

7

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

2006 01 20 16

**THIS AGREEMENT**, dated as of the 1<sup>st</sup> day of **February, 2006**, is executed by and among **Citigroup Global Markets Realty Corp.** as lender ("Lender"), and **Concor Buying Group Inc.** as tenant ("Tenant"), who both agree as follows:

**WITNESSETH**

**WHEREAS**, Tenant is a party to a certain Lease, dated **February 17, 2003**, (hereinafter referred to as the "Lease") with **Rubloff Round Lake Beach, LP**, as landlord (hereinafter referred to as "Landlord") covering certain premises more fully described in said Lease (hereinafter referred to as "Demised Premises") located at **Highland Plaza, 8315 Indianapolis Blvd., Highland, IN 46322**;

**WHEREAS**, Landlord is the owner and holder of Landlord's interest pursuant to the Lease;

**WHEREAS**, the Demised Premises are part of a shopping center located at **Highland Plaza, 8315 Indianapolis Blvd., Highland, IN 46322**, as described further in Exhibit A, a copy of which is attached hereto (hereinafter referred to as "Property");

**WHEREAS**, Lender is or intends to be the owner and holder of a Mortgage made or to be made by Landlord to Lender and encumbering the Property (hereinafter referred to as "Mortgage"); and

**WHEREAS**, Tenant and Lender desire to confirm their understanding with respect to the Lease and the Mortgage.

**NOW THEREFORE**, in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby mutually agree as follows:

1. Tenant and Lender hereby covenant and agree that the lien of, but not the terms and provisions of, the Lease shall be, and the same hereby is, made subordinate to the lien of, but not the terms and provisions of, the Mortgage and to all advances made thereunder;

2. In consideration of the agreements of Lender contained herein, Tenant agrees that if the holder of said Mortgage, or any person claiming under said holder, shall succeed to the interest of Landlord in said Lease, Tenant will recognize, and attorn to, said holder, or such other person claiming under said holder, as its landlord under the terms of said Lease;

3. In consideration of the agreements of Tenant contained herein, Lender consents to said Lease and agrees that, in the event of foreclosure or other right asserted under said Mortgage by the holder thereof, said Lease and the rights of Tenant thereunder shall continue in full force and effect and shall not be terminated or disturbed, except in accordance with the provisions of said Lease and the holder of such Mortgage or any person claiming thereunder shall be bound to Tenant under all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining and any extensions or renewals thereof which may be effected in accordance with any option therefor in the Lease with the same force and effect as if the holder of such Mortgage or any person claiming thereunder were the Landlord under the Lease;

4. Lender and Tenant hereby acknowledge and represent to each other that the individuals executing this Agreement below are duly authorized by the Lender and Tenant respectively; and

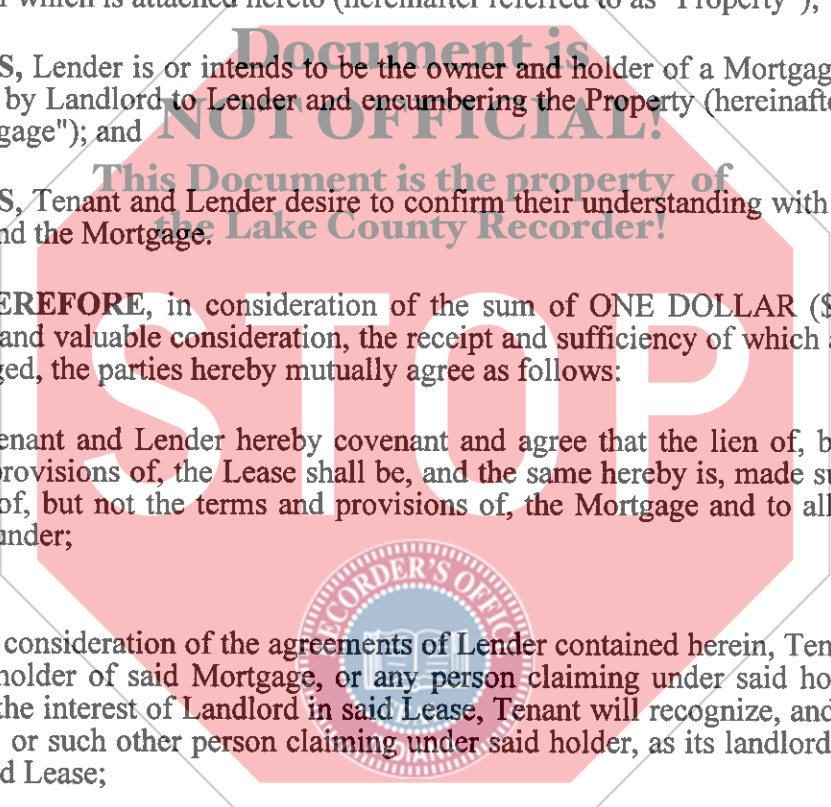
5. This Agreement shall bind and inure to the benefit and burden of Lender and Tenant their respective successors, assigns and/or representatives, as their interests may appear from time to time.

SOLD FOR MERIDIAN TITLE CO.

1172 4206

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2006 MAR 2 PM 1:15  
MICHAEL A. DEBORN  
RECORDER



22-  
#3070  
SS

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

WITNESS:

LENDER

Citigroup Global Markets Realty Corp.

\_\_\_\_\_

Name N. Sami  
Title Nancy M. Samanich  
Authorized Agent

WITNESSES AS TO BOTH:

TENANT

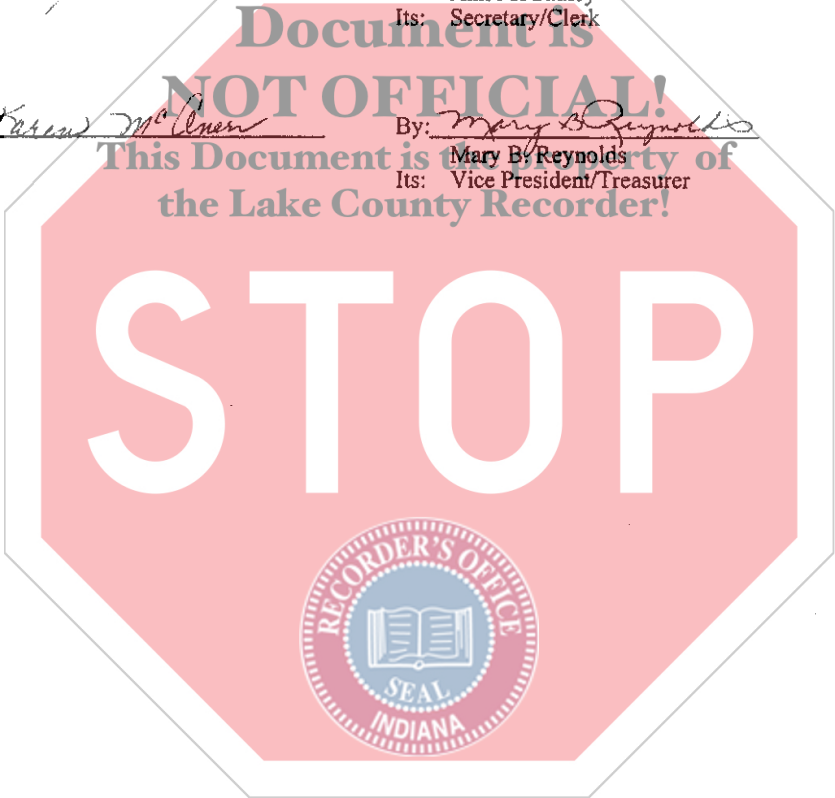
Concord Buying Group Inc.

[Signature]

By: Ann McCauley  
Ann McCauley  
Its: Secretary/Clerk

[Signature]

By: Mary B. Reynolds  
Mary B. Reynolds  
Its: Vice President/Treasurer



**LENDER'S ACKNOWLEDGMENT**

STATE OF New York )  
 ) SS.  
CITY/COUNTY OF New York )

The foregoing instrument was acknowledged before me this 27<sup>th</sup>  
day of February, 2006 by Nancy M. Samanich  
on behalf of Citigroup Global Markets Realty Corp.

*Elsa J. Castaldo*  
Notary Public  
My Commission Expires:

**ELSA J. CASTALDO**  
Notary Public, State of New York  
No. 01CA6026466  
Qualified in Queens County  
Commission Expires June 14, 2007

**TENANT'S ACKNOWLEDGEMENT**

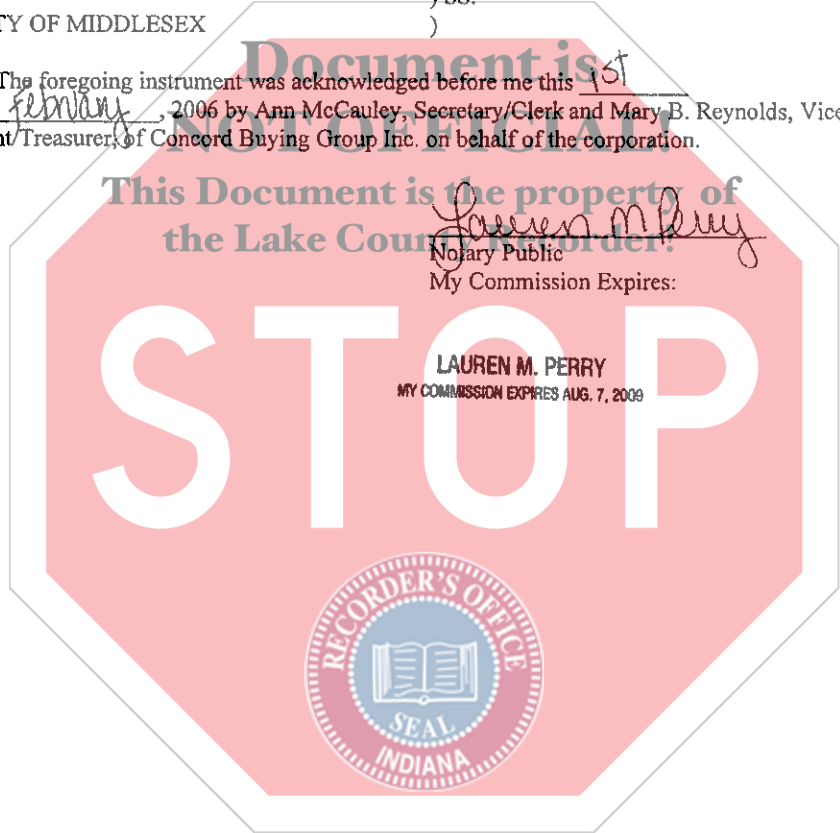
COMMONWEALTH OF MASSACHUSETTS )  
 ) SS.  
COUNTY OF MIDDLESEX )

The foregoing instrument was acknowledged before me this 1st  
day of February, 2006 by Ann McCauley, Secretary/Clerk and Mary B. Reynolds, Vice  
President/Treasurer, of Concord Buying Group Inc. on behalf of the corporation.

This Document is the property of  
the Lake County Recorder!

*Lauren M. Perry*  
Notary Public  
My Commission Expires:

**LAUREN M. PERRY**  
MY COMMISSION EXPIRES AUG. 7, 2009



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

WITNESS:

LENDER

**Citigroup Global Markets Realty Corp.**

\_\_\_\_\_

Name \_\_\_\_\_  
Title \_\_\_\_\_

WITNESSES AS TO BOTH:

TENANT

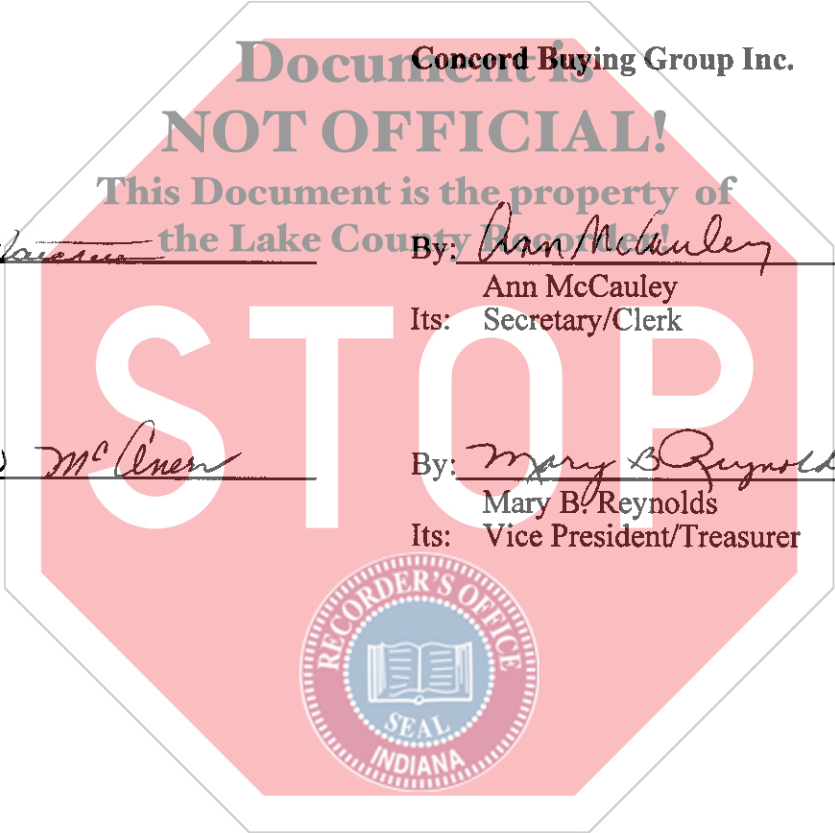
**Concord Buying Group Inc.**

**Document is NOT OFFICIAL!**

This Document is the property of the Lake County Recorder's Office

*[Signature]* By: *Ann McCauley*  
Ann McCauley  
Its: Secretary/Clerk

*Karen McCauley* By: *Mary B Reynolds*  
Mary B. Reynolds  
Its: Vice President/Treasurer



**LENDER'S ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) SS.  
CITY/COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2006 by \_\_\_\_\_ and \_\_\_\_\_ on behalf of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**TENANT'S ACKNOWLEDGEMENT**

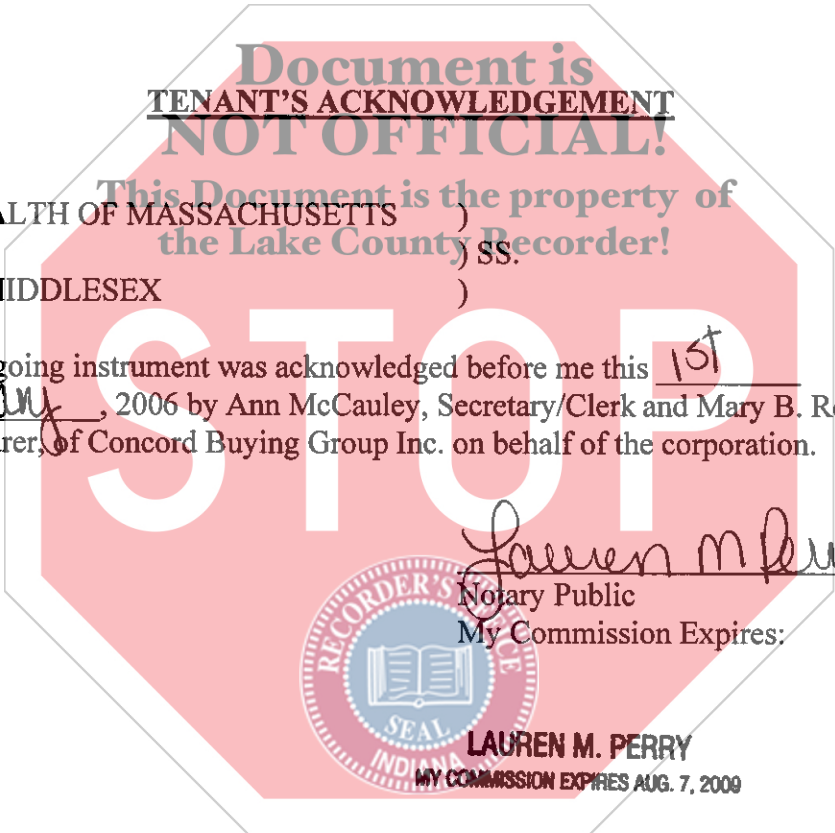
COMMONWEALTH OF MASSACHUSETTS )  
 ) SS.  
COUNTY OF MIDDLESEX )

The foregoing instrument was acknowledged before me this 1st day of February, 2006 by Ann McCauley, Secretary/Clerk and Mary B. Reynolds, Vice President/Treasurer, of Concord Buying Group Inc. on behalf of the corporation.

*Lauren M Perry*  
\_\_\_\_\_  
Notary Public  
My Commission Expires:



**LAUREN M. PERRY**  
MY COMMISSION EXPIRES AUG. 7, 2009



## SCHEDULE A

### DESCRIPTION OF SHOPPING CENTER AND DEMISED PREMISES

The Demised Premises consist of a one-story building, constructed by Landlord as herein provided, and contain approximately twenty five thousand (25,000) square feet of floor area having a frontage and width of one hundred twenty (120) feet and other dimensions as shown upon the plan attached hereto ("the Lease Plan"), and are a portion of the premises within the Shopping Center referred to hereinbelow labeled Area A on the Lease Plan. The Lease Plan shall not be modified in any way without Tenant's consent, which may be withheld at Tenant's sole and absolute discretion. In addition, Tenant shall have the exclusive right to use certain service areas adjacent to the Demised Premises which contain an exterior loading dock and trash storage area for Tenant's delivery and removal activities and for Tenant's compactor, dumpster and/or trash receptacles. It is expressly understood and agreed that said service areas shall not be included in computing minimum rent pursuant to Section 5.1 of the lease or Tenant's Fraction or Tenant's Portion (defined in Section 6.1) for purposes of Article VI and Paragraph 10 of Schedule B or for purposes of calculating or other charges due under this Lease. If after completion of Landlord's Construction Work the Demised Premises shall contain more or less than the floor area required above then, in addition to all other remedies of Tenant, as a result thereof, the minimum rent payable by Tenant pursuant to Section 5.1 shall be adjusted proportionately, but in no event shall the rent and other charges due under this lease be based on the Demised Premises containing more than 25,750 square feet regardless of whether the actual floor area exceeds 25,750 square feet. Landlord agrees that the name of the Shopping Center shall not contain the trade name of any business operated in the Shopping Center.

The Demised Premises are situated within the so-called Highland Plaza Shopping Center, on Indianapolis Boulevard (US Highway 41) (said Indianapolis Boulevard hereinafter referred to as "the Main Street") in Highland, Indiana. The Shopping Center is the land, together with the buildings and other structures from time to time thereon, shown on the Lease Plan, and is more particularly described as follows:

Parcel 1: A part of the Northwest 1/4 of Section 21, Township 36 North, Range 9 West of the 2nd Principal Meridian, Lake County, Indiana, lying East of the Easterly right-of-way line of U.S. Highway No. 41, Southwest of the Westerly right-of-way line of the Chesapeake and Ohio Railroad Company and North of the South line of the Northwest 1/4 of said Section 21, more particularly described as follows:

Commencing at the Southwest corner of the Northwest 1/4 of said Section 21; thence East along the South line of the Northwest 1/4 of said Section 21, 50 feet to the point of beginning, being a point on the East right-of-way line of U.S. Highway No. 41; thence North along the East right-of-way line of U.S. Highway No. 41, 54.1 feet, to a point of tangency of a circular curve; thence Northeasterly, along the Easterly right-of-way line of U.S. Highway 41, along a curve concaved to the East having a radius of 2,815.12 feet, an arc length of 444.49 feet and a central angle of 9 degrees 02 minutes 24 seconds to a point of tangency; thence Northeasterly along the Easterly right-of-way line of U.S. Highway No. 41, 592.35 feet, to the Westerly right-of-way line of the Chesapeake and Ohio Railroad Company; thence Southeasterly along the Westerly right-of-way line of the Chesapeake and Ohio Railroad Company, 1,321.45 feet to a point 21.51 feet North of the South line of the Northwest 1/4 of said Section 21; thence South along a line parallel to the West line of said Section 21, 21.51 feet, to the South line of the Northwest 1/4 of said Section 21; thence West along the South line of the Northwest 1/4 of said Section 21, 1006.0 feet, to the point of beginning, excepting therefrom the following described real estate:

That part of the East 12 chains of the West 16 chains of the Southwest 1/4 of the Northwest 1/4 lying Southwest of the Westerly right-of-way line of the Chesapeake and Ohio Railroad Company, in Section 21, Township 36 North, Range 9 West of the 2nd Principal Meridian, in the Town of Highland, Lake County, Indiana, more particularly described as: Beginning at a point on the South line of the Northwest 1/4 of said Section, 1056 feet East of the West line of the Northwest 1/4 of said Section; thence North 89 degrees 01 minutes 30 seconds West, along the South line of said Northwest 1/4, 526.0 feet to a point on the South line of said Northwest 1/4 which is 530.00 feet East of the Southwest corner of said Northwest 1/4; thence North 00 degrees 00 minutes 00 seconds West, parallel with the West line of said Northwest 1/4, 186.34 feet; thence North 53 degrees 10 minutes 00 seconds East, to the Westerly right-of-way line of the Chesapeake and Ohio Railroad Company, 310.90 feet; thence South 36 degrees 49 minutes 00 seconds East, along the Westerly right-of-way line of the Chesapeake and Ohio Railroad Company, 462.38 feet to a point 1056 feet East of the West line of said Northwest 1/4; thence South 00 degrees 00 minutes 00 seconds East, parallel with the West line of said Northwest 1/4, 21.51 feet, to the point of beginning; and further excepting those parts appropriated by the State of Indiana through Appropriation of Real Estate filed in Cause No. 45D04-0108-CP-00269 and Cause No. 45D04-0108-CP-00270.

Prescribed by the  
State Board of Accounts  
(2005)

County form 170

Declaration

This form is to be signed by the preparer of a document and recorded with each document in accordance with IC 36-2-7.5-5(a).

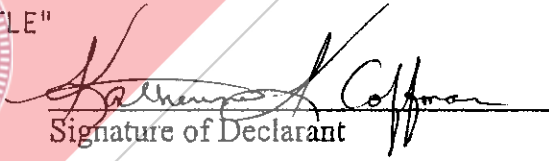
I, the undersigned preparer of the attached document, in accordance with IC 36-2-7.5, do hereby affirm under the penalties of perjury:

1. I have reviewed the attached document for the purpose of identifying and, to the extent permitted by law, redacting all Social Security number in attached document.
2. I have redacted, to the extent permitted by law, each Social Security number in the attached document.

I, undersigned, affirm under the penalties of perjury, that the foregoing declarations are true.

"VERIFIED FOR RECORDING BY MERIDIAN TITLE"



  
Signature of Declarant

KATHERINE R. COFFMAN  
Printed Name of Declarant