

WHEN RECORDED MAIL TO:

Blockbuster Inc.
8320 South Madison Street
Burr Ridge, IL 60521
Attn: Kathy Jemilo, Lease Administrator

DEMISED PREMISES:

Blockbuster Inc. #17283
4769 Cermak Road
Cicero, Illinois

724249
D2AEM 5074

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (the "Agreement") is made and entered into this 15th day of December, 1999, by and between BLOCKBUSTER INC., a Delaware corporation (the "Tenant") and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, not personally, but as Trustee under Trust Agreement dated May 26, 1987 and known as Trust No. 102624-00 (the "Landlord") and FIRST UNION NATIONAL BANK, a national banking association (the "Lender").

12/15/99

RECITALS:

WHEREAS, Landlord executed a Lease dated as of May 7, 1990 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 and Security Agreement (the "Mortgage") dated December 15, 1999 and recorded on 12-17-99, 1999 at Volume 5074, Page 1, of the Recorder's Records of COOK County, State of ILLINOIS in favor of Lender, payable upon the terms and conditions described therein; and document 09172711.

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.
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

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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 Landlord 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. #17283
The Renaissance Tower
1201 Elm Street
Dallas, TX 75270
Attn: Real Estate/Legal

with a copy to: Blockbuster Inc. #17283
8320 South Madison Street
Burr Ridge, IL 60521
Attn: Lease Administration

If to Landlord, then to: American National Bank and Trust Company of Chicago
c/o Hawthorne Partners
2000 York Road, Suite 100
Oak Brook, IL 60523
Attention: Donald L. Shoemaker

If to Lender, then to: First Union National Bank
One First Union Center DC6
301 South College Street
Charlotte, NC 28288
Attention: Barry P. Reiner
Real Estate Capital Markets Contract Finance

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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: Michelle Bullock


Print Name: Gregory F. Farnett

LENDER:

First Union National Bank,
a national banking association

By: 
Name: WILLIAM J. COHANE
Title: VICE PRESIDENT

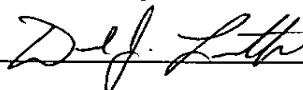
WITNESSES:

Attestation not required by American National
Bank and Trust Company of Chicago Bylaws
Print Name: _____

Attestation not required by American National
Bank and Trust Company of Chicago Bylaws
Print Name: _____

LANDLORD:

American National Bank and Trust
Company of Chicago, as Trustee

By: 
Name: David J. Lanciotti
Title: ASSISTANT VICE PRESIDENT

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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WITNESSES:

Judy L. Day
Print Name: Judy L. Day

Lindy D. D.
Print Name: Lindy D. D.

TENANT:

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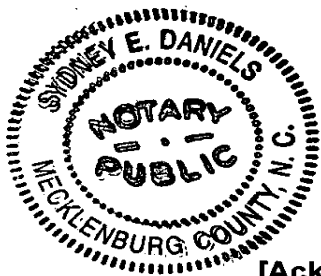
Blockbuster Inc.,
a Delaware corporation

By: [Signature]
Bruce P. Brown
Director of Real Estate Administration

[Acknowledgment of Lender]

STATE OF NORTH CAROLINA)
COUNTY OF MECKLENBURG)

The foregoing instrument was acknowledged before me this 14TH day of DECEMBER, 1999, by WILLIAM J. COHANE, as VICE PRESIDENT of FIRST UNION NATIONAL BANK, a national banking association, on behalf of the association. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

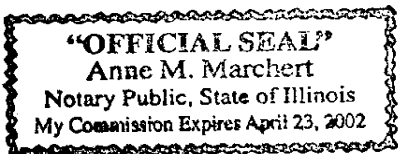


[Signature]
Notary Public Signature
Printed/Typed Name: SYDNEY E. DANIELS
Commission No.: _____
My commission expires: 18 FEB 04

[Acknowledgment of Landlord]

STATE OF Illinois)
COUNTY OF Cook)

The foregoing instrument was acknowledged before me this 15th day of December, 1999, by David J. Lanciotti, as ASSISTANT VICE PRESIDENT of AMERICAN NATIONAL BANKS AND TRUST COMPANY OF CHICAGO, as trustee, on behalf of the trust. He/she is personally known to me or has produced David J. Lanciotti as identification and did/did not take an oath.



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

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[Acknowledgment of Tenant]

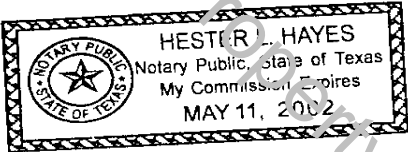
STATE OF TEXAS)
)
COUNTY OF COLLIN)

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The foregoing instrument was acknowledged before me this 23rd day of November, 1999, by BRUCE P. BROWN, DIRECTOR OF REAL ESTATE ADMINISTRATION 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. Hayes

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

see attached.

Property of Cook County Clerk's Office

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PARCEL 2:
THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF SOUTH CICERO AVENUE (BEING A LINE 33.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4) AND THE SOUTH LINE OF CERMAK ROAD (BEING A LINE 75.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST 1/4); THENCE SOUTH 89 DEGREES 42 MINUTES 07 SECONDS EAST, ALONG SAID SOUTH LINE OF WEST CERMAK ROAD 306.505 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE SOUTH 0 DEGREES 02 MINUTES 01 SECONDS EAST, ALONG A LINE DRAWN 306.50 FEET EAST OF AND PARALLEL WITH SAID EAST LINE OF SOUTH CICERO AVENUE, 194.10 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 59 SECONDS EAST, 188.00 FEET; THENCE NORTH 0 DEGREES 02 MINUTES 01 SECONDS WEST ALONG A LINE DRAWN 494.50 FEET EAST OF AND PARALLEL WITH SAID EAST LINE OF SOUTH CICERO AVENUE, A DISTANCE OF 193.02 FEET TO A POINT ON SAID SOUTH LINE OF WEST CERMAK ROAD; THENCE NORTH 89 DEGREES 42 MINUTES 07 SECONDS WEST, ALONG SAID SOUTH LINE, 188.005 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Area = 36,389.0 Sq. Ft.
= 0.8354 acres

Address: CermaK ROAD and Cicero Avenue,
Cicero,
ILLINOIS

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