This Document Prepared By
and after Recording Return
To: Everett S. Ward
Sonnenschein Nath & Rosenthal
8000 Sears Tower
Chicago IL 60606-6404

Payless ShoeSource #3495
Jeffery Plaza
Chicago, Illinois

90465142

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT is dated the 15th day of August, 1990, and is made between The Aetna Casualty and Surety Company ("Mortgagee"), and Volume Shoe Corporation ("Tenant").

RECITALS:

(a) Tenant has entered into a certain lease ("Lease") dated May 30, 1990 with American National Bank U/T #101088-01 dated 1/5/87 as lessor ("Landlord"), covering certain premises known as Jeffrey Plaza and located in Space A-4 (the "Demised Premises"); and

(b) Mortgagee has agreed to make a mortgage loan in the amount of $ 9,400,000.00 (the "Mortgage") to the Landlord, secured by the Demised Premises, and the parties desire to set forth their agreement herein.

NOW, THEREFORE, in consideration of the Demised Premises and of the sum of ONE DOLLAR ($1.00) by each party in hand paid to the other, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Said Lease is ~~and shall be subject and~~ subordinate to the lien of the Mortgage insofar as it affects the real property of which the Demised Premises form a part, and to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of amounts secured thereby and interest thereon; (1)

2. Tenant agrees that it will attorn to and recognize any purchaser at a foreclosure sale under the Mortgage, any transferee who acquires the Demised Premises by deed in lieu of foreclosure, and the successors and assigns of such purchaser(s), as its landlord for the unexpired balance (and any extensions, if exercised) of the term of said Lease upon the same terms and conditions set forth in said Lease; (2)

3. If it becomes necessary to foreclose the Mortgage, Mortgagee will not terminate said Lease nor join Tenant in summary or foreclosure proceedings so long as Tenant is not in default under any of the terms, covenants, or conditions of said Lease. (3)

4. If Mortgagee succeeds to the interest of Landlord under the Lease, Mortgagee shall not be:

a. liable for any act or omission of any prior landlord (including Landlord); (4) or

b. liable for the return of any security deposit; or

c. subject to any offsets or defenses which Tenant might have against any prior landlord (including Landlord); or (4)

d. bound by any rent or additional rent which Tenant might have paid for more than the current month to any prior landlord (including Landlord); or

~~e. bound by any amendment or modification of the Lease made without its consent.~~

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(1), (2), (3) and (4) -- see following page 1A.

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(1) provided, however, as a condition to this subordination, so long as no default exists under the Lease on the part of Tenant after the expiration of all applicable grace periods provided with respect thereto under the terms of the Lease, Tenant's tenancy and its rights under the terms and conditions of the Lease shall not be disturbed, nor shall the Lease be affected by any default under such Mortgage and any successor to the Landlord named in the Lease shall be bound by the obligations of its predecessor (but any and all such renewals, modifications, consolidations, replacements and extensions thereof, shall be subject to and entitled to the benefit of this Agreement). In the event of foreclosure or enforcement of the Mortgage or any other such security instrument, the rights of Tenant under the Lease shall survive and the Lease shall in all respects continue in full force and effect.

(2) , provided any such purchaser recognizes all of Tenant's rights under the Lease.

(3) , beyond any applicable period for cure,

(4) that is not then continuing, provided Tenant shall not be precluded from exercising any rights given to Tenant under the Lease including, but not limited to, the right to terminate and self-help remedies with offsets.

5. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.

6. Tenant agrees to give Mortgagee, by registered mail, a copy of any notice of default served upon the Landlord, provided that prior to such notice Tenant has been notified in writing, (by way of Notice of Assignment of Rents and Leases, or otherwise) of the address of such Mortgagee. (1) ~~Tenant further agrees that if Landlord shall have failed to cure such default within the~~ time provided for in this Lease, then the Mortgagee shall have an additional sixty ~~(60) days~~ within which to cure such default or if such default cannot be cured within ~~that time~~, then such additional time as may be necessary to cure such default shall ~~be granted~~ if within such sixty (60) days Mortgagee has commenced and is ~~diligently~~ pursuing the remedies necessary to cure such default (including, but not ~~limited to,~~ commencement of foreclosure proceedings, if necessary to effect such cure~~), in which~~ event the Lease shall not be terminated while such remedies are being so ~~diligently pursued.~~

(2) IN WITNESS WHEREOF, the parties hereto have executed these presents as of the day and year first above written.

September 18, 1990
Date

Mortgagee: _____

By: [signature]
Its:

Address: c/o Ætna Realty Investors, Inc.
CityPlace
Hartford, CT 06156

August 28, 1990
Date

Tenant: Volume Shoe Corporation

By: [signature]
Its: Assistant Secretary

REVIEWED

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1990 SEP 25 AM 11: 10

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(1) and (2) -- see following page 2A.

(1) provided, however, failure to give such notice to Mortgagee shall in no way whatsoever alter or affect Tenant's rights and remedies for any defaults by Landlord under the Lease; and shall not subject Tenant to any claim(s) by Mortgagee. Tenant agrees that Mortgagee shall have the right to cure Landlord's default, provided, however, notwithstanding anything herein to the contrary, Mortgagee shall have no greater period of time than that given to Landlord under the Lease to cure any such default and if Landlord shall have used any part of such time allowed, Mortgagee shall not have the benefit of any such time used by Landlord unless otherwise agreed to in writing between Tenant and Mortgagee.

(2) 7. This Agreement shall in no way whatsoever be considered, construed, or interpreted as a modification or amendment of the Lease. This Agreement shall be considered a contract separate and apart from the Lease and enforceable in accordance with its terms.

8. Mortgagee hereby agrees and acknowledges that notwithstanding anything to the contrary contained in this Agreement, there shall be absolutely no personal liability on any person(s) executing this Agreement on behalf of Tenant with respect to any of the terms, covenants, conditions, or any other provisions of this Agreement; and that said exculpation of personal liability is absolute and without any exception whatsoever.

9. Mortgagee hereby agrees and acknowledges that with regard to any liability for the fulfillment or nonfulfillment of any of the terms, covenants, conditions, or any other provisions of this Agreement, or for any action or proceeding that may be taken by the Mortgagee against Tenant, that the Mortgagee, its successors and assigns, shall look solely to Tenant's interest in the leasehold estate identified herein for satisfaction of each and every remedy of the Mortgagee, its successors and assigns, in the event of any default by Tenant or other matter arising in any manner with regard to this Agreement.

10. Notwithstanding anything to the contrary contained herein, this Agreement is subject to and contingent upon receipt by Volume Shoe Corporation of a fully executed copy of this Agreement by no later than September 30, 1990.

(FOR TENANT)

STATE OF KANSAS)
) ss:
COUNTY OF SHAWNEE)

On this 28th day of August, 1990, before me, the undersigned, Terri L. McCune, a Notary Public in and for the County and State aforesaid, came LuAnn C. Dixon, Assistant Secretary of Volume Shoe Corporation, a Missouri corporation, who is personally known to me to be the same person who executed the foregoing document as Assistant Secretary of Volume Shoe Corporation and on behalf of Volume Shoe Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

TERRI L. McCUNE
NOTARY PUBLIC
STATE OF KANSAS
MY COMM. EXPIRES 2-11-91

Terri L. McCune
Notary Public

My Commission expires: February 11, 1991

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Loan No. 1-002-819

EXHIBIT A

Legal Description of Property

PARCEL 1:
THE WEST 74.14 FEET OF LOT 7, LOTS 8 AND 9 (EXCEPT THE NORTH 22 FEET OF SAID LOTS 7, 8 AND 9), THE NORTH 67 FEET AND THE SOUTH 100 FEET OF LOT 11, LOTS 12 AND 13 AND LOT 16 (EXCEPT THE EAST 32 FEET THEREOF AND EXCEPT THE WEST 7.67 FEET OF SAID LOT 16) ALL IN BLOCK 2 IN STAVE AND KLEMM'S SUBDIVISION OF THE NORTH EAST 1/4 OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:
LOTS 11 TO 20, BOTH INCLUSIVE, (EXCEPT THE NORTH 22 FEET OF LOTS 11 AND 16), IN CARL LUNDAHL'S RESUBDIVISION OF LOTS 5 AND 6 AND LOT 7 (EXCEPT THE WEST 74.14 FEET THEREOF) IN BLOCK 2 IN STAVE AND KLEMM'S SUBDIVISION OF THE NORTH EAST 1/4 OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THE VACATED 8 FOOT WIDE NORTH-SOUTH ALLEY LYING WEST OF AND ADJOINING LOTS 11 TO 15 AFORESAID AND ALL OF VACATED CLYDE AVENUE LYING EAST OF AND ADJOINING LOTS 11 TO 15, LYING WEST OF AND ADJOINING LOTS 16 TO 20 AFORESAID, LYING NORTH OF A LINE EXTENDED FROM THE SOUTH EAST CORNER OF SAID LOT 15 TO THE SOUTH WEST CORNER OF SAID LOT 20, AND LYING SOUTH OF A LINE EXTENDED FROM A POINT ON THE EAST LINE OF SAID LOT 11, 22 FEET SOUTH OF THE NORTH EAST CORNER THEREOF, TO A POINT ON THE WEST LINE OF SAID LOT 16, 22 FEET SOUTH OF THE NORTH WEST CORNER THEREOF, IN COOK COUNTY, ILLINOIS

PARCEL 3:
LOTS 1 TO 7, BOTH INCLUSIVE, IN E. T. HENDEE'S RESUBDIVISION OF LOTS 14, 15 AND THE WEST 7.67 FEET OF LOT 16 IN BLOCK 2 IN STAVE AND KLEMM'S SUBDIVISION OF THE NORTH EAST 1/4 OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THE VACATED 16 FOOT WIDE NORTH-SOUTH ALLEY LYING WEST OF AND ADJOINING LOTS 1 TO 5 AFORESAID AND ALL OF VACATED CLYDE AVENUE LYING EAST OF AND ADJOINING SAID LOTS 1 TO 5 AND LYING SOUTH OF THE NORTH LINE OF LOT 5 EXTENDED EAST AND LYING NORTH OF THE SOUTH LINE OF LOT 1 EXTENDED EAST, IN COOK COUNTY, ILLINOIS

PARCEL 4:
NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS APPURTENANT TO AND FOR THE BENEFIT OF PARCELS 1, 2 AND 3, TAKEN AS A TRACT, OVER, ACROSS AND UPON THE SOUTH 20 FEET OF LOT 10 IN BLOCK 2 IN STAVE AND KLEMM'S SUBDIVISION OF THE NORTH EAST 1/4 OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AND ALSO, A NON-EXCLUSIVE EASEMENT FOR PARKING PURPOSES APPURTENANT TO AND FOR THE BENEFIT OF SAID PARCELS 1, 2 AND 3, TAKEN AS A TRACT, OVER THOSE PORTIONS OF LOT 10 (EXCEPT THE NORTH 22 FEET THEREOF) IN BLOCK 2 IN STAVE AND KLEMM'S SUBDIVISION, AFORESAID, CONSTRUCTED FOR THE PURPOSE OF PARKING MOTOR VEHICLES, AS CREATED BY RECIPROCAL GRANT OF EASEMENTS AGREEMENT DATED FEBRUARY 23, 1989 AND RECORDED JUNE 29, 1989 AS DOCUMENT 89298743 AND FILED JUNE 29, 1989 AS DOCUMENT LR 3805916 FOR A TERM OF YEARS ENDING FEBRUARY 28, 2029.

20-25-200-002, 20-25-200-003, 20-25-200-006, 20-25-200-007, 20-25-200-008, 20-25-200-009, 20-25-200-013, 20-25-200-015, 20-25-200-016, 20-25-200-017, 20-25-200-019, 20-25-200-020, 20-25-200-021, 20-25-200-022, 20-25-200-023, 20-25-200-024, 20-25-200-029, 20-25-200-031-8001, 20-25-200-031-8002, 20-25-200-032, 20-25-200-033, 20-25-201-001, 20-25-201-002, 20-25-201-003, 20-25-201-004 AND 20-25-201-033.

Address of Property:
71st and Jeffrey
Chicago, Illinois

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STATE OF Connecticut)
COUNTY OF Hartford) ss.
)

On this 18th day of September, 1990, before me, Lisa B. Rich the undersigned officer, personally appeared Charles S. Chamberlin, who acknowledged himself to be the ASSISTANT VICE PRESIDENT of The Aetna Casualty and Surety Co., a corporation, and that he, as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained as their and his free act and deed, by signing the name of the corporation by himself as ASSISTANT VICE PRESIDENT.

In witness whereof I hereunto set my hand.

Lisa B. Rich