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MICHAEL A. BROWN  
RECORDER

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**Subordination of Real Estate Lease**

This agreement is dated as of May 31, 2006, by G.W. Berkheimer Co. Inc. (the "Tenant"), whose address is 6000 Southport Road, Portage, IN 46368 and delivered to JPMorgan Chase Bank, N.A., and its successors and assigns (the "Bank"), whose address is 8585 Broadway, Merrillville, IN 46410.

The Tenant and Berkheimer Properties LLC (the "Owner/Mortgagor") entered into a lease dated 6/1/06 (the "Lease"), covering the following described real property ("the Premises"):

Located in the City of Gary, County of Lake, State of Indiana:

Part of the North 1/2 of the Southwest 1/4 of Section 20, Township 36 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana, more particularly described as beginning at a point on the North-South center line of said Section where the same intersects the East-West center line of the South 1/2 of said Section; thence East along said East-West center line a distance of 175 feet; thence North along a line parallel to the East line of said Section a distance of 610 feet; thence West along a line parallel with the South line of said South 1/2 of the Southwest 1/4 a distance of 713.4 feet, to a point which is 3,181.6 feet West of the East line of said Section; thence South along a line parallel with the East line of said Section a distance of 610 feet to the East-West center line of the South 1/2 of said Section; thence East along said East-West center line a distance of 538.4 feet to the point of beginning.

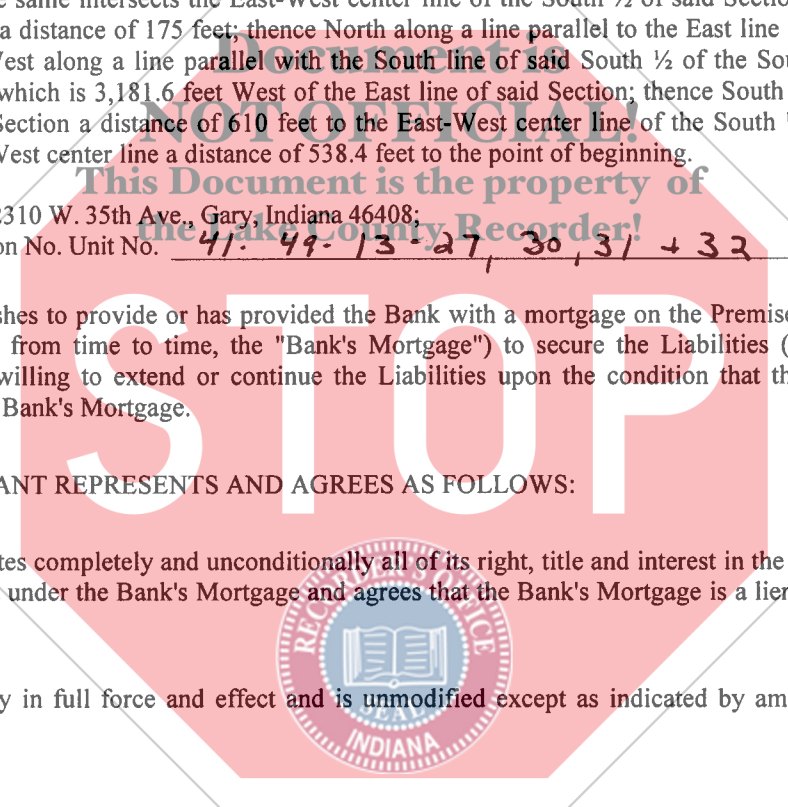
Commonly known as 2310 W. 35th Ave., Gary, Indiana 46408;

Tax Parcel Identification No. Unit No. 41-49-13-27, 30, 31 + 32

The Owner/Mortgagor wishes to provide or has provided the Bank with a mortgage on the Premises (as extended, renewed, modified, and/or replaced from time to time, the "Bank's Mortgage") to secure the Liabilities (as defined in the Bank's Mortgage). The Bank is willing to extend or continue the Liabilities upon the condition that the Tenant subordinate its interest in the Lease to the Bank's Mortgage.

THEREFORE, THE TENANT REPRESENTS AND AGREES AS FOLLOWS:

1. The Tenant subordinates completely and unconditionally all of its right, title and interest in the Lease to all of the Bank's right, title and interest under the Bank's Mortgage and agrees that the Bank's Mortgage is a lien prior and superior to the Lease;
2. The Lease is presently in full force and effect and is unmodified except as indicated by amendments attached to the Lease;



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TICOR TITLE INSURANCE  
Valparaiso, IN 46383

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3. The term of the Lease has commenced and the Tenant is in possession of the portion of the Premises described in the Lease;
4. No rent has been paid nor will it be paid more than thirty (30) days in advance of its due date;
5. The Tenant, as of the date of this agreement, has no charge, lien, or claim of offset under the Lease or otherwise against rents or other charges due under the Lease, and no default by the Tenant or the Owner/Mortgagor exists under the Lease;
6. Without the prior written consent of the Bank, the leasehold will not be terminated or surrendered, nor will the Lease be modified, except rentals may be increased without the Bank's consent;
7. The Tenant will give the Bank notice of any default under the Lease by the Owner/Mortgagor, and the Bank shall have a reasonable opportunity, which shall in no event be less than one hundred twenty (120) days from the Bank's receipt of notice, to correct the default, but shall not be obligated to do so;
8. No action or failure to act by the Owner/Mortgagor shall adversely affect the rights of the Bank under this agreement, nor shall any such action or failure discharge the Tenant's obligations under the Lease;
9. If the Premises are sold at foreclosure sale, the Tenant agrees to attorn to the purchaser at such sale as if the purchaser were the landlord under the Lease, if the purchaser so requests; and
10. Without notice to or the consent of the Tenant and without impairing or affecting this agreement, the Bank may take or refrain from taking any action regarding the Liabilities that it deems appropriate, including without limitation (a) amending, modifying, extending or renewing the Liabilities or changing any interest rate applicable thereto, (b) releasing, compromising, or settling any claim related to the Liabilities, (c) forbearing or agreeing to forbear from enforcing any right or remedy related to the Liabilities, including rights and remedies against any guarantor, surety or accommodation party of all or any part of the Liabilities, (d) determining when and in what order payments and credits shall be made to the Liabilities, or (e) substituting, releasing or exchanging all or any portion of any collateral for the Liabilities, including the Premises. The Tenant waives and agrees not to assert any rights or defenses with respect to any actions the Bank may take or refrain from taking with regard to the Liabilities or any property now or hereafter securing any of the Liabilities.

Any notices and demands under or related to this document shall be in writing and delivered to the intended party at its address stated herein, and if to the Bank, at its main office if no other address of the Bank is specified herein, by one of the following means: (a) by hand; (b) by a nationally recognized overnight courier service; or (c) by certified mail, postage prepaid, with return receipt requested. Notice shall be deemed given: (a) upon receipt if delivered by hand; (b) on the Delivery Day after the day of deposit with a nationally recognized courier service; or (c) on the third Delivery Day after the notice is deposited in the mail. "Delivery Day" means a day other than a Saturday, a Sunday or any other day on which national banking associations are authorized to be closed. Any party may change its address for purposes of the receipt of notices and demands by giving notice of such change in the manner provided in this provision.

This agreement binds and benefits the Tenant and the Bank and their respective successors and assigns.

**Governing Law and Venue.** This Subordination Agreement shall be governed by and construed in accordance with the laws of the State of Indiana (without giving effect to its laws of conflicts). The Tenant agrees that any legal action or proceeding with respect to any of its obligations under this Subordination Agreement may be brought by the Bank in any state or federal court located in the State of Indiana, as the Bank in its sole discretion may elect. By the execution and delivery of this Subordination Agreement, the Tenant submits to and accepts, for itself and in respect of its property, generally and unconditionally, the non-exclusive jurisdiction of those courts. The Tenant waives any claim that the State of Indiana is not a convenient forum or the proper venue for any such suit, action or proceeding.

**WAIVER OF SPECIAL DAMAGES.** THE TENANT WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT THE UNDERSIGNED MAY HAVE TO CLAIM OR RECOVER FROM THE BANK IN ANY LEGAL ACTION OR PROCEEDING ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES.

**JURY WAIVER.** THE TENANT AND THE BANK (BY ITS ACCEPTANCE HEREOF) HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) BETWEEN THE TENANT AND THE BANK ARISING OUT OF OR IN ANY WAY RELATED TO THIS DOCUMENT. THIS PROVISION IS A MATERIAL INDUCEMENT TO THE BANK TO PROVIDE THE FINANCING DESCRIBED HEREIN.

**Tenant:**

G.W. Berkheimer Co. Inc.

By:

*Dean P. Cobble*  
\_\_\_\_\_  
*Dean P. Cobble, Secretary*  
\_\_\_\_\_

Printed Name

Title

Ruth Bronson IN000002000050072



INDIVIDUAL ACKNOWLEDGMENT

State of \_\_\_\_\_ )  
 ) ss  
County of \_\_\_\_\_ )

Before me, a Notary Public in and for the above County and State, personally appeared \_\_\_\_\_, who acknowledged the execution of the foregoing instrument.

WITNESS my hand and Notarial seal the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signature: \_\_\_\_\_  
Printed: \_\_\_\_\_

Notary Public

My Commission Expires: \_\_\_\_\_  
My County of Residence: \_\_\_\_\_

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ENTITY ACKNOWLEDGMENT

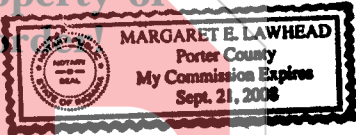
State of \_\_\_\_\_ )  
 ) ss  
County of \_\_\_\_\_ )

Before me, a Notary Public in and for the above County and State, personally appeared \_\_\_\_\_  
the \_\_\_\_\_ of \_\_\_\_\_, who as such \_\_\_\_\_  
acknowledged the execution of the foregoing instrument for and on behalf of said \_\_\_\_\_.

WITNESS my hand and Notarial seal the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signature: \_\_\_\_\_  
Printed: \_\_\_\_\_

Notary Public

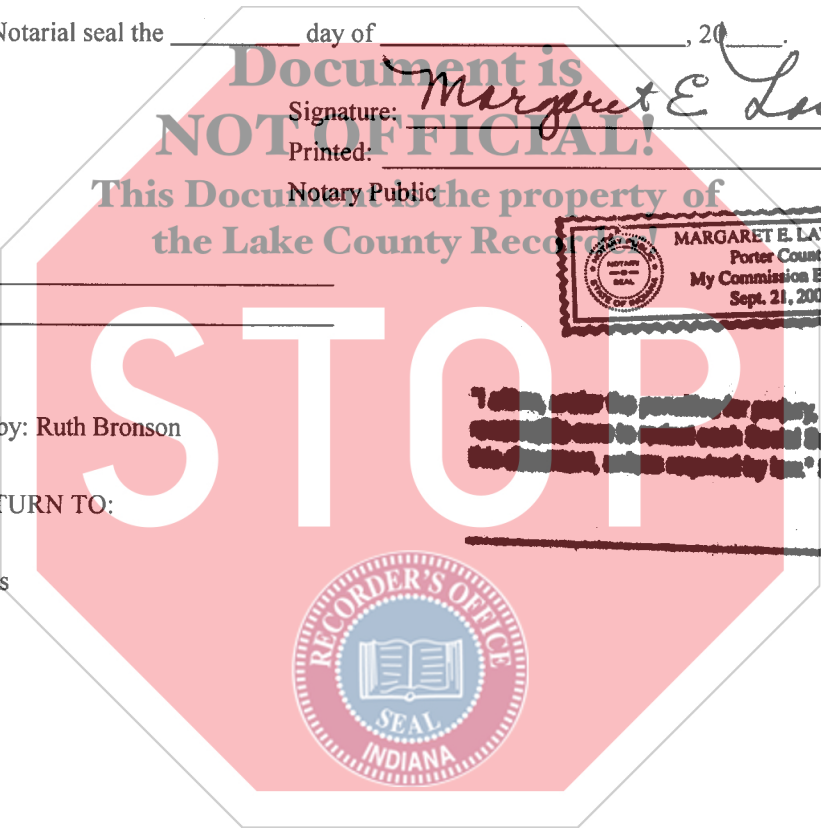


My Commission Expires: \_\_\_\_\_  
My County of Residence: \_\_\_\_\_

This instrument prepared by: Ruth Bronson

WHEN RECORDED RETURN TO:

Commercial Loan Services  
IL1-1146(B2)  
120 S. LaSalle St.  
Chicago, IL 60603  
AFS #6450783506



*"I affirm, under the penalties for perjury, that I have taken reasonable steps to report each Social Security number to this database, unless exempt by law." Sandra Poyard*