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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
2010 SEP 14 PM 12:39
MICHELLE B. FAJMAN
RECORDER

First Financial Bank, National Association
Borrower: Henderlong Holdings, LLC
Loan Number:2230096061

Subordination, Non-Disturbance And Attornment Agreement

THIS AGREEMENT, made and entered into as of March 25, 2010 by and among **First Financial Bank, National Association**, a national banking association ("Lender"), On-Site Computer Company, a(n) Indiana Corporation (hereinafter referred to as the "Lessee"), and Henderlong Holdings, LLC, a(n) Indiana Limited Liability(hereinafter referred to as "Lessor").

RECITALS

A. Lessee has entered into a certain Lease Agreement dated May 1, 2008 (the "Lease"), with Lessor covering premises located at 580 N. Indiana Ave., Crown Point, IN 46307, more accurately described on **Exhibit A** attached hereto, made a part hereof and incorporated herein by reference (the "Demised Premises");

B. Lessor is the owner of the landlord's interest under the Lease, and the Lessee is now the owner of the tenant's interest under the Lease; and

C. Lender has made a loan or other financial accommodations to the Lessor secured by an Open-End Mortgage and Security Agreement (the "Mortgage") granted by Lessor to Lender granting a first lien encumbering the Demised Premises, (collectively the Demised Premises and remainder of the real estate is hereafter the "Mortgaged Premises") said Mortgage to be filed and recorded in the land records of Lake County, Indiana; and

D. The loan and financial accommodations of Lender to Lessor are made upon the condition that the Lease and the rights and estate of the Lessee thereunder be junior to and subordinate to the lien and operation of, and subject to the terms of, the Mortgage in every respect; and

Subordination Non-Disturbance
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E. The parties hereto desire that the Lease and the rights and estate of the Lessee thereunder be junior to and subordinate to the lien and operation of and subject to the terms of the Mortgage in every respect; and

F. The parties hereto desire that the Lessee be assured of continued occupancy of the Demised Premises under the terms of the Lease and subject to the lien, operation and terms of the Mortgage in every respect.

NOW, THEREFORE, the parties agree as follows:

1. Lessee acknowledges that the Lease and the rights and the estate of the Lessee thereunder are and shall be subject and junior to and subordinate to the Mortgage and the rights and estate of the Lender thereunder and to the lien, operation, and effect of the Mortgage as it affects the Mortgaged Premises and the Demised Premises in every respect, and to all renewals, modifications, consolidations, replacements and extensions of the Mortgage.

2. In the event of foreclosure of the Mortgage, the Lender will make no claim or demand for the termination of the Lease in the foreclosure proceedings so long as the Lessee is not in default under any of the terms, covenants or conditions of the Lease and has committed no act or omission which would constitute and there exists no state of facts which would constitute a default under the terms of the Lease.

3. It is the express intent of the parties hereto that so long as the condition in paragraph 2 is satisfied foreclosure of the Mortgage or the exercise of any other remedies provided therein, or provided in any other instrument securing the indebtedness secured by the Mortgage, or the delivery of a deed to the Mortgaged Premises in lieu of foreclosure, shall not, of itself, result in the termination of the Lease, but that any purchaser or other grantee upon foreclosure of the Mortgage or a conveyance in lieu of foreclosure shall thereby automatically succeed to the position of the Lessor under the Lease, and as amended, including provisions pertaining to renewals and options to purchase, if any.

4. If, by dispossession, foreclosure or otherwise, the Lender, its successors or assigns, or any purchaser at a foreclosure sale or otherwise shall come into possession or become the owner of the Mortgaged Premises, such person shall automatically and without any notice to Lessee succeed to the interest of the Lessor under the Lease, and the Lease shall take effect as a lease of the Demised Premises, together with all of the rights and privileges therein contained, between such person and the Lessee for the balance of the term of the Lease; the Lessee agrees to attorn to and accept in writing such person as lessor under the Lease, and to be bound by and to perform all of the obligations imposed by the Lease upon the Lessee therein; and the Lender, its successors and assigns, or any purchaser at a foreclosure sale or otherwise will not disturb the possession of the Lessee, so long as the Lessee is not in default under any of the terms, covenants or conditions of the Lease, and so long as Lessee has committed no act or omission and there exists no state of facts which would constitute a default under the terms of the Lease, and will be bound by all of the obligations imposed by the Lease upon the Lessor

therein; provided, however, that the Lender, its successors or assigns, or any purchaser at a foreclosure sale or otherwise shall not be:

- (a) liable for any act or omission of a prior lessor (including without limitation the Lessor); or
- (b) subject to any offsets or defenses which the Lessee might have against any prior lessor (including without limitation the Lessor); or
- (c) bound by any rent or additional rent which the Lessee might have paid in advance to any prior lessor (including without limitation the Lessor) for any period beyond the month in which the Lender, its successors or assigns, or any purchaser at a foreclosure sale or otherwise comes into possession or becomes the owner of the Mortgaged Premises; or
- (d) bound by any agreement or modification of the Lease made without the prior written consent of the Lender.

5. Upon the written request of the owner of the fee simple title to the Mortgaged Premises or the Lessee to the other given at any time after foreclosure of the Mortgage, or any conveyance in lieu of foreclosure, the Lessee and such owner shall execute a lease of the Demised Premises upon the same terms and conditions as are contained in the Lease, which Lease shall cover any unexpired term of the Lease.

6. Lessor joins in this Agreement for the purpose of consenting and agreeing to the provisions hereof.

7. Unless otherwise specifically provided in this Agreement, any notice to be given hereunder shall be in writing and signed by the party giving such notice. Any notices under or pursuant to this Agreement shall include the Borrower's name, the loan number and the effective date of the Note and shall be deemed duly sent when delivered in hand or when mailed by registered or certified mail, return receipt requested, addressed as follows:

a. If to Lender: First Financial Bank, National Association
Attn: Market President, NWI Market
300 High Street
Hamilton, Ohio 45011

and

First Financial Bank, National Association
450 W. Lincoln Highway
Scherville, IN 46375
Attention: Kyle A. Ropac, Lending Officer

b. If to Lessee: On Site Computer Company
580 N. Indiana Ave.
Crown Point, IN 46307

c. If to Lessor: Henderlong Holdings, LLC
562 N. Indiana Ave.
Crown Point, IN 46307

or at such other address or addresses as the party changing its address shall have given notice to the other parties.

8. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the Lender, the Lessor and the Lessee have executed this instrument to be effective as of the day and year first above written.

LESSOR:
Henderlong Holdings, LLC
By: [Signature]
Name: Timothy G. Henderlong
Title: Managing Member

State of Indiana)
County of Lake) ss:

Before me, the undersigned, a Notary Public, personally appeared Timothy Henderlong, the Partner of Henderlong Holdings, LLC a(n) Person, and acknowledged execution of the foregoing instrument on behalf of Person this 14 day of September, 2010

[Signature]
Notary Public
LAURA C MORRISON
Printed

My Commission Expires:
1-24-18

My County of Residence is:
Lake

This instrument drafted by and when recorded return to the person/entity specified below.

This instrument was prepared by Kyle A. Ropac. 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.

[Signature]
Kyle A. Ropac, VP
450 W. Lincoln Hwy
Schererville, IN 46375

EXHIBIT A

Legal Description

Lots 1, 2, 3 and 4 in Feder's Longstem Rose Park, as per plat thereof, recorded in Plat Book 101 page 40, in the Office of the Recorder of Lake County, Indiana.