accounts
(2005)

County form 170

Declaration

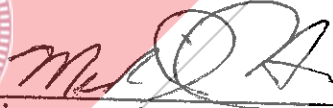
This form is to be signed by the preparer of a document and recorded with each document in accordance with IC 36-2-7.5-5(a).

I, the undersigned preparer of the attached document, in accordance with IC 36-2-7.5, do hereby affirm under the penalties of perjury:

1. I have reviewed the attached document for the purpose of identifying and, to the extent permitted by law, redacting all Social Security number in attached document.
2. I have redacted, to the extent permitted by law, each Social Security number in the attached document.

I, undersigned, affirm under the penalties of perjury, that the foregoing declarations are true.




Signature of Declarant

MICHAEL JASAITIS
Printed Name of Declarant