

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 19 ____, by and between Hook-Superx, Inc. a Delaware corporation ("Tenant"), King Holding Company, (Landlord"), and New York Life Insurance Company ("Mortgagee").

W I T N E S S E T H:

WHEREAS, Tenant (or its predecessor) and Landlord (or its predecessor) have entered into a Lease and Lease Agreement both dated March 5, 1980, as modified by two (2) separate lease modification agreements ("Lease"), whereby Tenant leased from Landlord certain premises located in the City of Alcoa, County of Blount, State of Tennessee, the premises being more particularly described in Exhibit "A" attached to and made a part of this Agreement (the "Leased Premises"); and

WHEREAS, Landlord has made, executed and delivered to Mortgagee its Promissory Note (the "Note") dated _____ in the principal amount of Two Million Seven Hundred Thousand (\$2,700,000.00), the Note being secured by a Mortgage (the "Mortgage") of and affecting the Leased Premises and of even date with the Note, which Mortgage is filed of record in the office of _____, _____ County, _____ in _____ Book _____, Page _____ as Instrument or Document No. _____; and

WHEREAS, the Note is additionally secured by an Assignment of Leases and Rents (the "Assignment"), which Assignment is also filed of record in the office of _____, _____ County, _____ in _____ Book _____, Page _____ as Instrument or Document No. _____ by which the Lease was assigned by Landlord to Mortgagee; and

WHEREAS, Mortgagee is at this date the owner and holder of the Note secured by the Mortgage and Assignment,

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, Tenant, Landlord, and Mortgagee, intending to be legally bound, warrant, covenant and agree as follows:

1. Subordination, Non-disturbance and Attornment.

(a) Subject to and only in accordance with the terms of this Agreement Tenant's leasehold estate shall be and is hereby made subject and subordinate to the lien of the Mortgage, and to any renewals, extensions, modifications, or replacements thereof,

(b) As long as there is no uncured default by Tenant under the terms of the Lease, the right of possession of Tenant to the Leased Premises and the terms of the Lease shall not be affected or disturbed by Mortgagee in the exercise of its rights and remedies under the Note, the Mortgage, the Assignment, or any other document securing obligations due Mortgagee by Landlord ("Lease Documents") nor shall Tenant be made a party to any foreclosure proceeding to foreclose on the Mortgage;

(c) In no event shall Tenant become liable for payment of any amounts due from Landlord to Mortgagee under the Loan Documents, nor shall Tenant become liable for performance of any other obligation of Landlord under the terms of any such documents as a result of the subordination of the leasehold estate of Tenant to Mortgagee.

(d) The subordination of Tenant's leasehold estate to the lien of the Mortgage shall not subordinate in any way the

rights of Tenant under the terms of this Lease in and to any insurance proceeds payable by reason of a casualty loss. Such subordination shall not subordinate in any way any rights of Tenant for recovery of any sums due Tenant under the terms of the Lease as a result of an exercise of the power of eminent domain.

(e) In the event Mortgagee obtains title to the Leased Premises through foreclosure or deed in lieu of foreclosure under the Mortgage, Tenant and Mortgagee agree to be bound by the same terms and conditions of the Lease as though the Lease were between them, and Tenant will attorn to the Mortgagee, its successors or assigns, to the same extent and with the same effect as if Mortgagee were Tenant's original Landlord under the Lease, and Mortgagee shall be obligated to perform the terms and conditions of the Lease to the same extent and with the same effect as if Mortgagee were Tenant's original Landlord under the Lease;

(f) Mortgagee shall be entitled, but shall not be obligated, in the event of a default by Landlord under the Lease to remedy the default of the Landlord provided that Mortgagee promptly commences action to correct the default within 30 days and Mortgagee proceeds with due diligence and without interruption to complete the action necessary to cure the default;

(g) Mortgagee shall not, either by virtue of the Assignment or this Agreement, be or become subject to any liability or obligation under the Lease or otherwise until Mortgagee shall have acquired the interest of the Landlord in the Leased Premises, by foreclosure or otherwise, and then only to the extent of liabilities or obligations accruing subsequent to the date that Mortgagee has acquired the interest of the Landlord in the Leased

Premises, except for those liabilities or obligations of which Mortgagee had written notice prior to its acquisition of Landlord's interest;

(h) Tenant shall not pay any installment of monthly rent or any part thereof more than thirty (30) days prior to the due date of such installment. Nothing contained in this Agreement shall be construed as limiting Tenant's right to offset claims against the Landlord against rents as provided in the Lease. Tenant and Landlord agree that they will not, without the prior written consent of Mortgagee, which consent shall not be unreasonably withheld, enter into any amendment or modification of the Lease that would reduce the monthly rent or shorten the term of the Lease;

(i) Upon the giving of written notice to Tenant by Mortgagee pursuant to the Assignment, then the rentals due under the Lease shall be paid by Tenant to the Mortgagee, and Tenant shall pay to Mortgagee, or in accordance with the directions of Mortgagee, all rentals and other monies due or to become due to the Landlord under the Lease, and Landlord hereby expressly authorizes Tenant to make such payments to Mortgagee, or as directed by Mortgagee, and hereby releases and discharges Tenant of and from any liability to Landlord on account of any such payments; and

(j) Tenant agrees to give Mortgagee notice of a Landlord default under the Lease at the same time as Tenant gives notice to the Landlord. Default situations in which there is a reasonable probability of personal injury or property damage may be corrected by Tenant without notice to Mortgagee.

2. Notices. All notices required under this Agreement shall be deemed to be properly served if delivered in writing personally or sent by certified or registered mail with return receipt requested to Tenant at its office at 175 Tri-County Parkway, Cincinnati, Ohio 45246, Attention: Real Estate; to Landlord at King Holding Company, 261 Hannum Street, P O Box 307, Alcoa, TN 37701 and to Mortgagee at New York Life Insurance Company, 51 Madison Avenue, New York, NY 10010 or to any subsequent address which either may designate for such purpose. Date of service of a notice served by mail shall be the date on which such notice is deposited in a post office of the United States Post Office Department.

3. Binding Effect. This Agreement shall be binding upon and inure to the benefit of Tenant, Landlord, and Mortgagee, and their respective heirs, personal representatives, successors and assigns.

4. Miscellaneous. The captions appearing under the paragraph number designation of this Agreement are for convenience only and are not a part of this Agreement and do not in any way define, construe, limit or amplify the terms and provisions of this Agreement. Whenever the context so requires, the masculine shall include the feminine and neuter and the singular shall include the plural, and conversely. If any portion or portions of this above Agreement shall be held invalid or inoperative, then all of the remaining portions shall remain in full force and effect, and, so far as is reasonable and possible, effect shall be given to the intent manifested by the portion or portions held to be invalid or inoperative.

5. Recording. Landlord shall promptly record this Agreement and shall furnish the recording information to Tenant within 60 days from the date hereof.

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

WITNESSES:

Jeffery R. Baumgardner
Nancy C. Giffin

TENANT: HOOK-SUPERX, INC.
A Delaware corporation

BY: C. N. Ballsrud
ITS: Vice President-Properties

WITNESSES:

Luis Medina
Mary K. Stevens

LANDLORD: KING HOLDING COMPANY

BY: Harold G. King
ITS: President

WITNESSES:

MORTGAGEE: NEW YORK LIFE
INSURANCE COMPANY

BY: _____
ITS:

STATE OF OHIO
COUNTY OF HAMILTON

On this the 3rd day of February 19 93, before me,
Nancy C. Gilpin, the undersigned officer,
personally appeared C. N. Ballsrud, who acknowledged himself to
be the Vice President-Properties of Hook-SuperX, Inc., a Delaware
corporation and that he, as such officer, being authorized so to
do, executed the foregoing instrument for the purposes therein
contained, by signing the name of the corporation by himself as
such officer.

In witness whereof I hereunto set my hand and official seal.

Nancy C. Gilpin
Notary

My commission expires: NANCY C. GILPIN
Notary Public, State of Ohio
My Commission Expires June 2, 1995

(NOTARIAL SEAL)

STATE OF Tennessee
COUNTY OF Blount

On this the 22ND day of FEBRUARY 19 93, before me,
Sandra L. Beshaw, the undersigned officer,
personally appeared Harold G. King, who acknowledged himself to
be the President of King Holding Company and that he, as such
officer, being authorized so to do, executed the foregoing
instrument for the purposes therein contained, by signing the name
of the company by himself as such officer.

In witness whereof I hereunto set my hand and official seal.

Sandra L. Beshaw

My commission expires:
Feb. 12, 1995

(NOTARIAL SEAL)