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Subordination and Nondisturbance Agreement

THIS AGREEMENT, made as of the 24th day of May, 1988, between The Travelers Companies having an office at One Tower Square; Hartford Connecticut 06183 ("Mortgagee"), holder of that certain mortgage set forth on Exhibit A annexed hereto (the "Mortgage") affecting premises located in The Landings Shopping Center and more fully described on Exhibit B annexed hereto (the "Premises") and TOYS "R" US, INC., a Delaware corporation having an office at 395 West Passaic Street, Rochelle Park, New Jersey 07662 ("Tenant"), tenant under a lease with Amalgamated Trust and Savings Bank, as Trustee under Trust Agreement dated June 21, 1984 and known as Trust No. 4951, as landlord, dated June 2, 1986 affecting a portion of the Premises (the "Lease").

Mortgagee and Tenant hereby agree as follows:.

1. Mortgagee hereby consents to and approves the Lease and agrees that the exercise by Tenant of any of the rights, remedies and options therein contained shall not constitute a default under the Mortgage.

2. The Lease and all of the terms, covenants and provisions thereof and all rights, remedies and options of Tenant thereunder are and shall at all times continue to be subject and subordinate in all respects to the Mortgage and to the lien thereof and to all renewals, modifications, spreaders, consolidations, replacements and extensions thereof and to all sums secured thereby, subject to the terms of this Agreement.

3. If any action or proceeding is commenced by Mortgagee for the foreclosure of the Mortgage and/or the sale of the

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Premises, or otherwise to enforce any rights under the Mortgage or the bond, note or other obligation secured thereby, Tenant shall not be named or joined as a party or otherwise therein, and the sale of Mortgagee's interest in the Premises in any such action or proceeding and the exercise by Mortgagee of any of its other rights under the Mortgage, shall be made subject to all rights of Tenant under the Lease and shall not affect or disturb the right of possession of Tenant to the leased portion of the Premises or any of the rights of Tenant under the Lease, provided that, at the time of any such sale or exercise of any such other rights, the Lease shall then be in full force and effect.

4. If Mortgagee shall become the owner of the Premises by reason of the foreclosure of the Mortgage or otherwise, or the Premises shall be sold as a result of any action or proceeding to foreclose the Mortgage, or if there is a transfer in ownership to the Premises by deed given in lieu of the foreclosure, the Lease shall continue in full force and effect, without the necessity of executing a new lease, as a direct lease between Tenant and Mortgagee, as "Landlord" under the Lease, upon all of the same terms, covenants and conditions as are then contained in the Lease.

5. In the event that Mortgagee shall, in its sole discretion, succeed to the interest of Landlord under the Lease, Mortgagee agrees to be bound to Tenant under all of the terms, covenants and conditions of the Lease, and upon written notice to Tenant by Mortgagee of Mortgagee's succession to the interest of Landlord, Tenant agrees, from and after such event, to attorn to Mortgagee and/or the purchaser at any foreclosure sale of the Real Estate, all rights and obligations under the Lease to continue as though the interest of Landlord had not terminated or such foreclosure proceedings had not been brought, and Tenant shall have the same remedies against Mortgagee for the breach of

an agreement contained in the Lease that Tenant might have had under the Lease against Landlord if Mortgagee had not succeeded to the interest of Landlord; provided, however, that Mortgagee shall not be liable for any act or omission of any prior landlord (including Landlord).

6. All condemnation awards and insurance proceeds paid or payable with respect to all or any part of the Premises shall be applied and paid in the manner set forth in the Lease.

7. Neither the Mortgage nor any other security instrument executed in connection therewith shall cover or be construed as subjecting in any manner to the lien thereof, any trade fixtures, signs or other personal property at any time furnished or installed by or for Tenant or its subtenants or licensees on the Premises regardless of the manner or mode of attachment thereof.

8. The foregoing provisions shall be self-operative; Tenant, however, agrees to execute and deliver to Mortgagee such other reasonable instruments as Mortgagee shall request in order to effectuate said provisions.

9. The term "Mortgagee" as used herein shall include the successors and assigns of Mortgagee and any person, party or entity which shall become the owner of the Premises by reason of a foreclosure of the Mortgage or the acceptance of a deed given in lieu of foreclosure or otherwise.

10. Any notices or communications given under this Agreement shall be in writing and shall be given by registered or certified mail, return receipt requested, postage prepaid, (a) if to Mortgagee, to the address of Mortgagee as hereinabove set forth or at such other address as Mortgagee may designate by

notice, or (b) if to Tenant, in duplicate, under separate cover, one copy to the attention of the President of Tenant, and one copy to the attention of the Senior Vice President - Real Estate of Tenant, both at the address of Tenant as hereinabove set forth or at such other address as Tenant may designate by notice.

11. This Agreement shall be binding upon and inure to the benefit of Mortgagee and Tenant and their respective successors and assigns.

IN WITNESS WHEREOF, Mortgagee and Tenant have duly executed this Agreement as of the date first above written.

ATTEST:

GEORGE J. LUSE ASSISTANT SECRETARY

MORTGAGEE: THE TRAVELERS INSURANCE COMPANY, A CONNECTICUT CORPORATION

By: RICHARD G. GRIFFITH REGIONAL VICE PRESIDENT

ATTEST:

Michael L. Tumolo
Assistant Secretary

TENANT:

TOYS "R" US, INC.

By: Michael Paul Miller
Senior Vice President -
Real Estate

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STATE OF

COUNTY OF

On this the day of , 19 , before, the undersigned officer, personally appeared and, who acknowledged themselves to be the , respectively, of a corporation and that they as such and , being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of said corporation by themselves as and .

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[SEAL]

Notary Public

STATE OF NEW JERSEY

COUNTY OF BERGEN

On this the 24th day of May, 1988, before me, the undersigned officer, personally appeared Michael Paul Miller and Michael L. Tumolo, who acknowledge themselves to be the Senior Vice President - Real Estate and Assistant Secretary, respectively, of TOYS "R" US, INC a Delaware corporation and that they as such and Senior Vice President - Real Estate and Assistant Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of said corporation by themselves as Senior Vice President - Real Estate and Assistant Secretary

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[SEAL]

Carolyn A. Donnelly
Notary Public

CAROLYN A. DONNELLY
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires May 26, 1992

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STATE OF ILLINOIS)
) ss. City of Oak Brook
COUNTY OF DU PAGE)

Before me, a Notary Public in and for said County and State, on this day, personally appeared Richard G. Griffith and Stanley J. Liss to me known to be the identical persons who subscribed the name of THE TRAVELERS INSURANCE COMPANY to the foregoing instrument as its Regional Vice President and Assistant Secretary, who, being by me duly sworn, did state that they are the Regional Vice President and Assistant Secretary of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed by them on behalf of said corporation by authority of its Board of Directors, and said Regional Vice President and Assistant Secretary acknowledged to me that they executed the same for the uses, purposes, and consideration therein set forth and in the capacity therein stated as their free and voluntary act and deed and as the free and voluntary act and deed of said corporation.

Given under my hand and seal of office this 7th day of June, 1988

Karen M. Stehle
NOTARY PUBLIC Karen M. Stehle
For the State of Illinois,
residing in Dupage County.

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EXHIBIT B

Description of Shopping Center

Lots 1 through 17, and Outlots A and B, being a part of The Landings Planned Unit Development, being a Subdivision of part of the Southwest 1/4 of Section 19, Township 36 North, Range 15 East of the Third Principal Meridian, in Cook County, Illinois, subject to that certain Declaration of Reciprocal Easements and Operating Covenants dated August 16, 1985, and recorded in Cook County, Illinois as Document No. 85149087.

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COOK COUNTY RECORDER

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