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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2016 006083

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MICHAEL G. BROWN
RECORDER

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Date of Agreement:

January 8, 2016.

“Grantor/Tenant”:

HZ OPS HOLDINGS, INC., a Delaware corporation

Grantor’s Address:

c/o Z & H Foods, Inc.
4415 Highway 6
Sugar Land, TX 77478

“Landlord”:

HZ PROPS RE, LTD., a Texas limited partnership

Landlord’s Address:

c/o Z & H Foods, Inc.
4415 Highway 6
Sugar Land, TX 77478

“Grantee/Agent”

GENERAL ELECTRIC COMPANY, as administrative agent (in such capacity, together with its successors and permitted assigns, “Agent”) for the Lenders and each other Secured Party (each as defined in the hereafter described Loan Agreement)

Grantee’s Address:

8377 East Hartford Drive, Suite 200
Scottsdale, Arizona 85255

Legal description of property:

See the attached *Exhibit A*, which is incorporated into and made a part of this Subordination and Attornment Agreement.

Description of Documents being Subordinated: All leases between Landlord and Tenant related to the real property described on *Exhibit A*

After recording, please return to:
General Electric Company
8377 East Hartford Drive
Suite 200
Scottsdale, Arizona 85255
Attention: Collateral Management

This Document Prepared by:
Tim Doran, GE Capital

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SUBORDINATION AND ATTORNMENT AGREEMENT

THIS SUBORDINATION AND ATTORNMENT AGREEMENT (this "Agreement"), is made as of January 9, 2016, by and among the undersigned Agent, Tenant(s), and Landlord(s). References in this Agreement to "Tenant" and "Landlord" are to each Tenant and Landlord.

PRELIMINARY STATEMENT

Landlord (or Landlord's predecessor-in-interest) and Tenant are parties to those certain leases (collectively, the "Lease"), relating to certain real property legally described on the attached Exhibit A and certain improvements located thereon (collectively, the "Sites"). The Sites are or will be encumbered by those certain Mortgage, Security Agreement, Assignment of Leases and Rents, Financing Statement and Fixture Filings from Landlord in favor of Agent, on behalf of the Secured Parties (collectively, the "Mortgage") securing those certain Promissory Notes payable to the order of Lenders with respect to the Sites (collectively, the "Note"). The Mortgage is also made pursuant to the terms and conditions of the Loan Agreement dated as of June 25, 2014, as amended by that certain Loan Modification Agreement dated as of December 4, 2014, that certain Second Loan Modification Agreement dated as of March 31, 2015, that certain Third Loan Modification Agreement dated as of May 15, 2015, that certain Fourth Loan Modification Agreement dated as of July 13, 2015, and that certain Fifth Loan Modification Agreements dated on or about the date hereof (as the same may be further amended, modified, supplemented, extended or renewed from time to time, the "Loan Agreement"). Capitalized terms used in this Agreement and not otherwise defined in this Agreement have the meanings given to those terms in the Loan Agreement. Landlord has agreed to recognize the rights of Agent in accordance with the terms and provisions of this Agreement.

AGREEMENT

In consideration of the mutual covenants and provisions of this Agreement, the parties agree as follows:

1. Subordination. Notwithstanding anything to the contrary contained in the Lease, the Lease and the leasehold estate created thereby are hereby declared to be, and hereafter shall continue at all times to be, junior, subject and subordinate, in each and every respect to the Mortgage, including without limitation, (i) any and all increases, renewals, modifications, extensions, substitutions, replacements and or consolidations of the Note or the Mortgage and (ii) any future Mortgage or encumbrance affecting the Sites held by or made for the benefit of Agent and/or its successors and assigns. The foregoing subordination is effective and self-operative without the necessity for execution of any further instruments. Tenant hereby covenants with Agent that Tenant will not cause the Lease to be subordinated to any interests other than those held by or made for the benefit of Agent and/or its successors and assigns without prior written notice to and prior written consent of Agent. At any time at the election of Agent, Agent shall have the right to declare the Lease superior to the lien, provisions, operation and effect of the Mortgage.

2. Attornment. Notwithstanding the foregoing subordination, if the interest of Landlord under the Lease shall be transferred by reason of foreclosure or other proceedings (judicial or non-judicial) for enforcement of the Mortgage or by reason of a deed in lieu of foreclosure, Tenant, at the election of the transferee and its successors and assigns (the "Purchaser") acquiring said interests, shall be bound to the Purchaser pursuant to all of the terms, covenants and conditions of the Lease for the balance of the term of the Lease then remaining and any extensions or renewals thereof which may be effected in accordance with any option therefor in the Lease, with the same force and effect as if the Purchaser were the original landlord under the Lease, and Tenant does hereby attorn to and agree to attorn to the Purchaser, as its landlord, said attornment to be effective and self-operative without the necessity for execution of any further instruments, upon Purchaser's election after succeeding to the interest of the Landlord under the Lease.

3. Further Acts. Notwithstanding any provisions contained in Sections 1 and 2 above which state that the attornment and subordination by Tenant to Purchaser are effective and self-operative without the execution of any further instrument, Tenant agrees that, upon request of Agent and/or Purchaser, it will execute such written agreement to evidence and affirm any and all of Tenant's obligations under this Agreement, and further, Tenant agrees that it will execute from time to time such further assurances and estoppel certificates as may reasonably be requested by Agent and Purchaser. Without limiting the generality of the foregoing, if and to the extent that

Landlord rejects the Lease in any federal or state proceeding, Tenant will, upon the request of Agent or Purchaser, immediately enter into a new lease directly with the Purchaser on the same terms as the Lease, provided execution of such new lease does not violate any bankruptcy law or related court order.

4. **Limitation.** Neither Agent nor any Purchaser shall be (a) liable for any act or omission of Landlord or any prior landlord (including the loss or misappropriation of any rental payments or security deposits); (b) subject to any credits, claims, setoffs, offsets or defenses which Tenant may have against Landlord or any prior landlord; (c) bound by (or responsible for) any advance payment of rent or any other monetary obligations under the Lease to Landlord in excess of one month's prepayment thereof in the case of rent, or in excess of one periodic payment in advance in the case of any other monetary obligations under the Lease; (d) responsible for any security deposit not actually received by Agent or any Purchaser; (e) bound by any amendment, assignment (in whole or in part), subletting, extension, renewal or modification of the Lease to which Agent or Purchaser has not consented in writing, and any attempted amendment, assignment (in whole or in part), subletting, extension, renewal or modification of the Lease without said consent shall be null and void and of no force and effect; (f) liable for latent and/or patent defects in the construction of the Sites; (g) liable for any breach of any warranty in the Lease by Landlord or a prior landlord; (h) bound by any obligation to repair, replace, rebuild or restore the Sites, or any part thereof, in the event of damage by fire or other casualty, or in the event of partial condemnation, beyond such repair, replacement, rebuilding or restoration as may be required of the landlord under the Lease and as can reasonably be accomplished with the use of the net insurance proceeds or the net condemnation award actually received by or made available to Agent (as successor in interest to Landlord) or Purchaser; (i) required to remove any person occupying the Sites or any part thereof; or (j) bound by any right of first refusal or right of first offer set forth in the Lease. Neither Agent nor any Purchaser shall be liable for any reason for amounts in excess of the value of its interest in the Sites, or for consequential or punitive damages of any kind.

5. **Notice; Cure; Waivers.** Tenant agrees to give prompt written notice to Agent (and to any successor in interest to Agent of which Tenant has been notified in accordance with the notice requirements of Section 9 of this Agreement) of (a) any default of the Landlord under the Lease if such default is of such a nature as to give Tenant a right to terminate the Lease, reduce rent or to credit or offset any amounts against future rents; and (b) any attempt by the Landlord (including any successor or assignee of the Landlord) to amend, modify, terminate, or render void the Lease. If, within thirty (30) days after receipt of written notice from Tenant, Agent, at Agent's sole option, commences to cure a default of Landlord under the Lease that is capable of being cured by Agent, or commences to pursue any other of its remedies under the Mortgage and thereafter diligently pursues such cure to completion, Tenant agrees not to terminate the Lease, reduce rent, credit or offset against future rents, consent or acquiesce in the termination of the Lease or surrender the Sites and agrees to continue to be bound by the terms of the Lease and this Agreement. As against Agent and its successors in interest, Tenant hereby waives any default by Landlord which is not capable of being cured by Agent in the exercise of reasonable diligence.

6. **Payments of Rent to Agent.** Landlord absolutely assigns to Agent all payments of rent as the same are due under the Lease (the "Rent") and Tenant agrees that, from and after an Event of Default (as defined in the Mortgage) and until such time as all of Landlord's monetary obligations to Agent pursuant to the Note and the Loan Agreement dated as of the date of this Agreement between Agent and Landlord have been fully paid, Tenant will pay the Rent directly to Agent and Landlord hereby consents to the same. All such rental payments received by Agent shall be credited against Landlord's obligations to Agent. Agent agrees to notify Landlord, in writing, of any failure of Tenant to pay Rent to Agent and Landlord immediately shall cure Tenant's failure to pay by paying such Rent to Agent. Landlord, by its execution hereof, agrees that this Agreement does not constitute a waiver by Agent of any of Agent's rights under the Mortgage and any assignment of leases or rents contained therein, or in a separate instrument or in any way release the Landlord from any of the terms, conditions, obligations, covenants and agreements of the Mortgage.

7. **Certification.** Tenant hereby certifies to and agrees with Agent as follows, with the understanding that Agent is relying on such certifications and agreements in the making of the loan evidenced by the Note and secured by the Mortgage: (a) the Lease is in full force and effect; (b) all requirements for the commencement and validity of the Lease have been satisfied; (c) Tenant is not in default under the Lease; to the best of Tenant's knowledge, information and belief, the Landlord is not in default under the Lease; no act, event or condition has occurred, which with notice or the lapse of time, or both, would constitute a default by Tenant or Landlord under the

Lease; no claim by Tenant of any nature exists against Landlord under the Lease; and all obligations of Landlord have been fully performed; (d) there are no defenses, counterclaims or setoffs against rents or charges due or which may become due under the Lease; (e) none of the rent which Tenant is required to pay under the Lease has been prepaid, or will in the future be prepaid, more than one month in advance; (f) Tenant has no right or option contained in the Lease or in any other document to purchase all or any portion of the Sites; (g) the Lease has not been terminated, modified or amended. The Lease shall not hereafter be terminated, modified or amended without the prior written consent of Agent in each instance; and (h) Tenant has not assigned, Mortgaged, sublet, encumbered or otherwise transferred any or all of its interest under the Lease to any party and no other consents to the execution of this agreement by the Tenant are required from any other party.

8. **Choice of Law.** Landlord and Tenant acknowledge that this Agreement was substantially negotiated in the State of Arizona, this Agreement was delivered in the State of Arizona, all payments under the Loan Documents will be delivered in the State of Arizona and there are substantial contacts between the parties and the transactions contemplated herein and the State of Arizona. For purposes of any action or proceeding arising out of this Agreement, the parties hereto expressly submit to the jurisdiction of all federal and state courts located in the State of Arizona. Landlord and Tenant by accepting this Agreement consent that they may be served with any process or paper by registered mail or by personal service within or without the State of Arizona in accordance with applicable law. Furthermore, Landlord and Tenant waive and agree not to assert in any such action, suit or proceeding that they are not personally subject to the jurisdiction of such courts, that the action, suit or proceeding is brought in an inconvenient forum or that venue of the action, suit or proceeding is improper.

9. **Notices.** All notices, consents, approvals or other instruments required or permitted to be given by either party pursuant to this Agreement shall be in writing and given by (i) hand delivery, (ii) express overnight delivery service or (iii) certified or registered mail, return receipt requested, and shall be deemed to have been delivered upon (a) receipt, if hand delivered, (b) the next business day, if delivered by express overnight delivery service, or (c) the third business day following the day of deposit of such notice with the United States Postal Service, if sent by certified or registered mail, return receipt requested. Notices shall be provided to the parties and addresses (or facsimile numbers, as applicable) specified below:

NOT OFFICIAL!
This Document is the property of the Lake County Recorder!

If to Landlord:	HZ Props RE, Ltd. c/o Z & H Foods, Inc. 4415 Highway 6 Sugar Land, TX 77478
If to Tenant:	HZ Ops Holdings, Inc. c/o Z & H Foods, Inc. 4415 Highway 6 Sugar Land, TX 77478
If to Agent:	General Electric Company 8377 East Hartford Drive, Suite 200 Scottsdale, Arizona 85255, Attention: General Counsel

or to such other address or such other person as any party may from time to time hereafter specify to the other parties hereto in a notice delivered in the manner provided above.

10. **Waiver and Amendment; Captions; Severability.** No provisions of this Agreement shall be deemed waived or amended except by a written instrument unambiguously setting forth the matter waived or amended and signed by the party against which enforcement of such waiver or amendment is sought. Waiver of any matter shall not be deemed a waiver of the same or any other matter on any future occasion. Captions are used throughout this Agreement for convenience of reference only and shall not be considered in any manner in the construction or interpretation hereof. The provisions of this Agreement shall be deemed severable. If any part of this Agreement shall be held unenforceable, the remainder shall remain in full force and effect, and such

unenforceable provision shall be reformed by such court so as to give maximum legal effect to the intention of the parties as expressed therein.

11. **Waiver of Jury Trial and Punitive, Consequential, Special and Indirect Damages.** LANDLORD, TENANT AND AGENT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY AND ALL ISSUES PRESENTED IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY ANY OF THE PARTIES HERETO AGAINST ANY OTHER PARTY HERETO OR ITS RESPECTIVE SUCCESSORS WITH RESPECT TO ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY DOCUMENT CONTEMPLATED HEREIN OR RELATED HERETO. THIS WAIVER BY THE PARTIES HERETO OF ANY RIGHT TO A TRIAL BY JURY HAS BEEN NEGOTIATED AND IS AN ESSENTIAL ASPECT OF THEIR BARGAIN. FURTHERMORE, LANDLORD, TENANT AND AGENT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT THEY MAY HAVE TO SEEK PUNITIVE, CONSEQUENTIAL, SPECIAL AND INDIRECT DAMAGES FROM THE OTHERS OR ANY OF THE OTHER'S AFFILIATES, OFFICERS, DIRECTORS OR EMPLOYEES OR ANY OF THEIR SUCCESSORS WITH RESPECT TO ANY AND ALL ISSUES PRESENTED IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY ANY OF THE PARTIES AGAINST ANY OF THE OTHERS OR ANY OF THEIR AFFILIATES, OFFICERS, DIRECTORS OR EMPLOYEES OR ANY OF THEIR SUCCESSORS WITH RESPECT TO ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY DOCUMENT CONTEMPLATED HEREIN OR RELATED HERETO. THE WAIVER BY LANDLORD, TENANT AND AGENT OF ANY RIGHT THEY MAY HAVE TO SEEK PUNITIVE, CONSEQUENTIAL, SPECIAL AND INDIRECT DAMAGES HAS BEEN NEGOTIATED BY THE PARTIES HERETO AND IS AN ESSENTIAL ASPECT OF THEIR BARGAIN.

12. **Authority; Successors.** Tenant, Landlord and Agent covenant and agree that the persons signing on their behalf have full power, authority and authorization to execute this Agreement, without the necessity of any consents, authorizations or approvals, or if such consents, authorizations or approvals are required they have been obtained prior to the execution hereof. All provisions, covenants and agreements contained in this Agreement shall bind, inure to the benefit of, and equally relate to, Tenant, and its successors and assigns, jointly and severally, Landlord, and its successors and assigns, jointly and severally, and Agent and its successors and assigns, or other holder or holders of the Note, including an endorsee, assignee or pledgee of the Note receiving title thereto by or through Agent, or its successors or assigns.

13. **No Other Agreements; Counterparts.** This Agreement represents the final agreement between the parties hereto with respect to the subject matter hereof and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties. This Agreement may be executed in any number of separate counterparts, each of which shall collectively and separately constitute one Agreement.



[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date set forth above.

TENANT

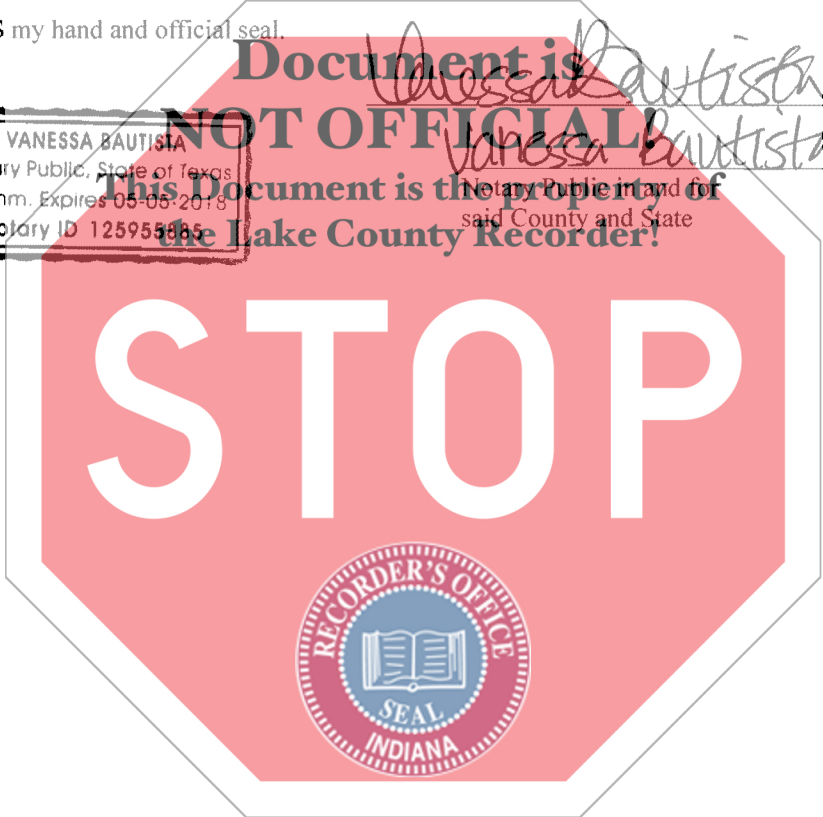
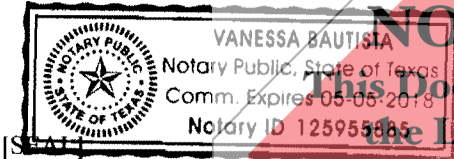
HZ OPS HOLDINGS, INC., a Delaware corporation

By: [Signature]
Name: Amin Dhanani
Title: President

STATE OF Texas)
COUNTY OF Ft. Bend) SS

On January 06, 2016, before me, the undersigned, a Notary Public in and for said State personally appeared Amin Dhanani known to me to be the President of H2 OPS Holdings Inc, a _____ and acknowledged to me that such individual executed the within instrument on behalf of said _____.

WITNESS my hand and official seal.



[Signature]
Vanessa Bautista
Notary Public in and for
said County and State

Asset No(s): 074934
Merrillville, IN

FINAL EXECUTION COPY

LANDLORD:

HZ PROPS RE, LTD.

By: HZ Props GP, Inc.,
its General Partner

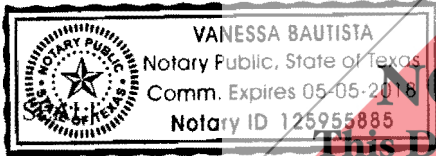
By: [Signature]
Name: Amin Dharani
Title: President

STATE OF Texas)
COUNTY OF Ft. Bend) SS

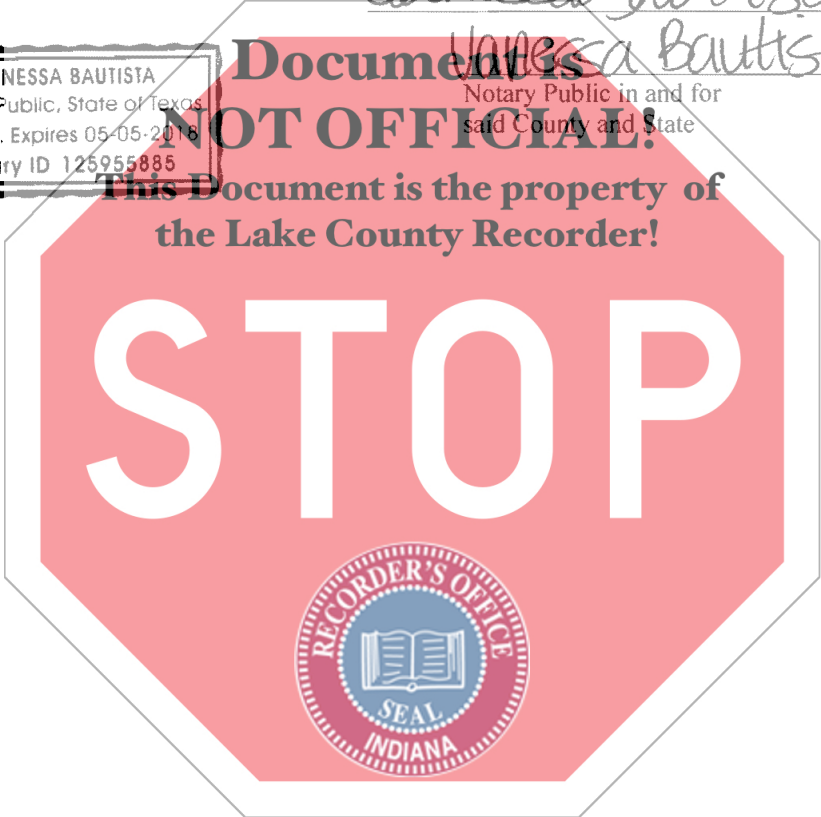
On January 04, 2016, before me, the undersigned, a Notary Public in and for said State personally appeared Amin Dharani known to me to be the President of HZ PROPS RE, Ltd, a _____, and acknowledged to me that such individual executed the within instrument on behalf of said _____.

WITNESS my hand and official seal.

[Signature]



Vanessa Bautista
Notary Public in and for
said County and State



Asset No(s): 074934
Merrillville, IN

FINAL EXECUTION COPY

AGENT:

GENERAL ELECTRIC COMPANY, a New York corporation

By: Robert J. Adams
 Name: ROBERT ADAMS
 Title: Authorized Signatory

STATE OF _____)
) SS
 COUNTY OF _____)

On _____, 20____, before me, the undersigned, a Notary Public in and for said State personally appeared _____ known to me to be the _____ of _____, a _____ and acknowledged to me that such individual executed the within instrument on behalf of said _____.

WITNESS my hand and official seal.

[SEAL]



Asset No(s): 074934
 Merrillville, IN

FINAL EXECUTION COPY

4828-0465-0028

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

On January 6, 2016 before me,

Janet Lee Estrella, Notary Public
Here Insert Name and Title of the Officer

personally appeared

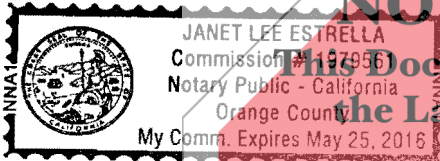
Stuart Adair

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder

Janet Lee Estrella
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____

Partner — Limited General Partner — Limited General

Individual Attorney in Fact Individual Attorney in Fact

Trustee Guardian or Conservator Trustee Guardian or Conservator

Other: _____ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____

EXHIBIT A
LEGAL DESCRIPTION

LOT 3 IN RESUBDIVISION OF PART OF PARCEL 2, WESTLAKE PLAZA, IN THE TOWN OF MERRILLVILLE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 54, PAGE 63, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

