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C. Tenant and Mortgagee desire to enter into this Agreement to define their obligations to one another under the terms of the Lease and the Mortgage.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, Tenant and Mortgagee hereby agree as follows:

1. The Lease shall be subject and subordinate to the lien of the Mortgage insofar as such lien affects the real property of which the Demised Premises form a part, and to all renewals, modifications, consolidations, replacements and extensions of the Mortgage to the full extent of the principal sum secured thereby and any interest thereon.

2. So long as Tenant is not in default (beyond any period given Tenant to cure such default) in the payment of rent or in the performance of any of the terms, covenants or conditions of the Lease on Tenant's part to be performed, Tenant's possession of the Demised Premises and Tenant's rights and privileges under the Lease, or any extensions or renewals thereof which may be effected in accordance with any option granted in the Lease, shall not be diminished or interfered with by Mortgagee, and Tenant's occupancy of the Demised Premises shall not be disturbed by Mortgagee during the term of the Lease or any such extensions or renewals thereof.

3. So long as Tenant is not in default (beyond any period given Tenant to cure such default) in the payment of rent or in the performance of any of the terms, covenants or conditions of the Lease on Tenant's part to be performed, Mortgagee will not join Tenant as a party defendant for the purpose of terminating or otherwise affecting Tenant's interest and estate under the Lease, in any action of foreclosure or other proceeding brought by Mortgagee for the purpose of enforcing any of its rights in event of any default under the Mortgage; provided however, Mortgagee may join Tenant as a party in any such action or proceeding if such joinder is necessary under any statute or law for the purpose of effecting the remedies available to Mortgagee under the Mortgage but only for such purpose and not for the purpose of terminating the Lease, or affecting Tenant's right to possession.

4. If the interest of Landlord shall be transferred to and owned by Mortgagee by reason of foreclosure, sale under a private power contained in a deed of trust, or other proceedings brought by it, or by any other manner, and Mortgagee succeeds to the interest of Lessor under the Lease, Tenant shall be bound to Mortgagee, and Mortgagee shall be bound to Tenant, under all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining and any extensions

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## SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT is made to be effective as of the 24th day of February, 1989, by and between Nationwide Life Insurance Company and the Western and Southern Life Insurance Company (the "Mortgagee") and Jerrico, Inc. (the "Tenant"),

### RECITALS

A. Tenant has entered into a lease dated September 1, 1989 (the "Lease") with Orland Park Joint Venture as landlord (the "Landlord"), covering certain premises, together with all improvements thereon, more fully described in Exhibit A attached hereto and incorporated herein by reference (the "Demised Premises").

B. Mortgagee is the owner and holder of the following:

1. A mortgage and security agreement to secure an indebtedness of the amount stated:

Mortgagor: Orland Park Joint Venture  
Mortgagee: Nationwide Life Insurance Company and the Western and Southern Life Insurance Company

Dated : December 30, 1986  
Amount : \$17,725,000.00  
Recorded : January 21, 1987  
Document : 87,039,425

2. An Assignment of Rents as follows:

Assignor: Orland Park Joint Venture  
Assignee: Nationwide Life Insurance Company and the Western and Southern Life Insurance Company  
Recorded: January 21, 1987  
Document: 87,039,426

3. A security interest in certain real chattels affixed to the land as disclosed by the following financing statement:

Secured Party: Nationwide Life Insurance Company and the Western and Southern Life Insurance Company

Debtor : Orland Park Joint Venture  
Recorded : January 26, 1987  
Document : 87 U 02347

which encumbers all or part of the Demised Premises.

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or renewals thereof which may be effected in accordance with any option granted in the Lease, with the same force and effect as if Mortgagee were Landlord under the Lease, and Tenant does hereby attorn to Mortgagee as its landlord, said attornment to be effective and self-operative without the execution of any further instruments on the part of any of the parties hereto immediately upon Mortgagee succeeding to the interest of Landlord under the Lease, provided, however, that Tenant shall be under no obligation to pay rent to Mortgagee until Tenant receives written notice from Mortgagee, together with evidence satisfactory to demonstrate that it has succeeded to the interest of Landlord under the Lease and directing where such rent should be mailed. The respective rights and obligations of Tenant and Mortgagee upon such attornment, to the extent of the then remaining balance of the term of the Lease shall be and are the same as 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. If Mortgagee shall succeed to Landlord's interest in the Lease, then Mortgagee shall be bound to Tenant under all the terms, covenants and conditions of the Lease, and Tenant shall, from and after Mortgagee's succession to the interest of Landlord under the Lease, have the same remedies against Mortgagee for the breach of any agreement contained in the Lease that Tenant might have had under the Lease against Landlord if Mortgagee had not succeeded to the interest of Landlord.

5. The terms "holder of a mortgage" and "mortgagee" or any similar term either herein or in the Lease shall be deemed to include Mortgagee, the trustee under any deed of trust affecting the Demised Premises, and any of their agents, heirs, successors or assigns, including anyone who shall have succeeded to Landlord's interest by, through or under foreclosure of the Mortgage, deed in lieu of such foreclosure, sale under a private power contained in a deed of trust, or, by, through or under any other proceeding. The term "mortgage," or any similar term, either herein or in the Lease shall be deemed to include the Mortgage as defined herein, and any amendments or addenda thereto. The term "landlord" shall include Landlord as defined herein and the successors, assigns and sublessees of Landlord, the term "tenant" shall include Tenant as defined herein and the successors, assigns and sublessees of Tenant, and this Agreement shall inure to the benefit of and be binding upon such successors and assigns. The term "lease" shall include the Lease and all amendments, addenda, extensions and renewals thereto.


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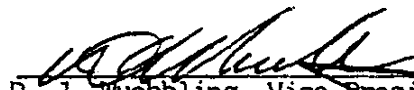
IN WITNESS WHEREOF, the parties hereto have hereunto caused this Agreement to be duly executed as of the day and year first above written.

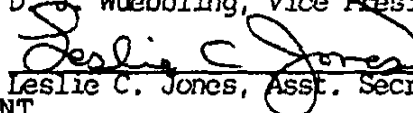
## MORTGAGEE

NATIONWIDE LIFE INSURANCE COMPANY

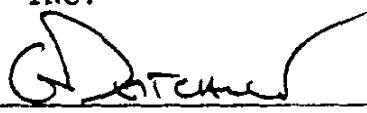
By:   
Title: VICE PRESIDENT  
ROBERT J. WOODWARD, JR.

THE WESTERN AND SOUTHERN LIFE INSURANCE COMPANY SWC

By:   
D. J. Wuebling, Vice President

By:   
Leslie C. Jones, Asst. Secretary  
TENANT

JERRICO, INC.

By:   
Gerald W. Deitchle  
Senior Vice President, Finance

Property of Cook County Clerk's Office

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## EXHIBIT A

### DEMISED PREMISES

A tract of land in the Southeast Quarter of the Southeast Quarter of Section 16, Township 36 North, Range 12 East of the Third Principal Meridian, described as follows: Commencing at the Southeast corner of said Section 16, thence North 0°11'55" West 971.75 feet along the East line of said Section 16; thence South 89°48'05" West 46 feet to the West right-of-way line of LaGrange Road for a place of beginning; thence South 0°11'55" East 167.80 feet along last said West line; thence South 89°48'05" West 2 feet to a point on curve; thence Southwesterly on a curve convex to the Southeast having a radius of 30 feet, an arc distance of 47.12 feet, a chord bearing of South 44°48'05" West to a point of tangent; thence South 89°48'05" West 138.62 feet to a point of curve; thence Northwesterly on a curve convex to the Southwest having a radius of 20 feet; an arc distance of 31.42 feet, a chord bearing of North 45°11'55" West to a point of tangent; thence North 0°11'05" West 157.80 feet to a point of curve; thence Northeasterly on a curve convex to the Northwest having a radius of 20 feet, an arc distance of 31.42 feet, a chord bearing of North 44°48'05" East to a point of tangent; thence North 89°48'05" East 170.62 feet to the West right-of-way line of LaGrange Road to the place of beginning; all in Cook County, Illinois.

DEPT-01 \$16.00  
T#1111 TRAN 0825 06/13/89 14:35:00  
#2129 # A \* 89-267953  
COOK COUNTY RECORDER

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STATE OF OHIO

COUNTY OF FRANKLIN

This instrument was acknowledged before me by Robert J. Woodward, Jr. in his capacity as Vice President of Nationwide Life Insurance Co., a OHIO corporation, on behalf of the corporation, this 22nd day of May, 1989

*Michael T. Stevens*

Notary Public  
Michael T. Stevens  
Notary Public, State of Ohio  
My Commission Expires January 6, 1990

My commission expires: \_\_\_\_\_

STATE OF OHIO

COUNTY OF Hamilton

This instrument was acknowledged before me by Leslie C. Jones, Asst. Secy. in their capacity as such officers of THE WESTERN AND SOUTHERN LIFE INSURANCE COMPANY, an Ohio corporation, on behalf of the corporation, this 26th day of May, 1989

D. J. Wuebbling,  
by Vice President and

*James W. Carpenter*

Notary Public  
JAMES W. CARPENTER  
NOTARY PUBLIC STATE OF OHIO  
LIFE LINE COMMISSION

STATE OF KENTUCKY

COUNTY OF FAYETTE

This instrument was acknowledged before me by Gerald W. Deitchle in his capacity as Senior Vice President, Finance of Jerrico, Inc., a Kentucky corporation, on behalf of the corporation, this 24th day of February, 1989.

*Linda L. Pring*  
Notary Public

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