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This Document Prepared by
and after Recording Return to:

Bailey Borlack Nadelhoffer LLC
135 S. La Salle street, Suite 3950
Chicago, IL 60603

2007 045005

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2007 JUN -4 AM 9:34

MICHAEL A. BROWN
RECORDER

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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT is made and entered into as of the 3RD day of MAY, 2007, by and between **HARRIS N.A.**, a national association, ("Tenant"), **HAMMOND INVESTMENT HOLDINGS, LLC** ("Landlord"), and SHORE BANK, a _____, its successors and assigns ("Mortgagee").

RECITALS: is

A. Mortgagee is the holder of a certain Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing, dated _____, and recorded as Document(s) _____ (as amended from time to time "Mortgage") encumbering the Leased Premises (hereinafter defined) and securing a principal indebtedness in an amount equal to _____ Dollars (\$1,200,000.00).

B. Pursuant to a certain Agreement to Lease, effective as of February 28, 2007 (the "Agreement to Lease"), between Tenant and Landlord, Tenant has or will be entering into entered into certain Lease (such lease agreement hereinafter being referred to as "Lease Agreement," and the Lease Agreement, together with all amendments and modifications thereof, hereinafter being referred to as "Lease"), of even date herewith, with Landlord, pursuant to which Tenant will lease from Landlord certain real estate, in the Shopping Center being built and located at the Northwest Corner of Sibley Street and Morton Court, Hammond, Indiana, and legally described on Exhibit A Attached hereto (the "Lease Premises"), on which Tenant intends to construct a bank facility with a Drive-Through/ATM Pad Site (the "Bank Facility").

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

CHICAGO TITLE INSURANCE COMPANY

Handwritten signature/initials: 2/29/07

CU 620071759

1. Tenant represents and warrants to Mortgagee that the Lease and Agreement to Lease constitute the entire agreements between Tenant and Landlord with respect to the Leased Premises and there are no other agreements, written or verbal, governing the tenancy of Tenant with respect to the Leased Premises.

2. Prior to pursuing any remedy available to Tenant under the Lease, at law or in equity as a result of any failure of Landlord to perform or observe any covenant, condition, provision or obligation to be performed or observed by Landlord under the Lease (any such failure hereinafter referred to as a "Landlord's Default"), Tenant shall: (a) provide Mortgagee with a notice of Landlord's Default specifying the nature thereof, and (b) except in cases of emergency, allow Mortgagee not less than thirty (30) days following receipt of such notice of Landlord's Default to cure the same; provided, however, that, if such Landlord's Default is not readily curable within such thirty (30) day period, Tenant shall give Mortgagee such additional time as Mortgagee may reasonably need to obtain possession and control of the Leased Premises and/or as is reasonably necessary for Mortgagee to effect such cure so long as Mortgagee is diligently pursuing a cure and continuously proceeds to cure such default.

3. Tenant covenants with Mortgagee that the Lease shall be subject and subordinate to the Mortgage, including, without limitation, all provisions related to Mortgagee's right, title and interest in and to any insurance proceeds and condemnation awards payable to Landlord, but not to such insurance proceeds or to any separate condemnation award which are payable to Tenant pursuant to the terms of the Lease, and to all modifications and extensions thereof, to the full extent of all principal, interest and all other amounts now or hereafter secured thereby and with the same force and effect as if the Mortgage had been executed and delivered prior to the execution and delivery of the Lease.

4. Tenant acknowledges that Landlord has collaterally assigned to Mortgagee the Lease, and the rents and other amounts due and payable under the Lease. In connection therewith, Tenant agrees that, upon receipt of a notice of a default by Landlord under such assignment and a demand by Mortgagee for direct payment to Mortgagee of the rents due under the Lease, Tenant will comply with such demand without any requirement for further investigation and make all subsequent rent payments directly to Mortgagee.

5. Mortgagee agrees that so long as Tenant is not in default under the Lease beyond any applicable notice and cure periods:

(a) Tenant shall not be named or joined as a party in any suit, action or proceeding for the foreclosure of the Mortgage or the enforcement of any rights under the Mortgage (except to the extent that Tenant is a necessary party under applicable law); and

(b) The possession by Tenant of the Leased Premises and Tenant's rights thereto shall not be disturbed, affected or impaired by, nor will the Lease or the term thereof be terminated or otherwise materially adversely affected by (i) any suit, action or proceeding for the foreclosure of the Mortgage or the enforcement of any rights under the Mortgage, or by any judicial sale or execution or other sale of the Leased Premises, or any deed given in lieu of foreclosure, or (ii) any default under the Mortgage;

6. If Mortgagee or any future holder of the Mortgage shall become the owner of the Leased Premises by reason of foreclosure of the Mortgage or otherwise, or if the Leased Premises shall be sold as a result of any action or proceeding to foreclose the Mortgage or transfer of ownership by deed given in lieu of foreclosure, the Lease shall continue in full force and effect, without necessity for executing any new lease, as a direct lease between Tenant and the new owner of the Leased Premises as "landlord" upon all the same terms, covenants and provisions contained in the Lease (subject to the exclusions set forth in subparagraph (b) below), and in such event:

(a) Tenant shall be bound to such new owner under all of the terms, covenants and provisions of the Lease for the remainder of the term thereof (including the extension periods, if Tenant elects or has elected to exercise its options to extend the term), and Tenant hereby agrees to attorn to such new owner and to recognize such new owner as "landlord" under the Lease without any additional documentation to effect such attornment (provided, however, if applicable law shall require additional documentation at the time Mortgagee exercises its remedies then Tenant shall execute such additional documents evidencing such attornment as may be required by applicable law);

(b) Such new owner shall be bound to Tenant under all of the terms, covenants and provisions of the Lease for the remainder of the term thereof (including the extension periods, if Tenant elects or has elected to exercise its options to extend the term); provided, however, that such new owner shall not be:

(i) liable for any act or omission of any prior landlord (including Landlord), except that Tenant shall retain all rights and remedies available to Tenant at law or pursuant to the Lease;

(ii) subject to any offsets or defenses which Tenant has against any prior landlord (including Landlord) unless Tenant shall have provided Mortgagee with (A) notice of the Landlord's Default that gave rise to such offset or defense and (B) the opportunity to cure the same, all in accordance with the terms of Section 2 above;

(iii) bound by any base rent, or any other amounts payable under the Lease which Tenant might have paid in advance for more than the current month to any prior landlord (including Landlord);

(iv) liable to refund or otherwise account to Tenant for any security deposit not actually paid over to such new owner by Landlord;

(v) bound by any amendment or modification of the Lease hereafter made without Mortgagee's consent which reduces the term or reduces rents;

(vi) personally liable or obligated to perform any such term, covenant or provision, such new owner's liability being limited in all cases to its interest in the Leased Premises.

7. Any notices under this Agreement shall be in writing and shall be (i) delivered in person, (ii) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or (iii) by overnight express carrier, addressed in each case as follows:

To Mortgagee:

SHORE BANK
3401 S. KING DR
CHICAGO, IL 60616
Attn: DAN BROUGHTON
Title: VICE PRESIDENT

With a copy to:

Attn: _____
Title: _____

To Tenant:

Harris N.A.
Corporate Real Estate Department
111 W. Monroc Street, Suite 7-Center
Chicago, IL 60603
Attention: Lease Administration

or to any other address as to any of the parties hereto, as such party shall designate in a written notice to the other party hereto. All notices sent pursuant to the terms of this Paragraph shall be deemed received (i) if personally delivered, then on the date of delivery, (ii) if sent by overnight, express carrier, then on the next federal banking day immediately following the day sent, or (iii) if sent by registered or certified mail, then on the earlier of the third federal banking day following the day sent or when actually received.

8. So long as Tenant is not in default under the Lease beyond any applicable cure periods, 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.

9. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns and any nominees of Mortgagee, all of whom are entitled to rely upon the provisions hereof. This Agreement shall be governed by the laws of the State of Illinois.

10. This Agreement may be executed in multiple counterparts and all of such counterparts together shall constitute one and the same Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Subordination, Non-Disturbance and Attornment Agreement as of the day and year first above written.

Tenant:

HARRIS N.A.
a national association

By: _____
Name: **Hettie B. Ensign**
Title: **Vice President**

Landlord:

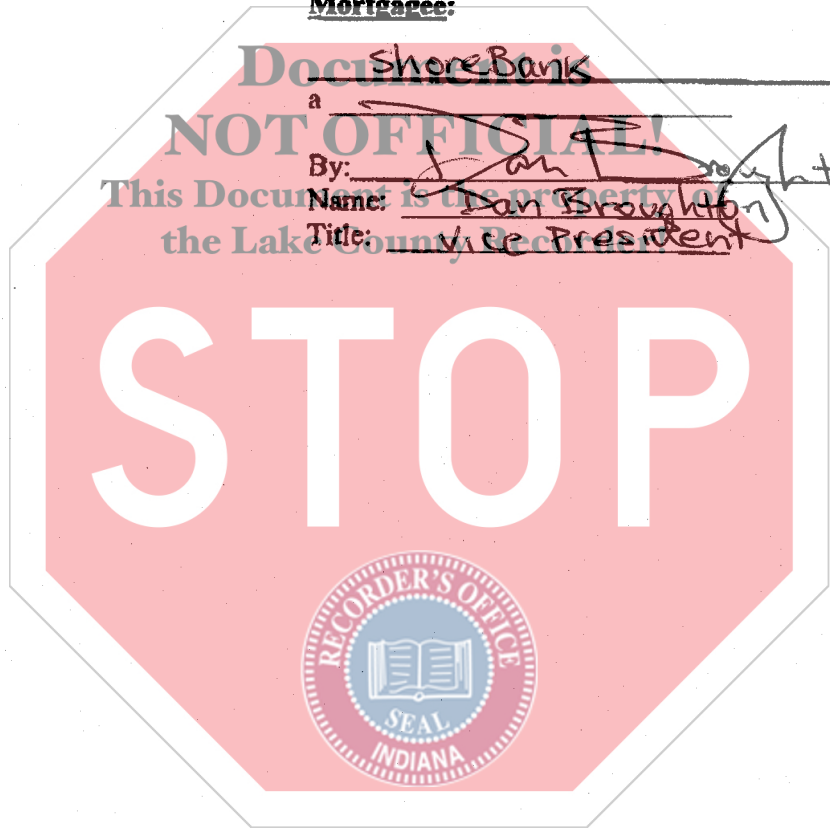
HAMMOND INVESTMENT HOLDINGS, LLC
an Indiana limited liability company

By: _____
Name: **Terry Gleason**
Title: _____

Mortgagee:

ShoreBank
a _____

By: _____
Name: **Jan Broughton**
Title: **Vice President**



IN WITNESS WHEREOF, the parties hereto have executed this Subordination, Non-Disturbance and Attornment Agreement as of the day and year first above written.

Tenant:

HARRIS N.A.
a national association

By: Hettie B. Ensign
Name: Hettie B. Ensign
Title: Vice President

Landlord:

HAMMOND INVESTMENT HOLDINGS, LLC
an Indiana limited liability company

By: _____
Name: _____
Title: _____

Mortgagee:

**Document is
NOT OFFICIAL!**

**This Document is the property of
the Lake County Recorder!**

By: _____
Name: _____
Title: _____

STOP



STATE OF)
) SS.
COUNTY OF)

I, _____, a Notary Public in and for said County in the State aforesaid, do hereby certify that Hettie Ensign, a Vice President of Harris N.A., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he/she signed and delivered such instrument as his/her own free and voluntary act and as the free and voluntary act of said national association, for the uses and purposes set forth therein.

Given under my hand and notarial seal on _____, 2007.

Notary Public

STATE OF Illinois)
) SS.
COUNTY OF COOK)

I, Sonia M. Torres, a Notary Public in and for said County in the State aforesaid, do hereby certify that Tony Glenn, a manager of Hammond Investment Holdings, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such manager, appeared before me this day in person and acknowledged that he/she signed and delivered such instrument as his/her own free and voluntary act and as the free and voluntary act of said individual, for the uses and purposes set forth therein.

Given under my hand and notarial seal on May 17, 2007

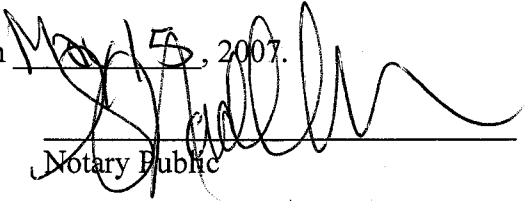
[Signature]
Notary Public



I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Heather Johns

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

I, Sarah Nadelhoffer, a Notary Public in and for said County in the State aforesaid, do hereby certify that Hettie Ensign, a Vice President of Harris N.A., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he/she signed and delivered such instrument as his/her own free and voluntary act and as the free and voluntary act of said national association, for the uses and purposes set forth therein.

Given under my hand and notarial seal on May 5, 2007.

Notary Public

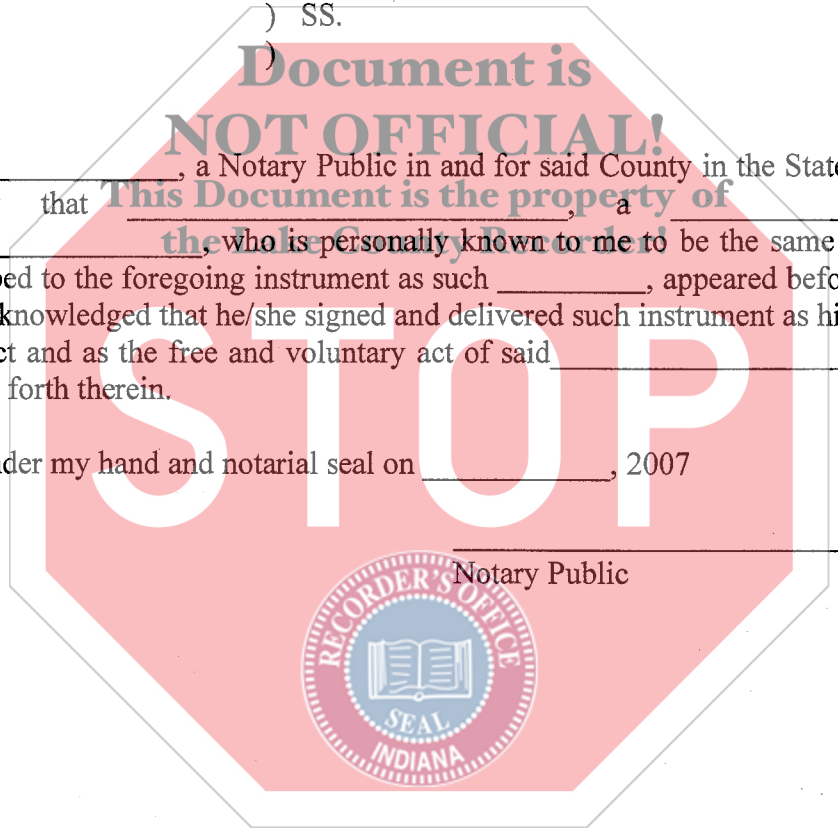


STATE OF)
)
COUNTY OF) SS.

I, _____, a Notary Public in and for said County in the State aforesaid, do hereby certify that _____ a _____ of _____ who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that he/she signed and delivered such instrument as his/her own free and voluntary act and as the free and voluntary act of said _____, for the uses and purposes set forth therein.

Given under my hand and notarial seal on _____, 2007

Notary Public



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Iris R. Jones, a Notary Public in and for said County in the State aforesaid, do hereby certify that DAN Broughton as Vice President of Shore Bank, a _____, who is personally known to be to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he/she signed and delivered such instrument as his/her own free and voluntary act and as the free and voluntary act of said Vice President, for the uses and purposes set forth therein.

Given under my hand and notarial seal on May 3, 2007
Iris R. Jones
Notary Public

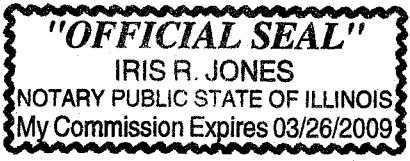


EXHIBIT A

Legal Description of Leased premises

