

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

This SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT (the "Agreement") is made and entered into as of the 22<sup>nd</sup> day of July, 2015, by and between **CHROME LLC**, an Indiana limited liability company, having a mailing address of 3600 Michigan Ave., East Chicago, Indiana 46310 (referred to herein as "**Lessor**"), **PILOT TRAVEL CENTERS LLC**, a Delaware limited liability company, authorized to transact business in the state of Tennessee and having a mailing address of 5508 Lonas Drive, Knoxville, Tennessee 37909 ("**Pilot**") and **CENTIER BANK**, a Indiana corporation with a mailing address of 600 East 84<sup>th</sup> Avenue, Merrillville, Indiana 46410 ("**Lender**").

WITNESSETH:

**WHEREAS**, Lessor and Pilot are parties to that certain Lease Agreement dated the 22<sup>nd</sup> day of July, 2015 (the "**Lease**"), pursuant to which Pilot leased a part or portion of certain property located at: 3600 Michigan Ave., East Chicago, Indiana 46310, said property being more particularly described on **Exhibit A**, attached hereto and incorporated herein by reference, (the "**Property**") as evidenced by that certain Memorandum of Lease, recorded in Book \_\_\_\_\_, at Page \_\_\_\_\_ in the Official Records of \_\_\_\_\_ County, Indiana; and

**WHEREAS**, Lessor has granted to Lender a mortgage on the Property (the "**Security Document**"), dated the 29<sup>th</sup> day of September, 2014, which is recorded on December 3, 2014, as Document No. 2014 076906 in the Official Record of Lake County, Indiana; and

**WHEREAS**, Pilot has requested this Agreement from Lender in connection with the Lease.

**NOW, THEREFORE**, in consideration of the foregoing premises, the covenants and agreements hereinafter set forth, and the mutual benefits to be derived therefrom, the receipt and sufficiency of which are hereby acknowledged, Lessor, Pilot and Lender do hereby agree as follows:

1. **SUBORDINATION.** The Lease shall at all times be subject to and subordinate in all respects to the Security Document, the lien and security interest imposed by the Security Document, and all advances made under the Security Document.

2. **NON-DISTURBANCE.** So long as Pilot is not in default under the provisions of the Lease beyond any applicable grace period provided therein, Lessor and any of its successors and assigns shall abide by the terms and conditions of the Lease, and the Lease shall not be terminated by Lender or its successors, or assigns, nor shall any of Pilot's occupancy, possessory or quiet enjoyment rights under the Lease be disturbed by any steps or proceedings taken by Lender in the exercise of any of Lender's rights under the Security Document.

3. **ATTORNMENT.** If the interest of Lessor in and to the Property and/or the Lease shall be transferred to and owned by Lender or another person or entity (Lender or such other person or entity being called a "**Successor**") by reason of foreclosure or other proceeding



2015 OCT 30 11:00 AM  
STATE OF INDIANA  
LAKE COUNTY  
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MICHAEL J. BROWN  
CLERK

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brought by Lender in lieu of or pursuant to foreclosure, or by any other manner, and Successor succeeds to the interest of the Lessor under the Lease, Pilot agrees that it shall be bound to Successor under all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining and any extensions or renewals thereof which may be affected in accordance with any option provided for in the Lease, with the same force and effect as if Successor were the Lessor under the Lease, and Pilot shall attorn to Successor as its Lessor, said attornment to be effective and self-operative immediately upon Successor succeeding to the interest of the Lessor under the Lease, without the execution of any further instruments on the part of any of the parties hereto. Except as expressly provided to the contrary herein, the respective rights and obligations of Pilot, and Successor upon such attornment, to the extent of the then remaining balance of the term of the Lease and any such extensions and renewals, shall be and are the same as now set forth therein, it being the intention of the parties hereto for this purpose to incorporate the Lease in this Agreement by reference with the same force and effect as if set forth at length herein.

4. **ASSIGNMENT OF RENTS.** In the event Pilot receives written notice from Lender that rentals due under the Lease are to be paid to Lender pursuant to the terms of any assignment of rents, Pilot shall pay to Lender, or in accordance with the directions of Lender, all rentals or the monies due or to become due under the Lease, and Lessor hereby expressly authorizes Pilot to make such payments to Lender, or as otherwise directed by Lender, and Lessor hereby releases and discharges Pilot of and from any liability to Lessor on account of the payment of any such payments to Lender. Such an assignment shall not diminish any obligations of Lessor under the Lease nor impose any such obligations on Lender.

5. **NOTICE OF DEFAULT.** Lender shall notify Pilot of any default of Lessor under the Security Document and the loan documents.

6. **NOTICE.** All notices and other communications required to be sent hereunder shall be sent by registered or certified mail, return receipt requested, or overnight courier, to such party's address set forth above or such other address as may be specified in a notice given in accordance herewith.

7. **BINDING EFFECT.** The agreements herein contained shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns.

8. **ENTIRE AGREEMENT/AMENDMENTS.** This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and is intended to be a full, final and complete integration for all prior or contemporaneous agreements regarding the matters set forth herein. No amendment to this Agreement shall be effective unless it is in writing, signed by all parties.

9. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which counterparts, when executed and delivered, shall be deemed an original and all of which counterparts, taken together, shall constitute one and the same Agreement.

10. **WAIVER OF JURY TRIAL.** EACH PARTY HERETO HEREBY

IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY).

**[Signature Pages Follow]**

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law and this document was prepared by Timothy R. Kuiper, AUSTGEN KUIPER JASAITIS  
130 N. Main Street, Crown Point, Indiana 46307



IN WITNESS WHEREOF, the parties have caused this Subordination, Non-Disturbance, and Attornment Agreement to be executed and delivered as of the date first above written.

LESSOR:

CHROME LLC

By: [Signature]  
Printed: WILLIAM MARSH  
Its: General Partner

STATE OF Indiana  
COUNTY OF Lake

Personally appeared before me, a Notary Public of the State and County aforesaid, William Hayward Marsh, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument) and acknowledged to me that he executed the same in his authorized capacity as General Partner of CHROME LLC, the within named bargainer, and that as such, William Hayward Marsh being duly and fully authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as General Partner.

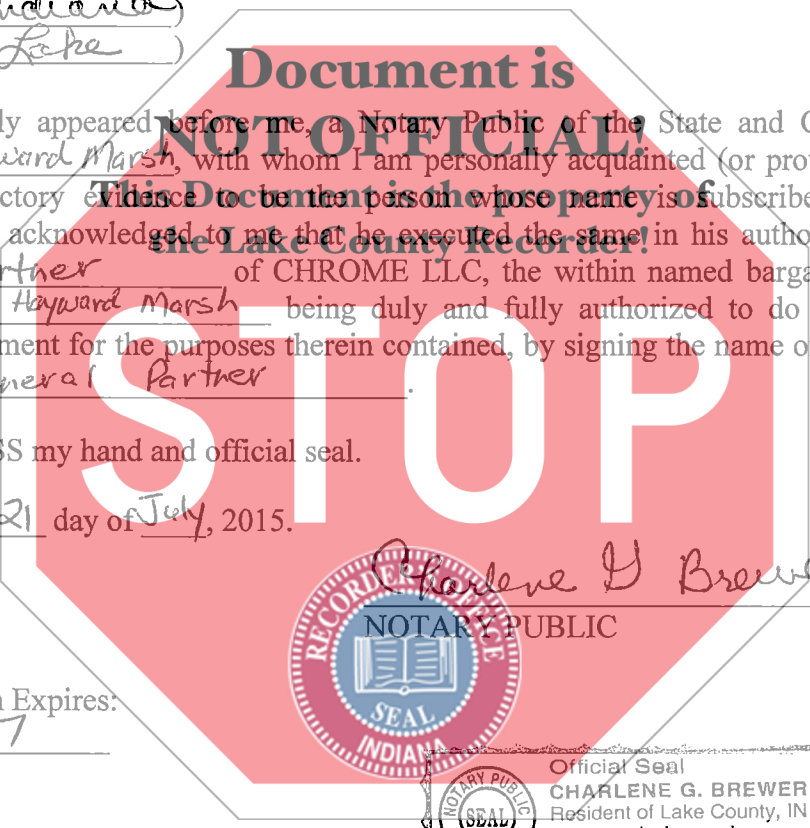
WITNESS my hand and official seal.

This the 21 day of July, 2015.

Charlene D Brewer  
NOTARY PUBLIC

My Commission Expires:  
10.18.17

Official Seal  
CHARLENE G. BREWER  
Resident of Lake County, IN  
My commission expires  
October 18, 2017



IN WITNESS WHEREOF, the parties have caused this Subordination, Non-Disturbance, and Attornment Agreement to be executed and delivered as of the date first above written.

LENDER:

Paul B. Thiel

By: Centier Bank

Printed: Paul B. Thiel

Its: Vice President

STATE OF Indiana )

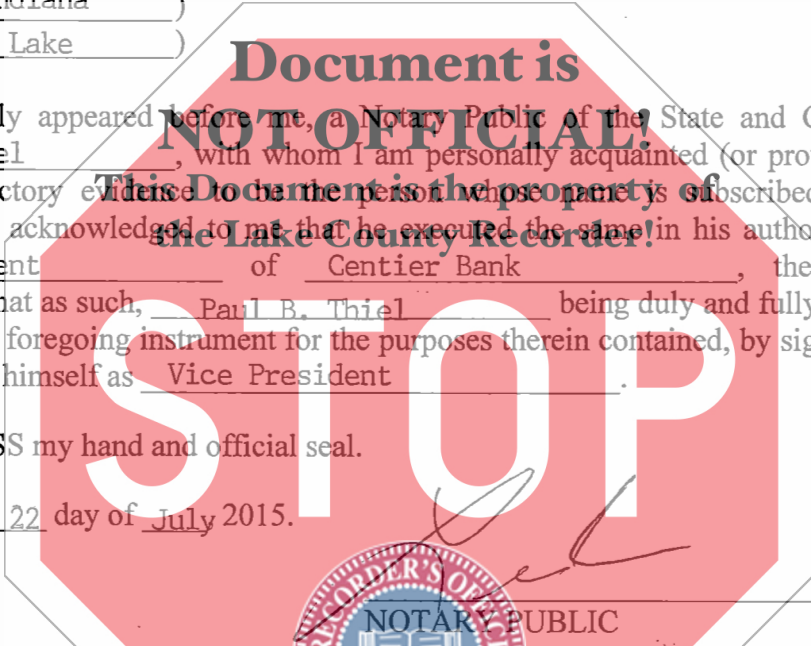
COUNTY OF Lake )

Personally appeared before me, a Notary Public of the State and County aforesaid, Paul B. Thiel, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument) and acknowledged to me that he executed the same in his authorized capacity as Vice President of Centier Bank, the within named bargainor, and that as such, Paul B. Thiel being duly and fully authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as Vice President.

WITNESS my hand and official seal.

This the 22 day of July 2015.

My Commission Expires:



IN WITNESS WHEREOF, the parties have caused this Subordination, Non-Disturbance, and Attornment Agreement to be executed and delivered as of the date first above written.

PILOT:

PILOT TRAVEL CENTERS LLC

By: [Signature]  
Printed: David Clothier  
Its: Authorized Representative



STATE OF TENNESSEE )  
COUNTY OF KNOX )

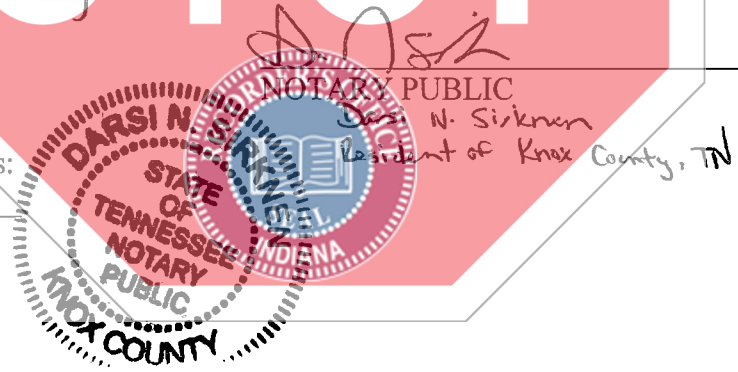


Personally appeared before me, a Notary Public of the State and County aforesaid, David A. Clothier, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument) and acknowledged to me that he executed the same in his authorized capacity as Authorized Representative of Pilot Travel Centers LLC, the within named bargainor, and that as such, Authorized Representative being duly and fully authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as Authorized Representative.

WITNESS my hand and official seal.

This the 16<sup>th</sup> day of July, 2015

My Commission Expires: 10/5/16



## EXHIBIT A

### Property Description

#### LEGAL DESCRIPTIONS (AS PER MERIDIAN TITLE CORPORATION TITLE COMMITMENT FILE NO. 13-20446 DATED JULY 24, 2014.)

##### Parcel 1:

Standard Forgings Company's Block A, being a consolidation of Blocks 1 and 2, in Fourth Addition and Block 24 in Second Addition to Indiana Harbor, together with the vacated alleys in and streets adjoining said Blocks in the East half of Section 21, Township 37 North, Range 9 West of the Second Principal Meridian, in the City of East Chicago, Lake County, Indiana. EXCEPTING, however, the following described land. That part of Standard Forgings Company's Block "A", beginning at the Northerly corner of said Block "A", thence Southeasterly a distance of 50.02 feet along the Southwesterly line of Dickey Road to the Easterly line of said Block "A", the same being the Westerly line of Parrish Avenue, thence Southerly along the Westerly line of Parrish Avenue a distance of 6.43 feet, thence Northwesterly a distance of 54.73 feet to a point on the Northwesterly line of said Block "A", which point is 3.49 feet Southwesterly from the Northerly corner of said Block "A" measured along said Northwesterly Block Line, thence Northeasterly a distance of 3.49 feet to the place of beginning.

##### Parcel 2:

A piece of land in the East half of Section 21, Township 37 North, Range 9 West of the Second Principal Meridian, Lake County, Indiana, described as follows, to-wit: Beginning at a point on the Northwest line of Watling Street 92.36 feet Southwesterly of the intersection of the East line of Section 21 aforesaid, with the Northwest line of Watling Street; thence Northwesterly on a line parallel with and 1283.06 feet Southwesterly of the Southwesterly line of the right of way of the Pittsburgh, Fort Wayne and Chicago Railway Company 240.46 feet to the Southeasterly line of the right of way of the Indiana Harbor Railroad Company; thence Southwesterly on said right of way line 1538.98 feet to point of curve; thence continuing along said right of way on curve tangent to last described line and convex to the west with a radius of 1860.08 feet a distance of 907.33 feet, more or less, to the point of intersection of said right of way line with a line parallel with and 100 feet East of the East line of right of way of said Indiana Harbor Railroad Company, to the South, produced North to said intersection; thence South on last described line 31.61 feet, more or less, to its intersection with the Northwest line of Watling Street, extended Southwesterly in a straight line; thence Northeasterly on the Northwest line of said Watling Street extended 2444.11 feet, to place of beginning, in the City of East Chicago, Lake County, Indiana. EXCEPTING, however, the following described land: that part of the Northeast quarter of Section 21, Township 37 North, Range 9 West of the Second Principal, beginning at the intersection of the Southwesterly line of Dickey Road and the Northwesterly line of Watling Street, and said point being the Northerly corner of Standard Forgings Company's Block "A", thence Southwesterly along the Northwesterly line of said Block "A", a distance of 3.49 feet, thence Northwesterly a distance of 60.74 feet to a point in the Southwesterly line of Dickey Road, thence Southeasterly a distance of 60.84 feet to the place of beginning.

[End of Exhibit]