

Prepared by TSA Stores, Inc.

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RECORDING REQUESTED BY:

Deana Washington



Doc#: 1128703038 Fee: \$52.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/14/2011 02:00 PM Pg: 1 of 9

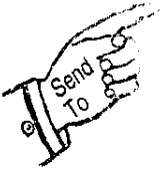
AFTER RECORDING, RETURN TO:

Symetra Life Insurance Company

Mortgage Loan Department – Loan #2441

P.O. Box 84066

Seattle, WA 98124-8466



SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT (this "Agreement") is made and entered into this 13 day of October, 2011, by and between Prairie Stone Crossing, LLC, a Florida limited liability company; Symetra Life Insurance Company, a Washington corporation ("Lender"); and TSA Stores, Inc., a Delaware corporation ("Tenant"), TSA Store No. 613.

RECITALS:

A. Tenant and Landlord are parties to that certain lease dated July 19, 2007, for retail premises ("Premises") in the Prairie Stone Crossing Shopping Center (the "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 lease and all its amendments and modifications thereto are hereinafter referred to as the "Lease"; and

B. 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 \$6,000,000.00 made or to be made by Lender to Landlord and to be additionally secured by a first lien mortgage or deed of trust (the "Mortgage"); and

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

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 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

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439109
MS
First American Title Order #

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interest of "Landlord" under the Lease. Subject to the provisions of Section 3 below, 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 afforded 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 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 notice 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:

If to Lender: Symetra Life Insurance Company
Mortgage Loan Department
P.O. Box 84066
Seattle, Washington 98124-8466
Loan Number 2441

* Document
Prepared by:
Maren Martson
Spits Authority
1050 W Hampden
Englewood, CO 80110

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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 60 DAYS OF THE EARLIEST DATE OF EXECUTION BY ANY PARTY HERETO AS SHOWN BELOW, THIS AGREEMENT WILL SELF-OPERATIVELY BECOME NULL AND VOID.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

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

LANDLORD

Prairie Stone Crossing, LLC,
a Florida limited liability company

By: DeBartolo Development, LLC, a
Delaware limited liability company,
Its Manager

By: _____
Name: EDWARD M. KOBEL
Title: PRESIDENT

ATTEST

By: Carolyn A. Kapuyzi
Name: CAROLYN A. RAJUZ
Title: CONTRACT ADMINISTRATOR

LENDER

Symetra Life Insurance Company,
a Washington corporation

By: _____
Name: Colin M. Erde
Title: Vice President

ATTEST

By: Deann M. Wash
Name: Deann M. Washington
Title: Loan Closer

TENANT

TSA STORES, INC.,
a Delaware corporation

By: _____
David Frieder
Vice President - Construction

ATTEST

By: _____
Name: _____
Title: _____

Approved by Legal Department
[Signature] 08/30/2011
Initials Date

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

LANDLORD

Prairie Stone Crossing, LLC,
a Florida limited liability company

By: DeBartolo Development, LLC, a
Delaware limited liability company,
Its Manager

By: _____
Name: _____
Title: _____

ATTEST

By: _____
Name: _____
Title: _____

LENDER

Symetra Life Insurance Company,
a Washington corporation


By: _____
Name: _____
Title: _____

ATTEST


By: _____
Name: _____
Title: _____

TENANT

TSA STORES, INC.,
a Delaware corporation

By:  _____
David Frieder
Vice President - Construction

ATTEST

By:  _____
Name: Michael Wright
Title: Property Manager

Approved by Legal Department
 _____ 08/30/2011
Initials Date

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ACKNOWLEDGMENTS

LANDLORD

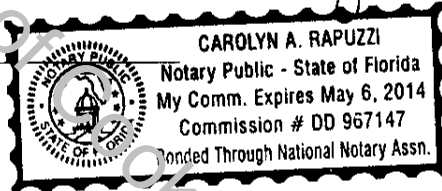
STATE OF FLORIDA)
) ss.
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 21st day of September, 2011 by EDWARD M. KOBEL as PRESIDENT and by _____ as _____ of DeBARTOLO Developmenta Delaware LLC.

WITNESS my hand and official seal.

Carolyn A. Rapuzzi
Notary Public

My commission expires: _____



LENDER

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2011 by _____ as _____ and by _____ as _____

See next page

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

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Lender

STATE OF WASHINGTON

ss.

COUNTY OF KING

I certify that I know or have satisfactory evidence that COLIN M. ELDER is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Vice President of Symetra Life Insurance Company, a Washington corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated this 14th day of October, 2011.

Alida Maria Estudillo
(Signature of Notary)

Alida Maria Estudillo
(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington,
residing at Bothell, WA

My appointment expires 07/28/2013



Property of Cook County Clerk's Office

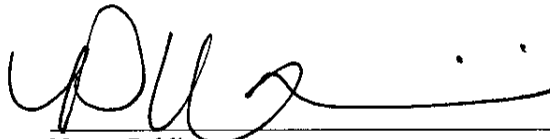
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TENANT

STATE OF COLORADO)
) ss.
 COUNTY OF ARAPAHOE)

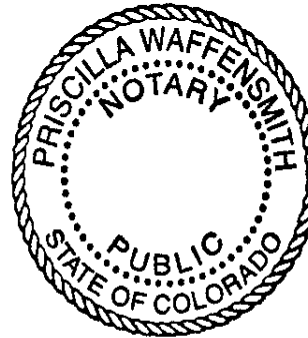
The foregoing instrument was acknowledged before me this 4th day of September, 2011 by David Frieder, Vice President - Construction and by Michael Cartwright as Property Manager of TSA Stores, Inc., a Delaware corporation.

WITNESS my hand and official seal.



 Notary Public

My commission expires: 6/30/2015



My Commission Expires 06/30/2015

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Exhibit A

LEGAL DESCRIPTION OF THE PROPERTY

Parcel 1:

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 0010323867, in Cook County, Illinois.

Parcel 2:

A non-exclusive easement for the benefit of Parcel 1 as created by Reciprocal Easement Agreement dated as of August 14, 2007 and recorded October 23, 2007 as document 0729615115, for the purpose of ingress and egress between Lot 2 and Lot 6A via the Access Points depicted on Exhibit "D" attached thereto.

PROPERTY ADDRESS: 4600, 4610, 4620, 4630, 4640, 4650, 4660, 4670, 4674, 4684 and 4700 Hoffman Boulevard, Hoffman Estates, IL 60192

PROPERTY TAX INDEX # 01-33-303-009-0000 & 01-33-303-010-0000