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**NON-DISTURBANCE,
ATTORNMENT AND
SUBORDINATION
AGREEMENT**

DEPT-08 RECORDING \$43.50
T#0003: TRAN 4166 09/19/95 15:39:00
#6399 J.J. *-95-631898
COOK COUNTY RECORDER

Above Space for Recorder's Use Only

SUPER CROWN BOOKS CORPORATION ("Tenant") is about to execute a Lease ("Lease") with ORIX TMK NORTHBROOK VENTURE II ("Landlord") of the premises described in Schedule A attached hereto. ORIX REAL ESTATE EQUITIES, INC. ("Lienholder") has caused to be recorded a Deed of Trust or Mortgage ("Instrument") on March 1, 1995 as Instrument No. 95143255 in the official records of the County of Cook, State of Illinois, on said Premises. Tenant and Lienholder desire hereby to establish certain rights, safeguards, obligations and priorities with respect to their respective interest by means of this Non-Disturbance, Attornment and Subordination Agreement ("Agreement").

Now Therefore, the parties hereto covenant and agree as follows:

1. Provided the Lease is in full force and effect and there are no defaults thereunder after the expiration of any applicable cure periods, then:

(a) The right of possession of Tenant to the Premises and the Tenant's rights arising out of the Lease shall not be affected or disturbed by the Lienholder in the exercise of any of its rights under the Instrument or any document executed in connection therewith, including but not limited to an assignment of rents.

(b) In the event the Lienholder or any other person acquires title to the Premises pursuant to the exercise of any remedy provided for in the Instrument or under the law of the state in which the Premises are located, or in the event the Lienholder or any successor in interest to the Lienholder becomes a mortgagee in possession of the Premises, (i) the Lease shall not be terminated or affected by said foreclosure or sale resulting from any such proceeding, and the Lienholder hereby

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covenants that any sale by it of the Premises pursuant to the exercise of any rights and remedies under the Instrument or otherwise, shall be made subject to the Lease and the rights of the Tenant thereunder; (ii) the Tenant covenants and agrees to attorn to the Lienholder or such person as its new landlord, and (iii) the Lease shall continue in full force and effect as a direct lease between Tenant and Lienholder, or such other person upon all the terms, covenants, conditions and agreements set forth in the Lease. However, in no event shall Lienholder or such other person be bound by any payment of Rent made by the Lessee to the Lessor more than thirty (30) days prior to the date such Rent was due and payable under the Lease.

Notwithstanding the foregoing, the rights and obligations of Tenant and Lienholder, respectively, upon such attornment shall, to the extent of the then remaining balance of the term of the Lease, including any renewals or extensions thereof, be the same as now set forth in the Lease, and by this reference the Lease is incorporated herein as a part of this Agreement.

2. The Lease shall be subject and subordinate to the lien of the Instrument and to all the terms, conditions and provisions thereof, to all advances made or to be made thereunder, and to any renewals, extensions, modifications or replacements thereof, not inconsistent with Paragraph 1 of this Agreement.

3. The provisions of this Agreement shall be self operative and effective without the execution of any further instruments on the part of either party hereto.

4. This Agreement may not be modified other than by an agreement in writing signed by the parties hereto or by their respective successors in interest.

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

6. This Agreement shall take effect upon its execution by all of the parties hereto, and upon the full execution of the Lease.

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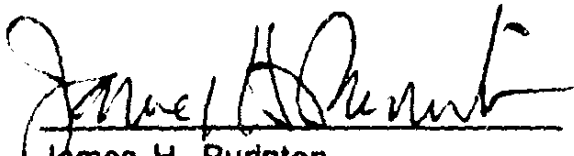
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 18th day of September, 1995

LIENHOLDER


ORIX Real Estate Equities, Inc.,
a Delaware corporation

By: 
James H. Purinton
Executive Vice-President

LANDLORD

ORIX TMK Northbrook Venture II,
an Illinois general partnership

By: **ORIX Skokie, Inc.,** an Illinois
corporation, its general partner

By: 
James H. Purinton
Executive Vice-President

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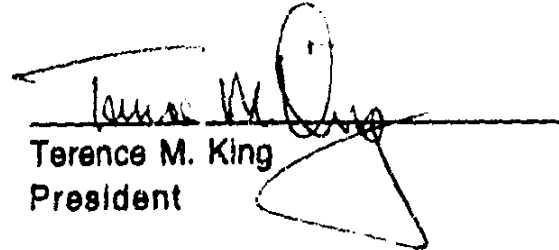
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and

By: TMK Development of Northbrook II, Inc.,
an Illinois corporation, its general
partner

By:


Terence M. King
President

TENANT

SUPER CROWN BOOKS CORPORATION
a Delaware corporation

By:


Steve Stevens
Chief Operating Officer

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LIENHOLDER ACKNOWLEDGEMENT

STATE OF Illinois)

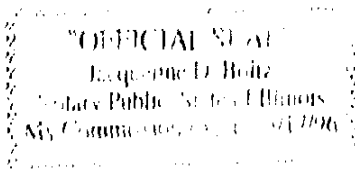
) SS.

COUNTY OF Cook)

I, a Notary Public in and for the county and state, certify that James H. Purinton, personally known to me to be the Executive Vice-President of ORIX Real Estate Equities, Inc., the corporation that executed the within instrument and known to me to be the same person whose name is subscribed to the foregoing instrument on behalf of the corporation herein named, appeared before me this day in person, and acknowledged that he signed, sealed and delivered said instrument in his officer capacity on behalf of the corporation.

Given under my hand and official seal, this 18th day of September, 1995.

Commission expires 3/17, 1996



Jacqueline D. Holtz

Notary Public

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STATE OF Illinois)

) SS.

COUNTY OF Cook)

I, a Notary Public in and for the county and state, certify that Terence M. King, personally known to me to be the President of TMK Development of Northbrook II, Inc., the corporation that executed the within instrument and known to me to be the same person whose name is subscribed to the foregoing instrument on behalf of the corporation herein named, appeared before me this day in person, and acknowledged that he signed, sealed and delivered said instrument in his officer capacity on behalf of the corporation.

Given under my hand and official seal, this 18th day of September, 1995

Commission expires 3-17, 1996

"OFFICIAL SEAL"
Jacqueline D. Boltz
Notary Public, State of Illinois
My Commission Expires 3/17/96


Notary Public

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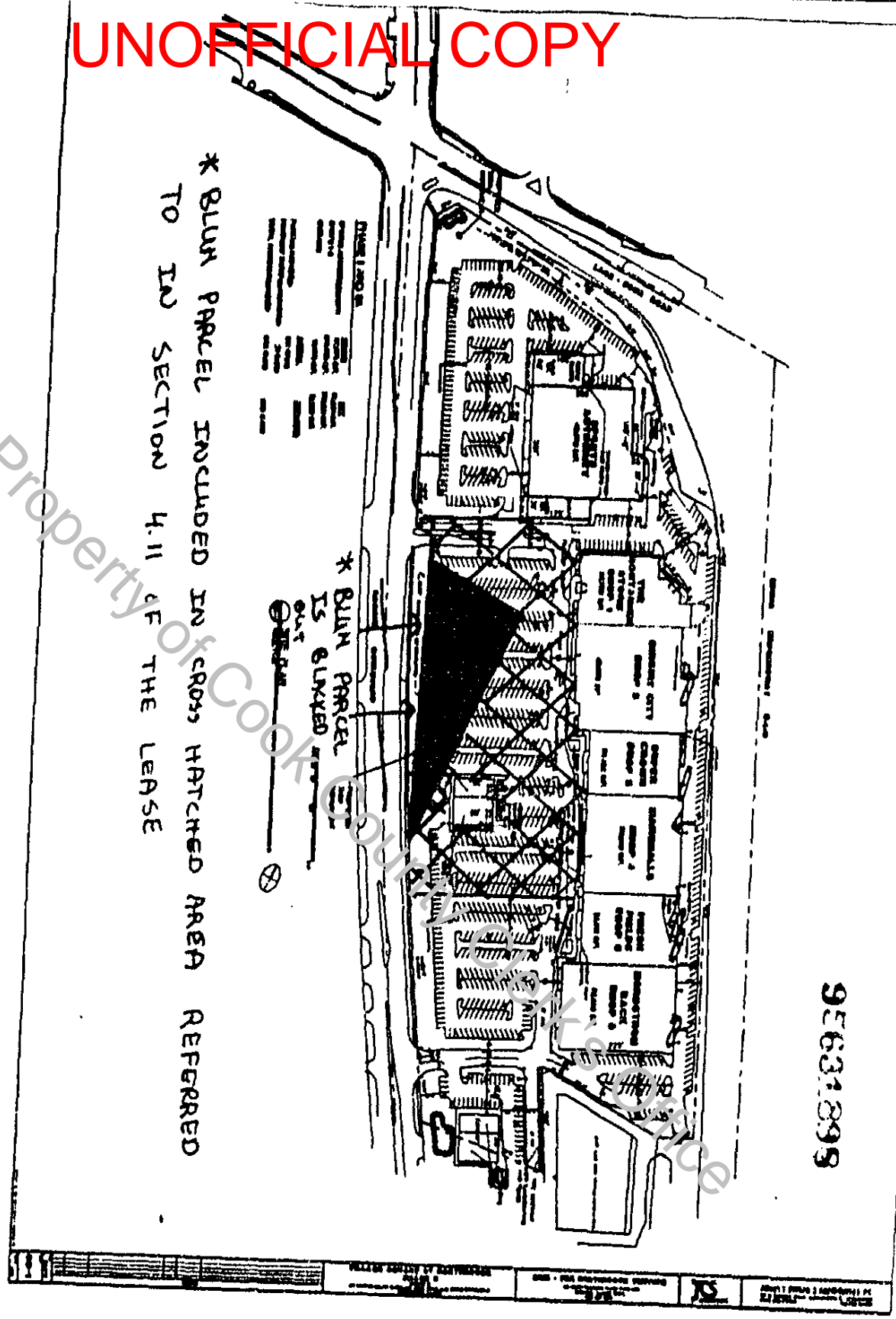
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* BLUM PARCEL INCLUDED IN CROSS HATCHED AREA REFERRED TO IN SECTION 4.11 OF THE LEASE

CHANGELAND NO.	AREA	AREA	AREA
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2
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* BLUM PARCEL IS LINKED TO CHANGELAND NO. 10



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PLOT PLAN

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SUBDIVISION DESCRIPTION

LOT 3 AND PART OF LOT 2 IN DAGGITT'S SUBDIVISION, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 21, 1959 AS DOCUMENT 17544757, AND ALSO OF GOVERNMENT LOT 2 OF THE NORTHEAST QUARTER OF SECTION 2 AFORESAID, AND ALSO OF MANUS NORTH SHORE TERRACE SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 2 AFORESAID, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 25, 1924 AS DOCUMENT NO. 8384730, AND ALSO OF VACATED STREETS AND ALLEYS LYING EAST OF SKOKIE HIGHWAY IN THE NORTHWEST QUARTER OF SECTION 2 AFORESAID, ALL IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 2 AFORESAID; THENCE ON AN ASSUMED BEARING OF NORTH 89 DEGREES 53 MINUTES 35 SECONDS WEST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 578.44 FEET TO A POINT ON THE EASTERLY LINE OF SKOKIE HIGHWAY AS DEDICATED PER DOCUMENT 10825100; THENCE SOUTH 26 DEGREES 01 MINUTES 20 SECONDS EAST ALONG SAID EASTERLY LINE 55.69 FEET TO THE SOUTH LINE OF THE NORTH 50.00 FEET OF THE NORTHWEST QUARTER OF SECTION 2 AFORESAID; THENCE SOUTH 89 DEGREES 53 MINUTES 35 SECONDS EAST ALONG SAID SOUTH LINE, 40.00 FEET TO A POINT ON THE SOUTH LINE OF LAKE-COOK ROAD PER CASE NO. 71L11926 TO THE POINT OF BEGINNING; THENCE SOUTH 87 DEGREES 04 MINUTES 49 SECONDS EAST ALONG SAID SOUTH LINE, 235.55 FEET; THENCE CONTINUING ALONG SAID SOUTH LINE, SOUTH 83 DEGREES 17 MINUTES 52 SECONDS EAST, 247.67 FEET TO A POINT ON THE WEST LINE OF VACATED ATLANTIC AVENUE; THENCE SOUTH 32 DEGREES 20 MINUTES 36 SECONDS EAST, 61.87 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 2 WHICH IS 142.21 FEET SOUTH OF THE NORTHEAST CORNER THEREOF; THENCE SOUTH 44 DEGREES 26 MINUTES 05 SECONDS EAST, 221.11 FEET; THENCE SOUTH 89 DEGREES 51 MINUTES 26 SECONDS EAST, 71.81 FEET TO A POINT ON THE EASTERLY LINE OF VACATED DENNIS DRIVE, BEING A 565.08 FOOT RADIUS CURVE, THE CENTER OF CIRCLE OF SAID CURVE BEARS SOUTH 49 DEGREES 38 MINUTES 37 SECONDS WEST FROM SAID POINT; THENCE SOUTHEASTERLY ALONG SAID EASTERLY LINE AND CURVE, CENTRAL ANGLE 15 DEGREES 17 MINUTES 32 SECONDS, 150.82 FEET; THENCE CONTINUING ALONG SAID EASTERLY LINE, SOUTH 26 DEGREES 32 MINUTES 22 SECONDS EAST, 327.31 FEET; THENCE CONTINUING ALONG SAID EASTERLY LINE, SOUTH 26 DEGREES 42 MINUTES 24 SECONDS EAST, 657.64 FEET; THENCE SOUTH 63 DEGREES 45 MINUTES 22 SECONDS WEST, 68.61 FEET TO A POINT ON THE SOUTH LINE OF GOVERNMENT LOT 2 AFORESAID; THENCE NORTH 89 DEGREES 47 MINUTES 25 SECONDS WEST ALONG SAID SOUTH LINE 262.30 FEET TO THE NORTHEAST CORNER OF LOT 3 IN DAGGITT'S SUBDIVISION AFORESAID; THENCE SOUTH 30 DEGREES 36 MINUTES 57 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 3, A DISTANCE OF 192.22 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 56 DEGREES 51 MINUTES 58 SECONDS WEST AT RIGHT ANGLES TO THE EASTERLY LINE OF SKOKIE HIGHWAY AFORESAID A DISTANCE OF 236.23 FEET TO SAID EASTERLY LINE; THENCE NORTH 33 DEGREES 08 MINUTES 02 SECONDS WEST ALONG THE EASTERLY LINE OF SKOKIE HIGHWAY, 276.74 FEET TO A POINT ON A 8135.16 FOOT RADIUS CURVE, THE CENTER OF CIRCLE OF SAID CURVE BEARS NORTH 56 DEGREES 51 MINUTES 58 SECONDS EAST FROM SAID POINT; THENCE CONTINUING NORTHWESTERLY ALONG THE EASTERLY LINE OF SKOKIE HIGHWAY, BEING A TANGENTIAL CURVE CONCAVE TO THE EAST, RADIUS 8135.16 FEET, CENTRAL ANGLE 05 DEGREES 41 MINUTES 57 SECONDS, 809.18 FEET TO THE SOUTH LINE OF VACATED NEW HAMPSHIRE AVENUE; THENCE SOUTH 89 DEGREES 49 MINUTES 17 SECONDS EAST ALONG SAID SOUTH LINE, 33.87 FEET TO THE EASTERLY LINE OF THE SOUTH HALF OF NEW HAMPSHIRE AVENUE AS VACATED PER DOCUMENT NO. 93110018 RECORDED FEB. 10, 1993, BEING ALSO A POINT ON A 8105.16 FOOT RADIUS CURVE 30.00 NORTHEASTERLY OF AND CONCENTRIC WITH THE EASTERLY LINE OF SKOKIE HIGHWAY AFORESAID; THENCE NORTHWESTERLY ALONG SAID CURVE, CENTRAL ANGLE 00 DEGREES 15 MINUTES 48 SECONDS A DISTANCE OF 37.24 FEET TO THE CENTERLINE OF VACATED NEW HAMPSHIRE AVENUE; THENCE NORTH 89 DEGREES 49 MINUTES 17 SECONDS WEST ALONG SAID CENTER LINE 33.79 FEET TO THE EASTERLY LINE OF SKOKIE HIGHWAY AFORESAID, BEING A 8135.16 FOOT RADIUS CURVE, THE CENTER OF SAID CIRCLE BEARS NORTH 62

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SUPPLEMENTAL PLAT

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DEGREES 49 MINUTES 38 SECONDS EAST FROM SAID POINT; THENCE NORTHWESTERLY ALONG SAID RIGHT OF WAY AND CURVE, CENTRAL ANGLE 01 DEGREES 09 MINUTES 02 SECONDS, 163.37 FEET; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE, NORTH 26 DEGREES 01 MINUTES 20 SECONDS WEST, 492.56 FEET TO A POINT 30 FEET SOUTHEASTERLY OF THE SOUTH LINE OF THE NORTH 50 FEET OF THE NORTHWEST QUARTER OF SECTION 2 AFORESAID; THENCE NORTH 44 DEGREES 57 MINUTES 04 SECONDS EAST, 37.99 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, CONTAINING 20.150 ACRES OF LAND.

PREPARED BY: MACKIE CONSULTANTS INC.
9575 W. HIGGINS ROAD
SUITE 500
ROSEMONT, IL. 60018
708-696-1400
708-696-1410 (FAX)



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SCHEDULE A

DESCRIPTION OF PROPERTY AND PLOT PLAN:

Attached to and forming a part of that certain Lease and Memorandum of Lease executed under date of ~~February 22, 1995~~ ^{February 22, 1995}, by and between ORIX TMK Northbrook Venture II, an Illinois general partnership, as Landlord, and Super Crown Books Corporation as Tenant.

1. Shopping Center. The Premises are a part of the Shopping Center situated in the Village of Northbrook, County of Cook, State of Illinois, and now commonly known as Village Square of Northbrook Shopping Center. The Shopping Center is located within the outer limits of the Shopping Center Area shown on the plot plan attached hereto, and made a part hereof ("Plot Plan"). The legal description of the Shopping Center Area is set forth herein. Landlord has the right to change the name of the Shopping Center.

2. Premises. The Premises are that portion of the Landlord's Building shown on the Plot Plan and designated as the "Premises". The address of the Shopping Center is 133 North Skokie Blvd., Northbrook, Illinois.

3. Permanent Index Numbers:

- 04-02-102-058
- 04-02-104-001 to 015
- 04-02-106-001 to 002
- 04-02-107-009
- 04-02-200-005 to 007
- 04-02-202-030
- 04-02-203-004

This instrument was prepared by and when recorded return to:
Clement J. Carroll, Jr.
Bailey, Borlack, Nadelhoffer & Carroll
135 South LaSalle Street, Suite 2000
Chicago, Illinois 60603

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