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SUBORDINATION AND ATTORNMENT AGREEMENT

2009-12-10 38

THIS AGREEMENT is made and entered into as of the 20th day of December, 2009 by and between **FAMILY VIDEO MOVIE CLUB, INC.**, an Illinois corporation ("**Tenant**"), **CHARLES R. HOOGLAND, TRUSTEE OF THE CHARLES R. HOOGLAND TRUST DATED JUNE 19, 1991** ("**Landlord**"), and **BANK ONE, N.A.**, a national banking association (f/k/a American National Bank & Trust Company of Chicago), its successors and assigns ("**Mortgagee**").

RECITALS:

A. Mortgagee is the holder of certain mortgages (each, as amended from time to time, a "**Mortgage**") encumbering the Leased Premises (hereinafter defined) described therein and securing a principal indebtedness in an amount of Forty-Five Million and No/100 Dollars (\$45,000,000.00).

B. Tenant has entered into certain leases (as amended from time to time, the "**Leases**", and each, a "**Lease**") with Landlord, pursuant to which Tenant leased certain premises consisting of the parcels of land ("**Land**") legally described in Exhibits A through G attached hereto and the buildings ("**Buildings**") located thereon on (the Land and Buildings are collectively referred to as the "**Leased Premises**"). The Leases are more specifically described on the attached and incorporated Schedule A.

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NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties covenant and agree as follows:

1. Tenant represents and warrants to Mortgagee that each Lease constitutes the entire agreement between Tenant and Landlord with respect to the Leased Premises described therein and there are no other agreements, written or verbal, governing the tenancy of Tenant with respect to such Leased Premises.

2. Prior to pursuing any remedy available to Tenant under a Lease, at law or in equity as a result of any failure of Landlord to perform or observe any covenant, condition, provision or obligation to be performed or observed by Landlord under such Lease (any such failure hereinafter referred to as a "**Landlord's Default**"), Tenant shall: (a) provide Mortgagee with a notice of Landlord's Default specifying the nature thereof, the Section of the Lease under which same arose and the remedy which Tenant will elect under the terms of the Lease or otherwise, and (b) allow Mortgagee not less than thirty (30) days following receipt of such notice of Landlord's Default to cure the same; provided, however, that, if such Landlord's Default is not readily curable within such thirty (30) day period, Tenant shall give Mortgagee such additional time as Mortgagee may reasonably need to obtain possession and control of such Leased Premises and to cure such Landlord's Default so long as Mortgagee is diligently pursuing a cure. Tenant shall not pursue any remedy available to it as a result of any Landlord's Default unless Mortgagee fails to cure same within the time period specified above. For purposes of this Paragraph 3, a Landlord's Default shall not be deemed to have occurred until all grace and/or cure periods applicable thereto under such Lease have lapsed without Landlord having effectuated a cure thereof.

3. Tenant covenants with Mortgagee that each Lease shall be subject and subordinate to the lien and all other provisions of the Mortgage encumbering the Leased Premises described in such Lease and to all modifications and extensions thereof, to the full extent of all principal, interest and all other amounts now or hereafter secured thereby and with the same force and effect as if the Mortgage had been executed and delivered prior to the execution and delivery of the Lease. Without limiting the generality of the foregoing subordination provision, Tenant agrees that any of its right, title and interest in and to insurance proceeds and condemnation awards (or other similar awards arising from eminent domain proceedings) with respect to damage to or the condemnation (or similar taking) of any of the Leased

After Recording Please Return Document to:
Susan Gibson
Lawyers Title Insurance Corporation
4111 Executive Parkway -Suite 304
Westerville, Ohio 43081

35.00
L.P.
MT

HOLD FOR MERIDIAN TITLE CORP.

Premises, shall be subject and subordinate to Mortgagee's right, title and interest in and to such proceeds and awards.

4. Tenant acknowledges that Landlord has collaterally assigned to Mortgagee the Leases, and the rents and other amounts, including, without limitation, lease termination fees, if any, due and payable under the Leases. In connection therewith, Tenant agrees that, upon receipt of a notice of a default by Landlord under such assignment and a demand by Mortgagee for direct payment to Mortgagee of the rents due under the Leases, Tenant will honor such demand and make all subsequent rent payments directly to Mortgagee. Tenant further agrees that any lease termination fees payable under the Leases shall be paid jointly to Landlord and Mortgagee.

5. Any notices, communications and waivers under this Agreement shall be in writing and shall be (i) delivered in person, (ii) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or (iii) by overnight express carrier, addressed in each case as follows:

To Mortgagee: AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO
1001 Johnson Drive
Buffalo Grove, IL 60089
Attn: Mr. Benjamin L. Van Vlerah, Commercial Banking
Officer

With a copy to: MUCH SHELIST
200 North LaSalle Street, Suite 2100
Chicago, Illinois 60601
Attn: Andrew W. Lapin

NOT OFFICIAL!
After February 1, 2003
**This Document is the property of
the Lake County Recorder!**

MUCH SHELIST
191 North Wacker, Suite 1800
Chicago, Illinois 60606
Attention: Andrew W. Lapin

To Tenant: FAMILY VIDEO MOVIE CLUB INC.
1022 East Adams Street
Springfield, IL 62703
Attn: Chief Financial Officer

To Landlord: CHARLES R. HOOGLAND TRUST DATED JUNE 19, 1991
c/o FAMILY VIDEO MOVIE CLUB INC.
1022 East Adams Street
Springfield, IL 62703
Attn: Chief Financial Officer

or to any other address as to any of the parties hereto, as such party shall designate in a written notice to the other parties hereto. All notices sent pursuant to the terms of this Paragraph shall be deemed received (i) if personally delivered, then on the date of delivery, (ii) if sent by overnight, express carrier, then on the next federal banking day immediately following the day sent, or (iii) if sent by registered or certified

mail, then on the earlier of the third federal banking day following the day sent or when actually received.

6. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns and any nominees of Mortgagee, all of whom are entitled to rely upon the provisions hereof. This Agreement shall be governed by the laws of the State of Illinois.

7. This Agreement may be executed in multiple counterparts and all of such counterparts together shall constitute one and the same Agreement.

[NO FURTHER TEXT ON THIS PAGE]



IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

TENANT:

FAMILY VIDEO MOVIE CLUB, INC., an Illinois corporation

By: KA Hoogland
Name: _____
Title: Pres.

LANDLORD:

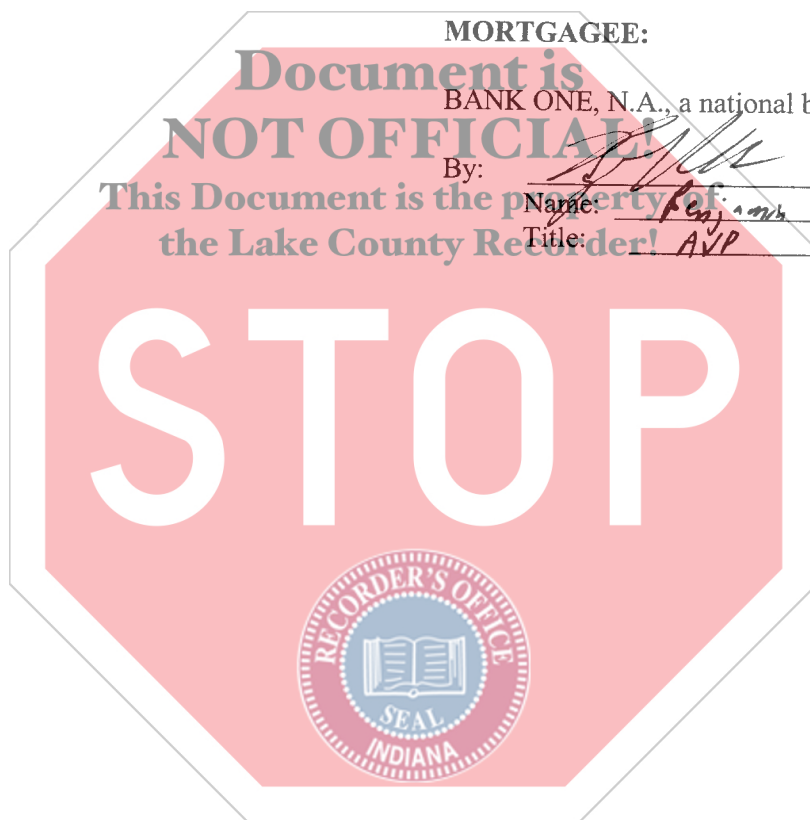
THE CHARLES R. HOOGLAND TRUST
DATED JUNE 19, 1991

By: Charles R. Hoogland
Name: Charles R. Hoogland
Title: Trustee

MORTGAGEE:

BANK ONE, N.A., a national banking association

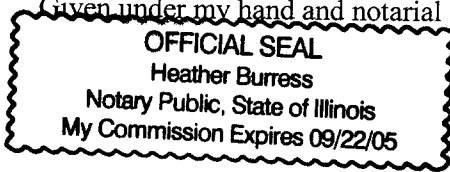
By: [Signature]
Name: [Signature]
Title: AVP



STATE OF Illinois)
) SS.
COUNTY OF Lake)

I, Heather Burress, a Notary Public in and for said County in the State aforesaid, do hereby certify that KA Hoogland, a President of Family Video Movie Club, Inc., an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such KA Hoogland, appeared before me this day in person and acknowledged that he/she signed and delivered such instrument as his/her own free and voluntary act and as the free and voluntary act of said partnership/corporation, for the uses and purposes set forth therein.

Given under my hand and notarial seal on December 19, 2002.



Heather Burress
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF SARASOTA)

I, JANET L. BLESS, a Notary Public in and for said County in the State aforesaid, do hereby certify that Charles R. Hoogland, trustee of the Charles R. Hoogland Trust dated June 19, 1991, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such trustee, appeared before me this day in person and acknowledged that he/she signed and delivered such instrument as his/her own free and voluntary act and as the free and voluntary act of said partnership/corporation, for the uses and purposes set forth therein.

Given under my hand and notarial seal on December 19, 2002.



Janet L. Bless
Notary Public



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, _____, a Notary Public in and for said County in the State aforesaid, do hereby certify that _____, a _____ of BANK ONE, N.A., a national banking association, who is personally known to be to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that he/she signed and delivered such instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes set forth therein.

Given under my hand and notarial seal on _____, 2002.

Notary Public



Exhibit A

Legal Description

Tract I:

Part of the South Half of Lot 8 in the county Clerk's Subdivision of the West Half of the Northeast Quarter of Section 29, Township 20 North, Range 11 West of the Second Principal Meridian, Vermilion County, Illinois, being further described as follows:

Commencing at a stone situated at the Southeast corner of the West Half of said Quarter Section; thence North along the East line of the West Half of said Quarter Section 369.4 feet to the Southeast corner of said Lot 8; thence West along the South line of said Lot 8 a distance of 836.5 feet to an Iron Rod for a place of beginning; thence continuing West along said line a distance of 352.0 feet to an Iron Rod situated on the East right-of-way line of North Vermilion Street (S.B.I. Route #1) as described in Deed Record 411 page 120 as Document No. 397705 in the Office of the County Recorder, Vermilion County, Illinois; thence East along the North line of the South Half of Lot 8 a distance of 352.0 feet to an Iron Rod; thence South parallel with the aforesaid East right-of-way line 140.04 feet to the place of beginning;

SUBJECT to an easement for the purpose of ingress and egress across the East 20 feet of the above described real estate; ALSO SUBJECT to an easement for the purpose of ingress and egress across the South 20 feet of the above described real estate, situated in Vermilion County, Illinois.

ALSO

Tract II:

Easement for Joint Parking as set forth in Articles of Agreement dated November 25, 1947 and recorded January 26, 1948 in Book 511 at page 280 as Document No. 525021 over the real estate between the following lines:

A line extending East and West along the South side of the sidewalk on the South side of and adjoining the building erected by First Party (Laura Cossey, Charles W. Otis and Thomas J. Cossey) on the North side of their property, the said line extending from the East side of the sidewalk on the East side of the Dixie Highway, thence East a distance of 230 feet, and a line extending East and West along the North side of the sidewalk on the North side of and adjoining the buildings erected by Second Party (The Paxton Wholesale Grocery Company) on the South side of its real estate, the line extending from the East side of the sidewalk on the East side of the Dixie Highway, thence East a distance of 230 feet. NOTE: The Southern portion of Tract II overlaps Tract I by approximately 36.85 feet on the East and 41.11 feet on the West.

Parcel Identification Number # 18-29-200-029-0060 – Newell Real #0738-A

Common Address: 2715 Vermilion Road, Danville, Illinois

EXHIBIT A
Legal Description

The land referred to in this Commitment is located in the County of Lake, State of Indiana described as follows:

Lots Numbered 19 and 20 as shown on the recorded plat of Erie Subdivision No. 1 of the Industrial Center Land Company recorded in Plat Book 26, page 36 in the Office of the Recorder of Lake County, Indiana, excepting the North 110.00 feet and excepting the West 145.00 feet.

Common Address: 2939 45th Street, Highland, Lake County, IN
Key No. 27-0181-0039-16-Highland & 27-0181-0019-16-Highland



EXHIBIT A
Legal Description

The land referred to in this policy is described in the said instrument, is situated in the County of Wayne, State of Michigan, and is identified as follows:

City of Westland

The South 249 feet of the North 276 feet of Lot 546, the West 83 feet of the South 20 feet of the North 159 feet of Lot 547 and the South 117 feet of the North 276 feet of Lot 547, except the Easterly 27 feet deeded for road purposes - SUPERVISOR'S NANKIN PLAT NO. 8, according to the plat thereof as recorded in Liber 65, page 74 of Plats, Wayne County Records.

Commonly known as 146 South Venoy, Westland, Michigan
Tax Item No: 56-066-01-0546-005



EXHIBIT A
Legal Description

Land in the City of Alpena, Alpena County, Michigan, described as follows:

Lots 3, 4, 5, 6, 7 and 8, Block 47, LESS the Southeasterly 5 feet of Lot 3, Block 47 of THE ORIGINAL PLAT OF THE VILLAGE, NOW CITY OF ALPENA, according to the plat thereof recorded in Liber 1 of Plats, page 2, Alpena County Records.

Tax Item No.: 093-637-000-877-00

Common Address: 1132 W. Chisholm, Alpena, MI



EXHIBIT A
Legal Description

Land in the City of Flushing, Genesee County, Michigan, described as follows:

Part of the Northeast quarter of Section 36, Town 6 North, Range 5 East, including Lot 16 and part of Lot 15 of the recorded plat of BUECHE SUBDIVISION NO. 1, according to the recorded plat thereof in Liber 35 of Plats, page 32, described as: Beginning at the Northeast corner of said Lot 16; thence North 89 degrees 42 minutes West 200.00 feet along the North line of Lots 16 and 15 to a point which is North 89 degrees 42 minutes West 77.97 feet from the Northeast corner of Lot 15; thence South 0 degrees 40 minutes East 200.00 feet; thence South 89 degrees 42 minutes East 200.16 feet to the West line of SPALENY SUBDIVISION, a recorded plat; thence North 0 degrees 42 minutes West 200.00 feet to the place of beginning.

Common Address: 1552 W. Pierson Road, Flushing, Michigan
Tax Item No.: 55-36-528-004



EXHIBIT A
Legal Description

The land, referred to in this Commitment, situated in the City of Marshall, County of Calhoun, State of Michigan, is described as follows:

Commencing at a point 140 feet East of the Southwest corner of Lot No. 11 of FARMERS LOAN AND TRUST COMPANY SUBDIVISION of the Northwest 1/4 of Section 26, Town 2 South, Range 6 West adjoining the Village of Marshall on the West, according to the Plat thereof recorded in Liber 30 of Deeds, on page 454, in the Office of the Register of Deeds for Calhoun County, Michigan; thence East along the South line of said Lot 11, 291.66 feet; thence North 330 feet; thence West 291.66 feet; thence South 330 feet, to the place of beginning.

EXCEPT the East 100 feet.

Common Address: 1150 W. Michigan Avenue, Marshall, Michigan
PIN # 13-53-004-911-01



EXHIBIT A
Legal Description

Lot 350 in Assessor's Plat of the City of Merrill, Lincoln County, Wisconsin, which premises are also described as follows: The West 61 feet of that part of the Northwest quarter (NW 1/4) of the Southwest quarter (SW 1/4) of Section twelve (12), Township thirty-one (31) North, Range six (6) East, bounded and described as follows:

Beginning at the Southeast corner of Block 11 of H. Streeter's Addition to the City of Merrill, thence running Southeasterly along the West line of Scott Street to the North line of Government Lot 2, Section 12-31-6 East, thence West along said North line a distance of 243 feet; thence North to the South line of said Block 11, H. Streeter's Addition to City of Merrill; thence East on said South line to the place of beginning.

Lots four (4), five (5), six (6), seven (7), eight (8), nine (9), ten (10), eleven (11), twelve (12), thirteen (13), and fourteen (14) of Reimer's and Burn's Subdivision of Block one (1) of H. Streeter's Addition to Jenny, now City of Merrill, Lincoln County, Wisconsin, and the vacated alley adjoining said lots except the North eight (8) feet of Lots four (4), five (5), six (6) and seven (7) and except that part of said lots described as follows: Commencing at a point on the West line of Lot 7, thence Easterly along a line parallel to the Southerly line of Lots 7, 6 and 5 of said subdivision, to a point in the center line of Lot 5 of said subdivision, 66 feet Northerly of the South line of said Lot 5, thence Northerly along the center line of said Lot 5 to a point 8 feet South of the North line of said Lot 5, thence Westerly parallel to the Northerly line of said Lots 5, 6 and 7 of said subdivision to the West line of said Lot 7, thence Southerly on the West line of said Lot 7, 65 feet to the place of beginning, and except that part of said lots described as follows: Commencing on the West line of said subdivision at a point 133.6 feet North of the Southwest corner of Lot 8, thence East 53 feet; thence North 55 feet; thence West 53 feet to the West line of said subdivision; thence South 55 feet to the point of beginning.

Common Address: 710 E. 2nd Street, Merrill, Wisconsin
Tax Key #34.116.003.533, PIN #35.251.4.3106.123.0369

