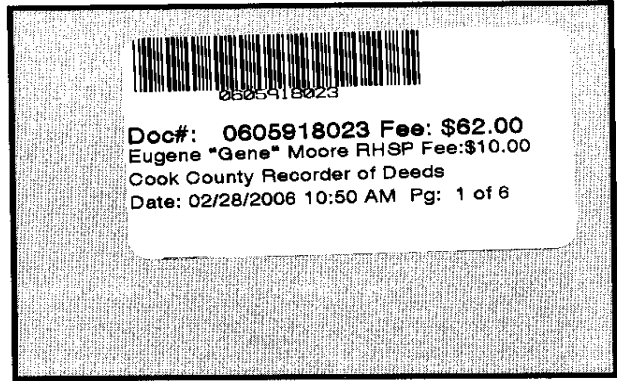


WHEN RECORDED MAIL TO:

Blockbuster Inc.
3000 Redbud Blvd,
McKinney, TX 75069
Attn: Tracy Brazeale, Lease Administrator

DEMISED PREMISES:

Blockbuster Inc. #17238
Chicago, Illinois



SHADED BOX FOR RECORDER'S USE

8297892 DZMS

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (the "Agreement") is made and entered into this 21st day of February, 2006, by and between **BLOCKBUSTER INC.**, a Delaware corporation (the "Tenant"), and **BROADWAY FESTIVAL, LLC**, an Illinois limited liability company (the "Landlord") and **BRIDGER COMMERCIAL FUNDING LLC**, a Missouri limited liability company (the "Lender").

RECITALS:

WHEREAS, Landlord executed a Lease dated as of January 16, 1989 in favor of Tenant, a memorandum of which may be recorded simultaneously herewith, covering a certain Demised Premises therein described located on a parcel of real estate, a legal description of which is attached hereto and incorporated herein by this reference as Exhibit "A" (said parcel of real estate and the Demised Premises being sometimes collectively referred to herein as the "Property"); and

WHEREAS, Landlord has executed a Mortgage (the "Mortgage") dated as of February 21, 2006, 2005, and recorded on Feb. 28, 2005, at Volume Document Page *, of the AS Cook Records of AS Cook County, State of ILLINOIS in favor of Lender, payable upon the terms and conditions described therein; and * 0605918021

WHEREAS, it is a condition to said loan that said Mortgage shall unconditionally be and remain at all times a lien or charge upon the Property, prior and superior to the Lease and to the leasehold estate created thereby; and

WHEREAS, the parties hereto desire to assure Tenant's possession and control of the Property under the Lease upon the terms and conditions therein contained;

NOW, THEREFORE, for and in consideration of the mutual covenants and premises herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed by the parties hereto, the parties hereto do hereby agree as follows:

AGREEMENT

1. The Lease is and shall be subject and subordinate to the Mortgage, and to all renewals, modifications, consolidations, replacements and extensions thereof, and to all future advances made thereunder.

UNOFFICIAL COPY

2. Should Lender become the owner of the Property, or should the Property be sold by reason of foreclosure, or other proceedings brought to enforce the Mortgage which encumbers the Property, or should the Property be transferred by deed in lieu of foreclosure, or should any portion of the Property be sold under a trustee's sale, the Lease shall continue in full force and effect as a direct lease between the then owner of the Property covered by the Mortgage and Tenant, upon, and subject to, all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining, including any extensions therein provided. Tenant does hereby agree to attorn to Lender or to any such owner as its landlord, and Lender hereby agrees that it will accept such attornment.

3. Notwithstanding any other provision of this Agreement, Lender shall not be (a) liable for any default of any landlord under the Lease (including Landlord), except that Lender agrees to cure any default of Landlord that is continuing as of the date Lender forecloses the Property within thirty (30) days from the date Tenant delivers written notice to Lender of such continuing default, unless such default is of such a nature to reasonably require more than thirty (30) days to cure and then Lender shall be permitted such additional time as is reasonably necessary to effect such cure, provided Lender diligently and continuously proceeds to cure such default; (b) subject to any offsets or defenses which have accrued prior to the date of foreclosure, unless Tenant shall have delivered to Lender written notice of the default which gave rise to such offset or defense and permitted Lender the same right to cure such default as permitted Landlord under the Lease; (c) bound by any Rent that Tenant may have paid under the Lease more than one month in advance; (d) bound by any amendment or modification of the Lease which reduces the term of the Lease or Tenant's monetary obligations thereunder hereafter made without Lender's prior written consent; (e) responsible for the return of any security deposit delivered to Landlord under the Lease and not subsequently received by Lender.

4. If Lender sends written notice to Tenant to direct its Rent payments under the Lease to Lender instead of Landlord, then Tenant agrees to follow the instructions set forth in such written instructions and deliver Rent payments to Lender; however, Landlord and Lender agree that Tenant shall be credited under the Lease for any Rent payments sent to Lender pursuant to such written notice.

5. All notices which may or are required to be sent under this Agreement shall be in writing and shall be sent by first-class certified U.S. mail, postage prepaid, return receipt requested, and sent to the party at the address appearing below or such other address as any party shall hereafter inform the other party by written notice given set forth above:

If to Tenant, then to:

Blockbuster Inc. # 17238
3000 Redbud Blvd.
McKinney, TX 75069
Attn: Area Lease Administrator

with a copy to:

Blockbuster Inc. # 17238
The Renaissance Tower
1201 Elm Street
Dallas, TX 75270
Attn: Real Estate Counsel
Law Department

If to Landlord, then to:

Broadway Festival, LLC
3730 W. Devon Avenue
Lincolnwood, Illinois 60712
Attn: Adesh Patel

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If to Lender, then to:

Bridger Commercial Funding LLC
100 Shoreline Highway
Building B, Suite 100
Mill Valley, CA 94941
Attn: Jessica Javier

All notices delivered as set forth above shall be deemed effective three (3) days from the date deposited in the U.S. Mail.

6. Said Mortgage shall not cover or encumber and shall not be construed as subjecting in any manner to the lien thereof any of Tenant's improvements or trade fixtures, furniture, equipment or other personal property at any time placed or installed in the Premises. In the event the Property or any part thereof shall be taken for public purposes by condemnation or transfer in lieu thereof or the same are damaged or destroyed, the rights of the parties to any condemnation award or insurance proceeds shall be determined and controlled by the applicable provisions of the Lease.

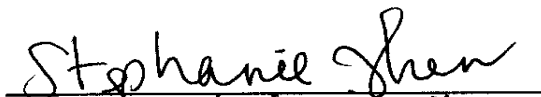
7. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors in interest, heirs and assigns and any subsequent owner of the Property secured by the Mortgage.

8. Should any action or proceeding be commenced to enforce any provisions of this Agreement or in connection with its meaning, the prevailing party in such action shall be awarded, in addition to any other relief it may obtain, its reasonable costs and expenses, not limited to taxable costs and reasonable attorney's fees.

9. Tenant shall not be joined as a party/defendant in any action or proceeding which may be instituted or taken by reason or under any default by Landlord in the performance of the terms, covenants, conditions and agreements set forth in the Mortgage.

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

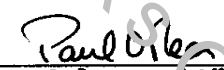
WITNESSES:


Print Name: Stephanie Allen


Print Name: _____

LENDER:

BRIDGER COMMERCIAL FUNDING LLC
a Missouri limited liability company

By: 
Name: PAULO LERA
Title: SVP


WITNESSES:


Print Name: Adesh Patel

Print Name: _____

LANDLORD:

BROADWAY FESTIVAL, LLC
an Illinois limited liability company

By: 
Name: Josal Patel
Title: Managing Member

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WITNESSES:

Mary Murphy
Print Name: Mary Murphy

M.A. Palmer
Print Name: Michael A. Palmer

TENANT:

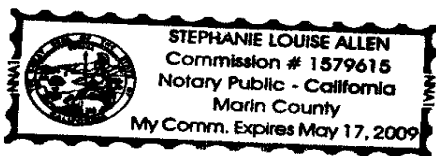
BLOCKBUSTER INC.,
a Delaware corporation

By: Kim Ellis
Kim Ellis
Senior Vice President

[Acknowledgment of Lender]

STATE OF California)
COUNTY OF Marin)

The foregoing instrument was acknowledged before me this 21ST day of February, 2008, by Paulo Bear, as Senior Vice President of BRIDGER COMMERCIAL FUNDING LLC, a Missouri limited liability company, on behalf of the limited liability company. He/she is personally known to me or has produced as identification and did/did not take an oath.



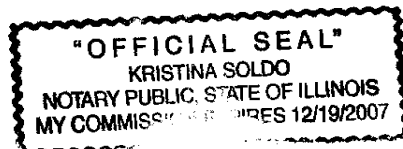
Stephanie Allen
Notary Public Signature
Printed/Typed Name: Stephanie Allen
Commission No.: 1579615
My commission expires: May 17, 2009

[Acknowledgment of Landlord]

STATE OF Illinois)
COUNTY OF Cook)

The foregoing instrument was acknowledged before me this 27 day of December, 2005, by Jesal Patel, as member of BROADWAY FESTIVAL, LLC, an Illinois limited liability company, on behalf of the limited liability company. He/she is personally known to me or has produced DL as identification and did/did not take an oath.

Kristina Soldo
Notary Public Signature
Printed/Typed Name: Kristina Soldo
Commission No.: _____
My commission expires: 12-19-07



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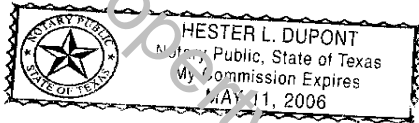
(Acknowledgment of Tenant)

STATE OF TEXAS)
)
COUNTY OF COLLIN)

The foregoing instrument was acknowledged before me this 10th day of November, 2005, by KIM ELLIS, SENIOR VICE PRESIDENT of BLOCKBUSTER INC., a Delaware corporation, on behalf of the corporation. He is personally known to me and did not take an oath.

Hester L. Dupont

Notary Public Signature _____
Printed/Typed Name: _____
Commission No.: _____
My commission expires: _____



Property of Cook County Clerk's Office

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EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1:

Lots 5 through 24, both inclusive, in Block 9 in Cochran's Third Addition to Edgewater in the East 1/2 of the Northwest 1/4 of Section 8, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax Number: 14-08-121-030 Volume: 477
(Affects Lots 5 through 10, both inclusive)

14-08-121-022
(Affects Lots 11 and 12)

14-08-121-023
(Affects Lot 13)

14-08-121-024
(Affects Lot 14)

14-08-121-025
(Affects Lots 15 and 16)

14-08-121-026
(Affects Lots 17, 18 and 19)

14-08-121-027
(Affects Lots 20 through 24, both inclusive)

aptn address

*5300-5322 N. Broadway
Chicago IL*

Property of Cook County Clerk's Office