

RECORDATION REQUESTED BY:

Crowley Barrett & Karaba, Ltd.
20 S. Clark Street, Suite 2310
Chicago, IL 60603-1806
Attention: Scott D.H. Redman.



Doc#: 0811334030 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/22/2008 09:42 AM Pg: 1 of 7

WHEN RECORDED MAIL TO:

Crowley Barrett & Karaba, Ltd.
20 S. Clark Street, Suite 2310
Chicago, IL 60603-1806
Attention: Scott D.H. Redman

THIS INSTRUMENT PREPARED BY:

Crowley Barrett & Karaba, Ltd.
20 S. Clark Street, Suite 2310
Chicago, IL 60603-1806
Attention: Scott D.H. Redman

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is made and entered into this 5th day of December, 2007, by and between UG PRAIRIE STONE, LP, an Illinois limited partnership ("Landlord"), FIRST BANK, a Missouri banking corporation ("Lender"), and TSA STORES, INC., a Delaware corporation ("Tenant").

RECITALS

WHEREAS, Tenant entered into that certain Shopping Center Lease effective July 19, 2007 with Landlord for retail premises ("Premises") in Prairie Stone Shopping Center ("Shopping Center"), constructed on that certain tract or parcel of land in the City of Hoffman Estates, County of Cook and State of Illinois, more particularly described in Exhibit A attached to this Agreement and incorporated herein by reference, which such Shopping Center Lease and all amendments and modifications thereto are hereinafter referred to as the "Lease"; and

WHEREAS, Landlord has assigned or will assign to Lender and Lender's successors and assigns, Landlord's interest in, to and under the Lease as a portion of the collateral security for a loan in the amount of \$15,400,000.00 made or to be made by Lender to Landlord and to be additionally secured by a senior, first priority lien mortgage ("Mortgage"); and

WHEREAS, Tenant desires to be assured of the continued use and occupancy of the Premises under the terms and conditions of the Lease.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the undersigned parties hereby agree as follows:

- 1. Tenant does hereby consent to the subordination of the Lease and Tenant's rights thereunder to the lien of the Mortgage; provided, however, that the consent and subordination will be contingent upon and subject to the condition that so long as Tenant is not in default, after receipt of any

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written notice required to be given under the Lease and the expiration of any applicable grace and/or curative period thereunder, in the performance of any of the terms of the Lease, Tenant's possession of the Premises and Tenant's rights and privileges under the Lease or any extensions or renewals thereof will not be disturbed, diminished or interfered with by Lender or by anyone claiming by, through or under Lender, whether by purchase at foreclosure, deed in lieu of foreclosure or otherwise.

2. In the event of a foreclosure sale under the Mortgage or deed in lieu thereof, Tenant will be bound to Lender or to any other purchaser at foreclosure or recipient of a deed in lieu of foreclosure (Lender or such other purchaser or recipient, a "Successor Landlord") under all of the terms of the Lease for the balance of the term thereof remaining, including any extensions or renewals thereof elected by Tenant with the same force and effect as if Successor Landlord were Landlord under the Lease, and Tenant hereby attorns to Successor Landlord as "Landlord" under the Lease, such attornment to be effective and self-operative without the execution of any further instrument. Notwithstanding anything to the contrary contained herein, Tenant will be under no obligation to pay rent to Successor Landlord until Tenant receives written notice from Successor Landlord that it has succeeded to the interest of "Landlord" under the Lease. Subject to the other provisions of this Agreement, the respective rights and obligations of Tenant and Successor Landlord upon such attornment will, to the extent of the then remaining balance of the term of the Lease, including, any extensions or renewals thereof elected by Tenant, be as set forth in the Lease.

3. In the event of a foreclosure sale under the Mortgage or deed in lieu thereof, Successor Landlord will be bound to Tenant under all the terms of the Lease and Tenant will, from and after such event, have the same remedies against Successor Landlord for the breach of any covenant contained in the Lease that Tenant might have had under the Lease against Landlord; provided, however, that Successor Landlord will not be:

(a) liable for any action or omission of any prior landlord, except with respect to any action or omission that constitutes a default in the performance of Landlord's obligations under the Lease which default continues (i) after Successor Landlord acquires title to Shopping Center, and (ii) beyond the cure period provided to the "Landlord" under the Lease, measured from the date on which notice of such default is given to Successor Landlord (unless possession of the Shopping Center is necessary to effect the cure, in which case Successor Landlord's cure period will be measured from the later of the date on which notice of such default is given to Successor Landlord or the date Successor Landlord or a receiver obtains sufficient possessory rights in the Shopping Center to effect the cure);

(b) subject to any credits, claims or setoffs which Tenant may have against any prior landlord, except for any credit, claim or setoff to which Tenant is expressly entitled under the Lease;

(c) bound by any rent which Tenant intentionally paid to a prior landlord more than 30 days in advance; or

(d) bound by any amendment of the Lease made subsequent to the date of this Agreement that reduces the rent or shortens the term (other than as expressly contemplated by the Lease, such as, for example, a rent reduction upon partial condemnation of the Premises), unless such amendment was made with Lender's written consent, which consent will not be unreasonably withheld or delayed and will be deemed given if no response is received within 10 days after request for consent is given to Lender.

4. If Lender enforces any assignment of rents clause contained in the Mortgage or in any other instrument securing the loan, Lender and Landlord will hold Tenant harmless from any claims arising out of Tenant's paying rent, as required under the Lease, to Lender or by complying with the assignment of rents clause or similar right.

5. Lender is hereby granted the right (but will have no obligation, except to the extent Lender becomes a Successor Landlord) to cure any default by Landlord under the Lease within the time period provided under the Lease for Landlord to cure the default, and Tenant agrees to accept performance of any of Landlord's obligations under the Lease from Lender. Tenant will use commercially reasonable

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efforts to notify Lender of any default by Landlord under the Lease at the time Tenant gives Landlord notice of such default.

6. Landlord represents to Tenant that any and all loans secured by the Shopping Center other than the Mortgage ("Prior Financing") have been paid in full and that Tenant has no further obligations under any agreement, including, without limitation, any subordination, non-disturbance and attornment agreement, previously signed by Tenant in connection with any Prior Financing.

7. The provisions of the Lease will govern the giving of any notice required or permitted to be given under this Agreement. Unless otherwise provided below or changed by notice, the addresses for notices to Landlord and Tenant will be as set forth in the Lease. Unless changed by notice, the address for notices to Lender will be as follows:

1625 Douglas Blvd., 2nd Floor, Roseville, California 95661

8. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest. This Agreement will inure to the benefit of and be binding upon the parties hereto, their successors and assigns, and any purchaser or purchasers at foreclosure of the Shopping Center and their respective heirs, personal representatives, successors and assigns.

9. This Agreement will be governed by and construed in accordance with the laws of the State of the location of the Premises.

10. The effective date of this Agreement will be the date of execution by the last party to sign this Agreement provided an executed copy of this Agreement is thereafter delivered to all other parties to this Agreement.

11. IN THE EVENT THIS AGREEMENT IS NOT FULLY EXECUTED BY ALL PARTIES HERETO WITHIN 45 DAYS OF THE EARLIEST DATE OF EXECUTION BY ANY PARTY HERETO AS SHOWN BELOW, THIS AGREEMENT WILL SELF-OPERATIVELY BECOME NULL AND VOID.

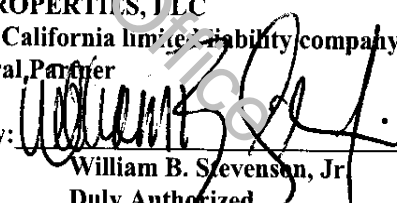
IN WITNESS WHEREOF, the parties hereto have executed and sealed this Agreement as of the day and year first above written.

LANDLORD.

UG PRAIRIE STONE LP
An Illinois limited partnership

By: **UG PROPERTIES, LLC**
A California limited liability company

Its: General Partner

By: 
William B. Stevenson, Jr.
Duly Authorized

Date of execution by Landlord: Dec. 12, 2007

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LENDER:

FIRST BANK

A Missouri banking corporation

By: *Denise Polini*
Name: Denise Polini
Title: SVP

Date of execution by Lender: Dec 15, 2007

TENANT:

TSA STORES, INC.,

a Delaware corporation

By: *Nesa E. Hassanein*
Name: Nesa E. Hassanein
Title: Executive Vice President

Date of execution by Tenant: Dec. 5, 2007

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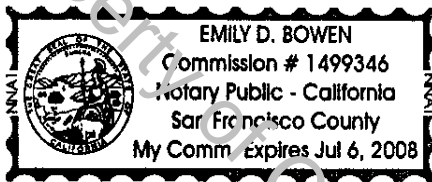
ACKNOWLEDGMENTS

LANDLORD

STATE OF California)
) ss.
COUNTY OF San Francisco)

On Dec. 12, 2007 before me, Emily Bowen
personally appeared William B. Stevenson, JR personally known to me or
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
signatures(s) on the instrument the persons(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Emily Bowen
Notary Public

My commission expires: 7/6/08

LENDER

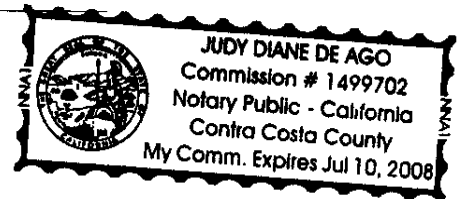
STATE OF California)
) ss.
COUNTY OF Contra Costa)

On January 31, 2008 before me, Judy Diane DeAgo
personally appeared Denise Ann Dodin personally known to me or
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
signatures(s) on the instrument the persons(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Judy Diane DeAgo
Notary Public

My commission expires: July 10, 2008



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TENANT

STATE OF Colorado
COUNTY OF Alamosa) ss.

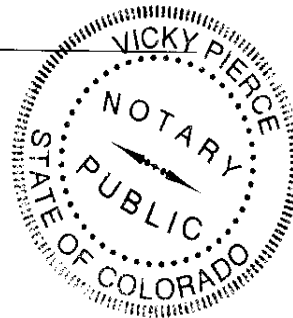
The foregoing instrument was acknowledged before me this 5th day of Dec.,
2007 by Nisa Nassar as
Executive Vice Pres of TSA Stores, Inc., a Delaware corporation.

WITNESS my hand and official seal.

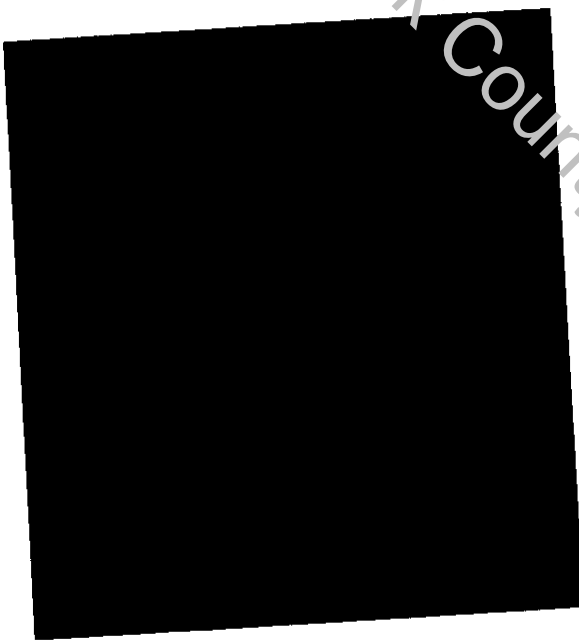
Vicky Pierce

Notary Public

My commission expires: 7/25/09



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Order Number: **NCS-305055-SF**

Page Number: 5

ALTA Commitment

Exhibit "A"

File No.: NCS-305055-SF

Legal Description:

LOT 6A IN FINAL PLAT OF RESUBDIVISION OF LOTS 5 AND 6 IN SEARS BUSINESS PARK AMENDED PLAT OF SUBDIVISION, BEING A RESUBDIVISION OF PART OF SECTIONS 32 AND 33, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 20, 2001 AS DOCUMENT NUMBER 0010323867, IN COOK COUNTY, ILLINOIS.

01-33-303-008
50 10. Columbine
Hoffman Estates

Cook County Clerk's Office