

08-19-05.AC

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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

Store 016283-00

SUBORDINATION, NON-DISTURBANCE AND ATTORNEY AGREEMENT

THE STATE OF INDIANA

MICHAEL A. BROWN

RECORDS L MEN BY THESE PRESENTS:

THE COUNTY OF LAKE

WHEREAS, Manufacturers and Traders Trust Company, a New York banking corporation ("Lienholder") with an address of 350 Park Avenue, New York, New York 10022 is the owner and holder of that certain promissory note ("Note") dated February 23, 2007 in the original principal sum of \$ 280,500,000.00 executed by Gateway Arthur, Inc. by its predecessor-in-interest Bradley Operating L.P. ("Lessor"), payable to the order of Lienholder, which Note is secured by a deed of trust ("Deed of Trust") or Mortgage of even date therewith to Manufacturers and Traders Trust Company, Trustee for Lienholder, covering the real property described in the Lease ("Premises"), and

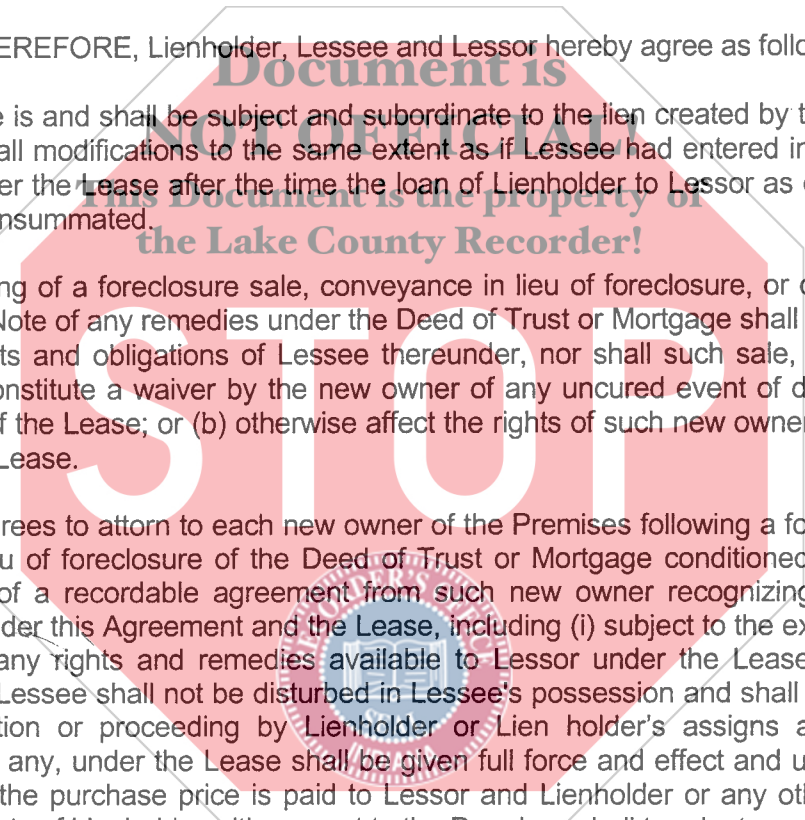
WHEREAS, RadioShack Corporation, as lessee ("Lessee") and Lessor have entered into a Lease Agreement ("Lease") dated April 14, 1997, Letter Agreement dated December 21, 2004 and First Amendment to Lease Agreement undated, covering the Premises;

NOW, THEREFORE, Lienholder, Lessee and Lessor hereby agree as follows:

1. The Lease is and shall be subject and subordinate to the lien created by the Deed of Trust or Mortgage and all modifications to the same extent as if Lessee had entered into possession of the Premises under the Lease after the time the loan of Lienholder to Lessor as evidenced by the Note had been consummated.
2. The holding of a foreclosure sale, conveyance in lieu of foreclosure, or other exercise by the holder of the Note of any remedies under the Deed of Trust or Mortgage shall not terminate the Lease or the rights and obligations of Lessee thereunder, nor shall such sale, conveyance and acceptance (a) constitute a waiver by the new owner of any uncured event of default by Lessee under the terms of the Lease; or (b) otherwise affect the rights of such new owner as successor to Lessor under the Lease.
3. Lessee agrees to attorn to each new owner of the Premises following a foreclosure sale or conveyance in lieu of foreclosure of the Deed of Trust or Mortgage conditioned, however, upon Lessee's receipt of a recordable agreement from such new owner recognizing the Lease and Lessee's rights under this Agreement and the Lease, including (i) subject to the exercise by Lessor or Lienholder of any rights and remedies available to Lessor under the Lease in the event of Lessee's default, Lessee shall not be disturbed in Lessee's possession and shall not be named or joined in any action or proceeding by Lienholder or Lien holder's assigns and (ii) Lessee's purchase rights, if any, under the Lease shall be given full force and effect and upon the exercise thereof, provided the purchase price is paid to Lessor and Lienholder or any other holder of the Note jointly, all rights of Lienholder with respect to the Premises shall terminate.
4. In the absence of the prior written consent of Lienholder, Lessee agrees not to do any of the following: (a) prepay any rent or additional rent required under the terms of the Lease for more than one (1) month in advance, except as may be provided in the Lease (b) voluntarily surrender

Return to:
Zonia N. Veal
First National Financial Title Services, Inc.
3237 Satellite Blvd, Bldg 300, Suite 450
Duluth, GA 30096
File No. 44925-C R

The VILLAGE SHOPPING CENTER



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STATE OF INDIANA
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the Premises or terminate the Lease without cause; or (c) assign Lessee's interest in the Lease or sublet the Premises except as otherwise permitted under the terms of the Lease.

5. The foregoing provisions concerning attornment shall be self-operative; provided, however, Lessee agrees to execute and deliver to Lienholder or to any person to whom Lessee herein agrees to attorn such other instrument(s) as either shall request in order to effectuate said provisions.

6. Lienholder, on its own behalf and on behalf of any third party purchaser of the Premises at a foreclosure sale thereof, acknowledges and agrees that, from and after Lienholder's (third party's) succession to the interest of Lessor under the Lease, Lienholder shall be bound to Lessee as Lessor under all of the terms, covenants and conditions of the Lease, and Lessee shall, from and after Lienholder's succession to the interest of Lessor under the Lease, have the same remedies against Lienholder for the breach of any agreement contained in the Lease as are available thereunder to Lessee against Lessor. Lessor hereby consents to Lienholder giving notice to Lessee of all notices required to be given to Lessor under the Deed of Trust or Mortgage and other documents relating to the loan evidenced by the Note. Lienholder agrees to deliver a copy of all such notices to Lessee at the same time as such notices are delivered to Lessor.

7. THIS SUBORDINATION NON-DISTURBANCE AND ATTORNMENT AGREEMENT IS BEING DELIVERED TO YOU ON THE CONDITION THAT A FULLY EXECUTED COPY IS RETURNED TO LESSEE WITHIN THIRTY (30) DAYS OF THE DATE THIS AGREEMENT IS SIGNED BY LESSEE. IF LESSEE DOES NOT RECEIVE A FULLY EXECUTED COPY WITHIN THIRTY (30) DAYS, THIS DOCUMENT AND LESSEE'S EXECUTION THEREOF SHALL BE CONSIDERED NULL AND VOID.

8. The provisions hereof shall be binding upon and inure to the benefit of Lienholder, Lessor and Lessee and their respective successors and assigns.

NOT OFFICIAL!
This Document is the property of
the Lake County Recorder!

EXECUTED: July 29, 2008.


LIENHOLDER:
Manufacturers and Traders Trust Company
By: _____
Name: JONATHAN TOLAN
Title: VP

LESSOR:
GATEWAY ARTHUR, INC
BY Ennies Asset Management Company, LLC
its authorized agent

By: _____
Name: Gary W. Tischler
Title: Authorized Signatory

LESSEE:

RADIOSHACK CORPORATION

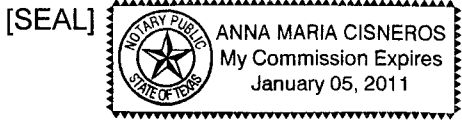
By: 
Name: William D. Clugsten
Title: Senior Director Real Estate Legal

Date: May 30, 2008



THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

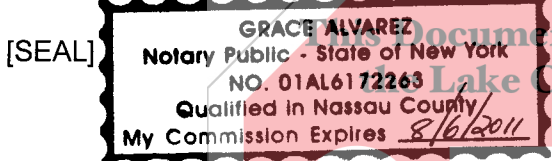
The foregoing instrument was acknowledged before me on the 30th day of May, 2008, by William D. Clugsten, Senior Director Real Estate Legal, RadioShack Corporation, in his authorized capacity on behalf of said corporation.



[Handwritten Signature]
Notary Public in and for the State of Texas

THE STATE OF NEW YORK §
 §
COUNTY OF NEW YORK §

The foregoing instrument was acknowledged before me on the 2nd day of July, 2008, by Gary N. Fischer, Authorized Signatory of Gateway Arthur, Inc., on behalf of said corporation.



[Handwritten Signature]
Notary Public in and for the State of New York

THE STATE OF New York §
 §
COUNTY OF New York §

The foregoing instrument was acknowledged before me on the 29th day of July, 2008, by Jonathan Tolpin, VP, Manufacturers and Traders Trust Company

[SEAL]

KRISTEN A. SMITH
Notary Public, State of New York
No. 01SM60140
Qualified in Dutchess County
My Commission Expires 10

[Handwritten Signature]
Notary Public in and for the State of New York



Exhibit "A"
LEGAL DESCRIPTION

The Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 20, Township 36 North, Range 8 West of the Second Principal Meridian, and the East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 20, Township 36 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana, except the following 3 legal descriptions:

- (a) The North 770.29 feet of the West 600 feet of the East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 20, Township 36 North, Range 8 West of the Second Principal Meridian in Lake County, Indiana.
- (b) The West 598.70 feet of the East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 20, Township 36 North, Range 8 West of the Second Principal Meridian, except the North 770.29 feet thereof in the City of Gary, Lake County, Indiana.
- (c) The South 274 feet of the North 512.5 feet of the East 171.0 feet of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 20, Township 36 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana.

