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MICHAEL A. BROWN
RECORDER

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

This Subordination, Non-Disturbance and Attornment Agreement (the "*Agreement*") is made and entered into as of the 20th day of July, 2006, by and among Gas City, Ltd., an Illinois corporation ("*Tenant*"), WILLIAM J. MCENERY REVOCABLE TRUST ("*Landlord*"), and LaSalle Bank National Association, a national banking association ("*Lender*").

Chicago Title Insurance Company

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**ARTICLE I
RECITALS**

1.1 Tenant is the tenant under a certain Lease dated December 1, 2003 between Landlord and Tenant, pertaining to and covering a portion of that certain real estate which is legally described on Exhibit "A" attached hereto and the buildings and improvements located thereon (the "*Property*").

1.2 Lender is presently contemplating the making of certain loans (the "*Loans*") to Landlord secured by the Property. Accordingly, this Agreement is entered into by the parties hereto with the intention of having Lender rely thereon in disbursing the Loan.

**ARTICLE II
WARRANTIES, COVENANTS AND AGREEMENTS**

2.1 Said lease, all extensions, modifications, replacements and renewals thereof (the "*Lease*"), and all of Tenant's rights and interests thereunder, shall be, are hereby made and shall remain completely subject and subordinate to that certain Mortgage, Assignment of Leases and Rents, Security Agreement, Fixture filing and Financing Statement dated as of dated as of dated as of April 21, 1998, recorded on April 30, 1998 with the Recorder of Deeds of Lake County, Indiana as Document No. 98031016, as amended, and all extensions, modifications (including an Amendment dated contemporaneously herewith), replacements and renewals thereof (the "*Mortgage*"), (the Mortgage, and any other documents securing the loan being together referred

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to herein as the "**Loan Instruments**"), to the same extent as if the Loan Instruments had been executed, delivered and recorded prior to execution of the Lease.

2.2 Tenant agrees that it will not after the date hereof subordinate the Lease to any mortgage, deed of trust or other lien encumbering the Property, other than the Loan Instruments, without first obtaining the written consent of Lender.

2.3 Lender shall have the right at any time to elect, by a notice in writing given to Tenant, to make the Lease superior to the Loan Instruments, and, upon the giving of such notice to Tenant, the Lease shall be deemed to be prior and superior to such Loan Instruments and the interest thereby created and evidenced.

2.4 The Lease shall not, after the date hereof, be terminated, surrendered, renewed (except as specifically permitted by the Lease), or modified without first obtaining the prior written consent of Lender, and rent shall not be paid more than one month in advance.

2.5 Tenant hereby acknowledges that the interest of the Landlord under the Lease shall be assigned to Lender solely as security for the Loan and Lender (i) shall not be liable for any claims for damages or setoffs arising out of Landlord's interest in the Property, for the return of any security deposit unless it has specifically been received by Landlord, for any act committed by the Landlord or any breach or failure to perform by the Landlord, and (ii) shall not be obligated by reason of the Assignment or the exercise of any rights granted therein to perform any obligation of the Landlord.

2.6 In the event of any default by Landlord under the Lease, Tenant shall promptly give notice of such default of Lender and, in such event and prior to the exercise by Tenant of any of its rights or remedies under the Lease or otherwise with respect to such default, Lender shall have the right, but not the obligation, to cure such default within thirty (30) days following the receipt of such notice (except that if Lender cannot cure such default within such period of time, such period shall be extended for a reasonable additional period of time, provided that Lender commences to take action in order to cure such default within such period and proceeds diligently thereafter to effect such cure), and, if Lender does cure such default, then the Lease shall remain in full force and effect.

2.7 Notwithstanding the subordination of the Lease as aforesaid, in the event that Lender or any other party succeeds to the rights of Landlord under the Lease ("**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 Tenant agrees that (i) it shall attorn to, and 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; (ii) thereafter, it shall make payments of rent (minimum, basic, percentage, additional or otherwise) to Successor Landlord, and otherwise perform all of Tenant's obligations set forth in the Lease; (iii) Successor Landlord shall be responsible only for the performance of those of lessor's obligations to be performed during the period of its ownership; and (iv) Tenant shall look solely to the interest of Successor Landlord in the Property for recovery of any judgment, it being specifically agreed that neither Successor Landlord, nor Lender, nor anyone claiming under Landlord or Lender, shall ever be personally

liable for any such judgment. So long as Tenant shall pay, when due, such rent and impositions and otherwise perform such other tenant obligations as set forth in the Lease, Tenant shall not be joined as an adverse party defendant in any action or proceeding which may be instituted or commenced by lender to foreclose or enforce the Mortgage, Tenant shall be evicted from the Property, nor shall any of Tenant's rights to use and possession under the Lease be affected in any way by reason of the subordination or any modification of or default under the Mortgage, and Tenant's leasehold estate under the Lease shall not be terminated or disturbed during the term of the lease by reason of any default under the Mortgage.

2.8 Tenant agrees that on the written request of Lender made from time to time, Tenant will promptly execute and deliver to Lender an estoppel certificate addressing such matters pertaining to the Lease as Lender may request.

2.9 Whenever any of the parties hereto desires 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:

Lender: LaSalle Bank National Association
135 South LaSalle Street
Chicago, Illinois 60603
Attention: Michael D. Smith

Tenant: Gas City, Ltd.
160 South LaGrange Road
Frankfort, Illinois
Attention: Dan Marshall

Landlord: William J. McEnery Revocable Trust
160 South LaGrange
Frankfort, Illinois 60423

2.10 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 be for any reason by held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect 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.

2.11 Nothing contained in this Agreement shall in any way impair or affect the lien created by the Mortgage, except as specifically set forth herein.

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 day and year first above written.

TENANT:

GAS CITY, LTD.,
an Illinois corporation

By: [Signature]
Its: [Signature]

LANDLORD:

WILLIAM J. MCENERY REVOCABLE TRUST

By: [Signature]
Its: [Signature]

LENDER:

LASALLE BANK NATIONAL ASSOCIATION,
A national banking association

By: [Signature]
Its: [Signature]




ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF WILL)

I, Cathleen Rankovich, a Notary Public in and for said County and State, DO HEREBY CERTIFY THAT William J. McEnery of Gas City, Ltd., an Illinois corporation, personally known to me to be the same person whose name if subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that s/he signed and delivered said instrument as his/her own free and voluntary act and 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 25 day of July, 2006.

 Cathleen Rankovich
Notary Public
My Commission Expires: 7/13/2007



ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

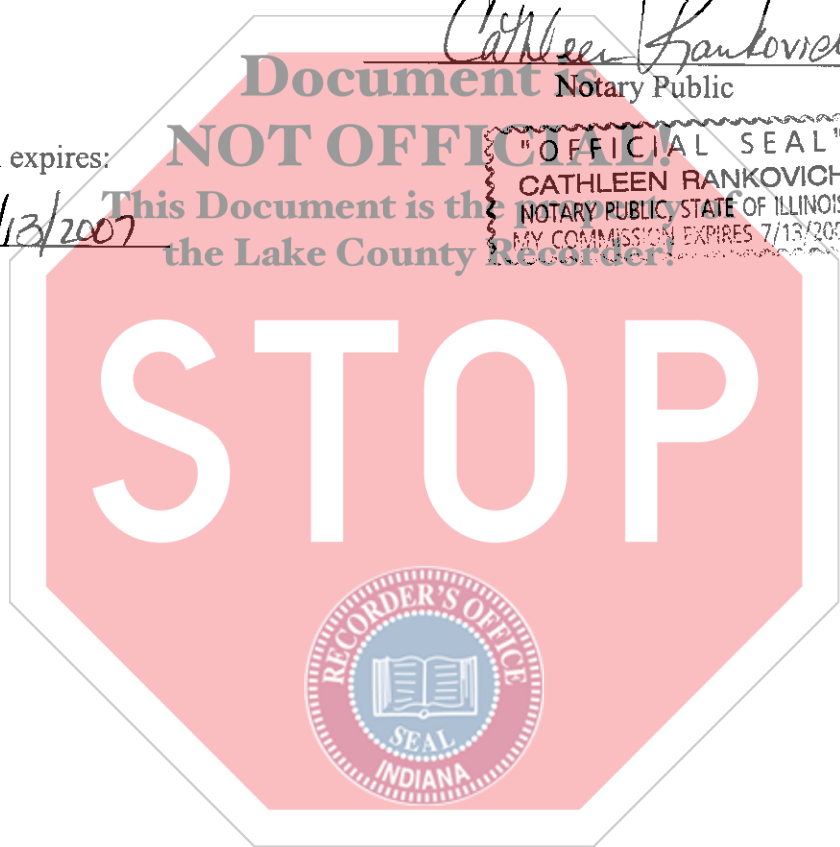
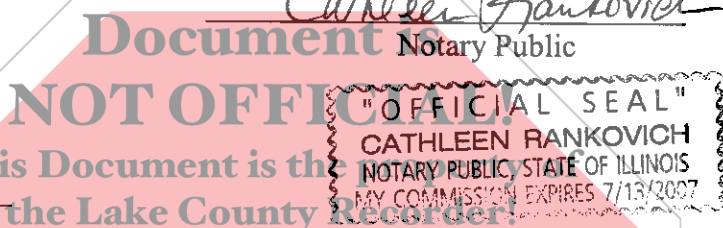
I, Cathleen Rankovich a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT William J. McEnery, personally known to me to be the sole Trustee of The William J. McEnery Revocable Trust, an Illinois trust, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such he signed and delivered the said instrument pursuant to proper authority, as the free and voluntary act and deed of said trust, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 25 day of July, 2006.

Cathleen Rankovich
Notary Public

My Commission expires:

7/13/2007



ACKNOWLEDGMENT

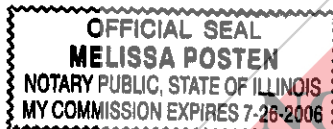
STATE OF ILLINOIS)
) SS
COUNTY OF WILL)

I, Melissa Posten a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT MICHAEL D. SMITH, personally known to me to be the [Vice President / President] of LaSalle Bank National Association, and 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 as such he signed and delivered the said instrument pursuant to proper authority, as the free and voluntary act and deed of said national banking association, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 26 day of July, 2006.

Melissa Posten

Notary Public



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My Commission Expires:

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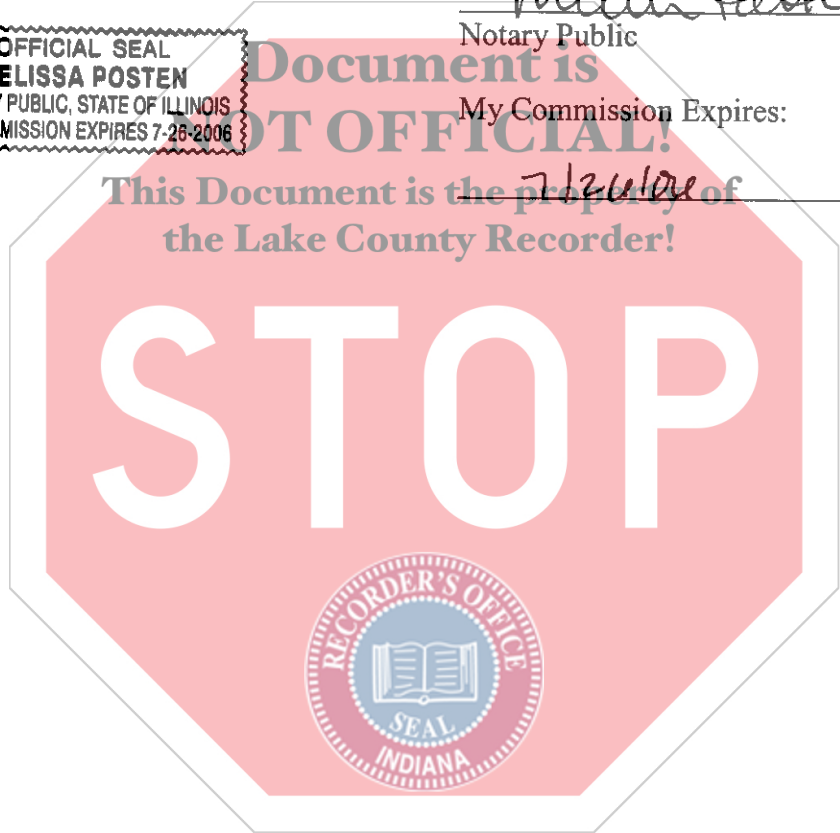


EXHIBIT A

Legal Description

PARCEL 1: PART OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 36 NORTH, RANGE 8 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN THE CITY OF GARY, LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF GRANT STREET (54 FEET EAST OF THE WEST LINE OF SAID NORTHWEST QUARTER) WHICH IS 1899.03 FEET NORTH OF THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE EAST AT RIGHT ANGLES TO THE EAST LINE OF GRANT STREET 120 FEET, THENCE NORTH PARALLEL TO THE EAST LINE OF GRANT STREET 182.95, MORE OR LESS, TO A LINE DRAWN PERPENDICULAR TO THE WEST LINE OF SAID NORTHWEST QUARTER THROUGH A POINT IDENTIFIED AS STATION 2 PLUS 35 ON CENTER LINE "C" AS SET OUT IN THE DESCRIPTION OF PARCEL 334 OF PROJECT NO. 265, SECTION 22, IN A RIGHT-OF-WAY GRANT TO THE STATE HIGHWAY DEPARTMENT OF INDIANA, RECORDED IN RIGHT OF WAY GRANT RECORD 1127, PAGE 273, IN THE OFFICE OF THE LAKE COUNTY RECORDER; THENCE WEST ALONG SAID PERPENDICULAR LINE 120 FEET TO THE EAST LINE OF GRANT STREET; THENCE SOUTH ALONG THE EAST LINE OF GRANT STREET 182.95 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL 2: PART OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 36 NORTH, RANGE 8 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN THE CITY OF GARY, LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF GRANT STREET WHICH IS 1,799.03 FEET NORTH OF THE SOUTH LINE OF SAID NORTHWEST QUARTER OF SECTION 21, SAID POINT OF BEGINNING BEING 200 FEET NORTH OF THE NORTH LINE OF THE ENTRANCE PARCEL OF THE UNITED STATES ARMY SITE AS SAID ENTRANCE PARCEL IS DESCRIBED IN AN EASEMENT RECORDED IN MISCELLANEOUS RECORD 626, PAGE 238, THENCE EAST AT RIGHT ANGLES TO THE EAST LINE OF GRANT STREET AND 200 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF SAID ENTRANCE PARCEL 120 FEET; THENCE NORTH AND PARALLEL WITH THE EAST LINE OF GRANT STREET 100 FEET; THENCE WEST AT RIGHT ANGLES 120 FEET TO THE EAST LINE OF GRANT STREET; THENCE SOUTH ALONG THE EAST LINE OF GRANT STREET 100 FEET TO THE PLACE OF BEGINNING.

PARCEL 3: A PART OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 36 NORTH, RANGE 8 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN THE CITY OF GARY, LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EAST RIGHT-OF-WAY LINE OF GRANT STREET (54 FEET EAST OF THE WEST LINE OF SAID NORTHWEST QUARTER) WHICH IS 1,799.03 FEET NORTH OF THE SOUTH LINE OF SAID NORTHWEST QUARTER, THENCE EAST AT RIGHT ANGLES TO THE EAST RIGHT-OF-WAY LINE OF GRANT STREET 120.0 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING EAST ALONG SAID LAST MENTIONED COURSE 120.0 FEET; THENCE NORTH PARALLEL

WITH THE EAST RIGHT-OF-WAY LINE OF GRANT STREET 283.95 FEET MORE OR LESS TO A LINE DRAWN PERPENDICULAR TO THE WEST LINE OF SAID NORTHWEST QUARTER, THROUGH A POINT IDENTIFIED AS STATION 2 PLUS 35 ON CENTER LINE "C" AS SET OUT IN THE DESCRIPTION OF PARCEL 334 OF PROJECT NO. 265, SECTION 22, IN A RIGHT-OF-WAY GRANT TO THE STATE HIGHWAY DEPARTMENT OF INDIANA, RECORDED IN RIGHT-OF-WAY GRANT RECORD 1127, PAGE 273, IN THE OFFICE OF THE LAKE COUNTY RECORDER; THENCE WEST ALONG SAID PERPENDICULAR LINE 120.0 FEET; THENCE SOUTH PARALLEL WITH THE EAST RIGHT-OF-WAY LINE OF GRANT STREET 282.95 FEET MORE OR LESS TO THE POINT OF BEGINNING, EXCEPT FROM THE ABOVE DESCRIBED PARCELS THAT PART DESCRIBED AS FOLLOWS: PART OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 36 NORTH, RANGE 8 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN THE CITY OF GARY, LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EAST LINE OF GRANT STREET WHICH IS 1,799.03 FEET NORTH OF THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 21, SAID POINT OF COMMENCEMENT BEING 200 FEET NORTH OF THE NORTH LINE OF THE ENTRANCE PARCEL OF THE UNITED STATES ARMY SITE AS SAID ENTRANCE IS DESCRIBED IN AN EASEMENT RECORDED IN MISCELLANEOUS RECORD 626, PAGE 238; THENCE EAST AT RIGHT ANGLES TO THE EAST LINE OF GRANT STREET AND 200 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF SAID ENTRANCE PARCEL, 120 FEET TO THE POINT OF BEGINNING; THENCE NORTH PARALLEL WITH THE EAST RIGHT-OF-WAY LINE OF GRANT STREET 282.95 FEET, MORE OR LESS, TO A LINE DRAWN PERPENDICULAR TO THE WEST LINE OF SAID NORTHWEST QUARTER OF SECTION 21; THENCE EAST ON SAID PERPENDICULAR LINE, 30 FEET; THENCE SOUTH 68.97 FEET; THENCE WEST 24 FEET; THENCE SOUTH 213.98 FEET TO A POINT 6 FEET EAST OF THE POINT OF BEGINNING; THENCE WEST 6 FEET TO THE POINT OF BEGINNING.

PARCEL 4: PART OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 36 NORTH, RANGE 8 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN THE CITY OF GARY, LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EAST LINE OF GRANT STREET WHICH IS 1,799.03 FEET NORTH OF THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 21, SAID POINT OF COMMENCEMENT BEING 200 FEET NORTH OF THE NORTH LINE OF THE ENTRANCE PARCEL OF THE UNITED STATES ARMY SITE AS SAID ENTRANCE IS DESCRIBED IN AN EASEMENT RECORDED IN MISCELLANEOUS RECORD 626, PAGE 238; THENCE EAST AT RIGHT ANGLES TO THE EAST LINE OF GRANT STREET AND 200 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF SAID ENTRANCE PARCEL 120 FEET TO THE POINT OF BEGINNING; THENCE NORTH PARALLEL WITH THE EAST RIGHT-OF-WAY LINE OF GRANT STREET 282.95 FEET, MORE OR LESS, TO A LINE DRAWN PERPENDICULAR TO THE WEST LINE OF SAID NORTHWEST QUARTER OF SECTION 21; THENCE EAST ON SAID PERPENDICULAR LINE, 30 FEET; THENCE SOUTH 68.97 FEET; THENCE WEST 24 FEET; THENCE SOUTH 213.98 FEET TO A POINT OF BEGINNING.

PARCEL 5: A PART OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 36 NORTH, RANGE 8 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN THE CITY OF GARY, LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EAST RIGHT-OF-WAY LINE OF GRANT STREET SAID POINT BEING 54 FEET EAST OF THE WEST LINE OF SAID NORTHWEST QUARTER OF SECTION 21, AND 1,799.03 FEET NORTH OF THE SOUTH LINE OF SAID NORTHWEST QUARTER OF SECTION 21; THENCE EAST AT RIGHT ANGLES TO THE EAST RIGHT-OF-WAY LINE OF GRANT STREET 120.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING EAST 120.00 FEET; THENCE NORTH AND PARALLEL WITH THE EAST RIGHT-OF-WAY LINE OF GRANT STREET, 205.18 FEET, MORE OR LESS, TO A POINT WHICH IS 78.77 FEET SOUTH OF A LINE DRAWN AT RIGHT ANGLES TO THE WEST LINE OF SAID NORTHWEST QUARTER OF SECTION 21 THROUGH A POINT IDENTIFIED AS STATION 2 PLUS 35 ON CENTER LINE "C" AS SET OUT IN THE DESCRIPTION OF PARCEL 334 OF PROJECT NO. 265, SECTION 22 IN A RIGHT-OF-WAY GRANT TO THE INDIANA DEPARTMENT OF HIGHWAYS, RECORDED IN RIGHT-OF-WAY GRANT RECORD 1127, PAGE 273, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY; THENCE EAST PERPENDICULAR TO THE EAST RIGHT-OF-WAY LINE OF GRANT STREET 271.00 FEET; THENCE SOUTH PARALLEL WITH THE EAST RIGHT-OF-WAY LINE OF GRANT STREET 305.18 FEET; THENCE CONTINUING WEST PERPENDICULAR TO THE EAST RIGHT-OF-WAY LINE OF GRANT STREET 391.00 FEET; THENCE NORTH PERPENDICULAR TO SAID LAST MENTIONED COURSE 100.00 FEET TO THE POINT OF BEGINNING.

Common Address: 3001 Grant Street
Gary, Indiana

Key No's: 40-73-21,24,39 and 40

