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

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This SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is made as of the 26th day of March, 2009, by and among BANK RHODE ISLAND, a Rhode Island financial institution ("Lender"), NORTH BRIDGE REALTY, LLC, an Indiana limited liability company ("Landlord"), and THE REAL REEL CORPORATION, a Rhode Island corporation ("Tenant"), in the following circumstances:

A. Tenant and Landlord are the parties to a Lease dated March 27, 2009 (the "Lease") governing the lease by Landlord to Tenant of premises located at One North Bridge Street, Gary, Indiana (the "Leased Premises").

B. Lender has agreed to make a mortgage loan to Landlord (the "Loan") and Landlord has granted to Lender a Mortgage, Security Agreement and Collateral Assignment of Rents and Leases, as the same may hereafter be amended from time to time (collectively, the "Mortgage"), on the real estate of which the Leased Premises are a part (the "Real Estate" which Real Estate is more particularly described in Exhibit A attached hereto and by reference incorporated herein, securing all of Landlord's obligations to Lender in connection with the Loan, which Mortgage has been recorded in the Lake County, Indiana Recorder's Office

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, it is hereby agreed by the parties hereto as follows:

1. Subordination. Tenant hereby subordinates all of its right, title and interest as tenant or lessee under the Lease to the right, title and interest of Lender under the Mortgage, and Tenant further agrees that the Lease now is and shall at all times continue to be subject and subordinate in each and every respect to the Mortgage (including, without limitation, the casualty and condemnation provisions of the Lease, and any option or right of first refusal provisions, all of which are hereby specifically subordinated to the Mortgage) and to all increases, renewals, modifications, extensions, substitutions, restatements, forbearance, replacements and/or consolidations of the Mortgage.

2. Attornment. Unless the Lease is terminated in accordance with Paragraph 3 hereof, if the interests of the Landlord or any lessor under the Lease shall be transferred by reason of the exercise of the power of sale contained in the Mortgage (if applicable), or by any foreclosure or other proceeding for enforcement of the Mortgage, or by deed in lieu of foreclosure or such other proceeding, or if Lender takes possession of the Real Estate pursuant to any provisions of applicable law or the Mortgage, then the tenant or lessee thereunder shall be bound to Lender or the person acquiring the interest of the lessor or landlord under the Lease as a result of any such action or proceeding (hereinafter called the "Purchaser"), as the case may be, under all of the terms, covenants and conditions of the Lease for the balance of the term thereof 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 Purchaser or Lender were the lessor or landlord under the Lease. Tenant, as lessee or tenant under the Lease, does hereby agree to

CHIGAGO TITLE INSURANCE COMPANY

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attorn to the Purchaser or Lender if and when it takes possession of the Real Estate, as its lessor or landlord under the Lease. Such attornment shall be effective and self-operative without the execution of any further instruments upon the succession by Purchaser to the interest of the lessor or landlord under the Lease or the taking of possession of the Real Estate by Lender. Nevertheless, Tenant shall, from time to time, promptly execute and deliver such instruments evidencing such attornment as Purchaser or Lender may require. The respective rights and obligations of Purchaser, Lender and of the lessee or tenant under the Lease upon such attornment, to the extent of the then remaining balance of the term of the Lease and any such extensions and renewals thereof, shall be and are the same as now set forth in the Lease except as otherwise expressly provided in Paragraph 3 hereof.

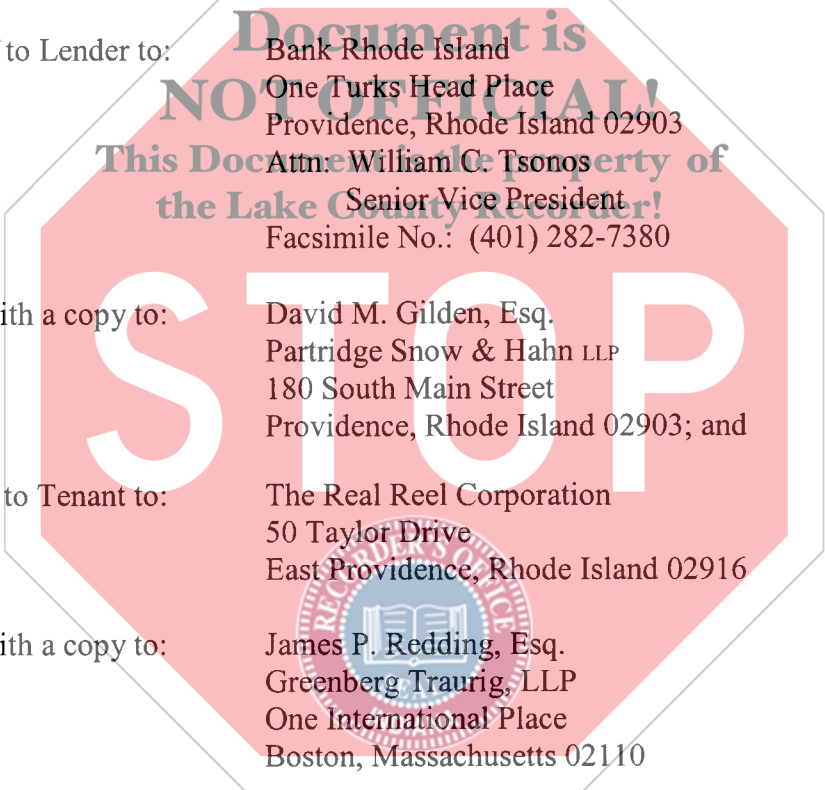
3. Non-Disturbance. So long as no default exists, and no event has occurred which has continued to exist for such period of time (after notice, if any, required by the Lease) as would entitle any lessor under the Lease to terminate the Lease, or would cause, without any further action on the part of lessor or landlord, the termination of the Lease, or would entitle such lessor or landlord to dispossess the tenant or lessee thereunder, the Lease shall not be terminated, nor shall such Tenant's use, possession or enjoyment of the Leased Premises or rights under the Lease be interfered with in any foreclosure or other action or proceeding in the nature of foreclosure instituted under or in connection with the Mortgage or in case Lender takes possession of the Real Estate pursuant to any provisions of the Mortgage, unless the landlord or lessor under the Lease would have had such right if the Mortgage had not been granted, except that neither Purchaser nor Lender, if Lender takes possession of the Real Estate, shall be (a) liable for any act or omission of any prior lessor or landlord under the Lease; or (b) liable for the return of any security deposit which lessee or tenant under the Lease has paid to any prior lessor or landlord under the Lease, with the exception of those security deposits previously paid over to Lender; or (c) subject to any offsets or defenses which the lessee or tenant under the Lease might have against any prior lessor or landlord under the Lease; or (d) bound by any base rent, percentage rent or any other payments which the lessee or tenant under the Lease might have paid for more than the current month to any prior lessor or landlord under the Lease which the Lender has not received; or (e) bound by any amendment or modification of the Lease made without Lender's prior written consent; or (f) bound by any consent by any lessor or tenant under the Lease to any assignment or sublease of the lessee's or tenant's interest in the Lease made without also obtaining Lender's prior written consent; or (g) personally liable for any default under the Lease or any covenant or obligation on its part to be performed thereunder as lessor or landlord, it being acknowledged that Tenant's sole remedy in the event of such default shall be to proceed against Purchaser's or Lender's interest in the Leased Premises.

4. Assignment of Leases. Tenant hereby acknowledges that all of Landlord's right, title and interest as lessor or landlord under the Lease has been conditionally assigned to Lender pursuant to the terms of the Mortgage, and that pursuant to the terms thereof all rental payments under the Lease shall continue to be paid to Landlord in accordance with the terms of the Lease unless and until Tenant is otherwise notified in writing by Lender that Landlord is in default of its obligations under the Loan. Upon receipt of any such written notice from Lender indicating that Lender has terminated Landlord's right to collect rental and other payments under the Lease, Tenant covenants and agrees to make payment of all rental and other payments then due or to become due under the Lease directly to Lender or to Lender's agent designated in such notice, whether or not Lender has made entry or become mortgagee in possession pursuant to the

Mortgage, and to continue to do so until otherwise notified in writing by Lender. Landlord hereby irrevocably directs and authorizes Tenant to make rental and other payments directly to Lender following receipt of such notice, and covenants and agrees that Tenant shall have the right to rely on such notice without any obligation to inquire as to whether any default exists under the Mortgage or the indebtedness secured thereby, and notwithstanding any notice or claim of Landlord to the contrary, and that Landlord shall have no right or claim against Tenant for or by reason of any rental payments made by Tenant to Lender following receipt of such notice.

5. Notice of Default by Landlord. Tenant, as lessee or tenant under the Lease, hereby covenants and agrees to give Lender written notice properly specifying wherein the Landlord under the Lease has failed to perform any of the covenants or obligations of the Landlord under the Lease, simultaneously with the giving of any notice of such default to the Landlord under the provisions of the Lease. Tenant agrees that Lender shall have the right, but not the obligation, within thirty (30) days after receipt by Lender of such notice (or within such additional time as is reasonably required to correct any such default) to correct or remedy, or cause to be corrected or remedied, each such default before the Tenant under the Lease may take any action under the Lease by reason of such default.

6. Notices. All notices given hereunder shall be given by United States certified mail, return receipt requested, postage prepaid, to the following addresses:

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- If to Lender to: Bank Rhode Island
One Turks Head Place
Providence, Rhode Island 02903
Attn: William C. Tsonos
Senior Vice President
Facsimile No.: (401) 282-7380
- with a copy to: David M. Gilden, Esq.
Partridge Snow & Hahn LLP
180 South Main Street
Providence, Rhode Island 02903; and
- if to Tenant to: The Real Reel Corporation
50 Taylor Drive
East Providence, Rhode Island 02916
- with a copy to: James P. Redding, Esq.
Greenberg Traurig, LLP
One International Place
Boston, Massachusetts 02110
- if to Landlord to: North Bridge Realty, LLC
50 Taylor Drive
Rumford, Rhode Island 02916

with a copy to: James P. Redding, Esq.
Greenberg Traurig, LLP
One International Place
Boston, Massachusetts 02110

or to such other address as the foregoing parties shall have designated by written notice from Tenant to Lender.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

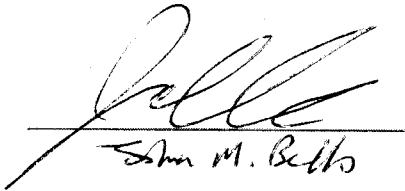
8. Severability. If any term or provision of this Agreement shall be determined to be illegal or unenforceable, then all other terms and provisions hereof shall nevertheless remain effective and shall be enforced to the fullest extent permitted by law.

9. Provisions Binding; Headings. The terms and provisions hereof shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of Lender, Tenant and Landlord. Reference herein to heirs, administrators, executors, successors and assigns of Tenant is not intended to constitute and does not constitute a consent by Landlord or Lender to an assignment by Tenant, but has reference only to those instances in which the lessor or landlord under the Lease and Lender shall have given written consent to a particular assignment by Tenant thereunder. The titles of the paragraphs of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.



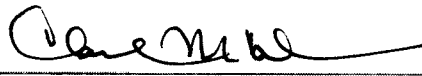
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Witnessed by:

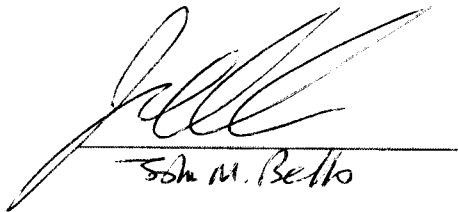

Sam M. Belto

Landlord:

NORTH BRIDGE REALTY, LLC

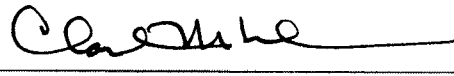
By: 
Charles M. Dunn
Manager

Witnessed by:


Sam M. Belto

Tenant:

THE REAL REEL CORPORATION

By: 
Charles M. Dunn
President

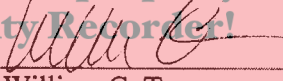
Witnessed by:



Lender:

BANK RHODE ISLAND

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

By: 
William C. Tsonos
Senior Vice President

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence, in said County, on the 29th day of March, 2009, before me personally appeared the within-named Charles M. Dunn, to me known and known by me to be the Manager of North Bridge Realty, LLC, and the person executing these presents on its behalf and he acknowledged said instrument by him so executed to be his free act and deed in such capacity, and the free act and deed of North Bridge Realty, LLC.


Notary Public

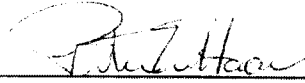
Print Name: PETER W. HARR

My Commission Expires: 10-24-2009

(Notaries Continue on Next Page)

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence, Rhode Island, in said County, on this 24th day of March, 2009, before me personally appeared Charles M. Dunn, to me known and known by me to be the President of, and the person executing the foregoing instrument on behalf of, The Real Reel Corporation, the party executing this instrument, and he acknowledged said instrument by him so executed to be his free act and deed in such capacity and the free act and deed of said The Real Reel Corporation.



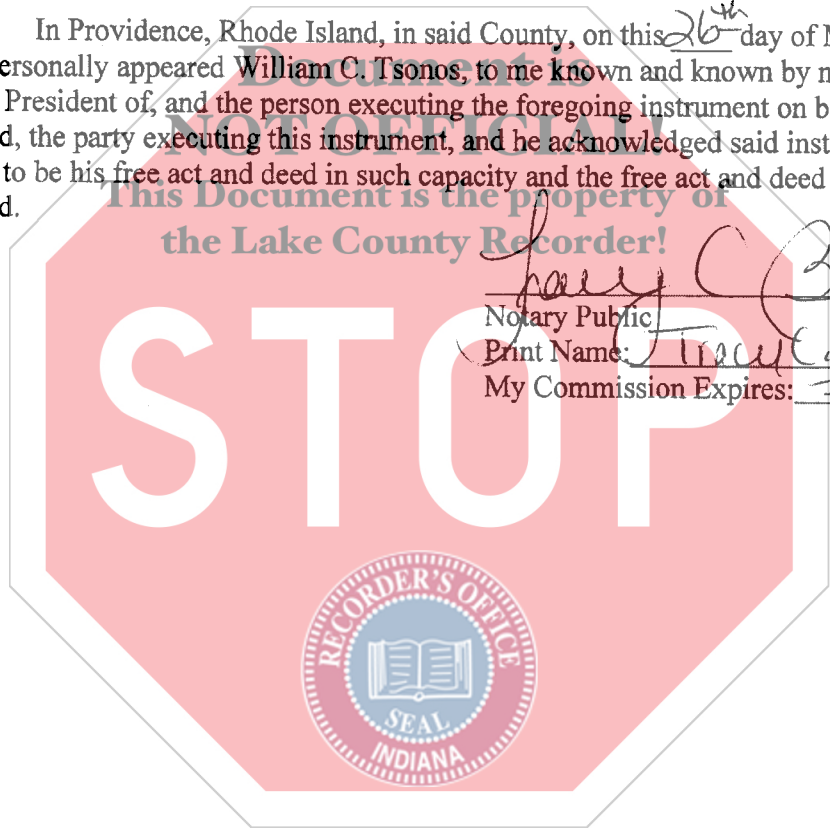
Notary Public
Print Name: PETER W. HAAS
My Commission Expires: 10-24-2011

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence, Rhode Island, in said County, on this 26th day of March, 2009, before me personally appeared William C. Tsonos, to me known and known by me to be the Senior Vice President of, and the person executing the foregoing instrument on behalf of, Bank Rhode Island, the party executing this instrument, and he acknowledged said instrument by him so executed to be his free act and deed in such capacity and the free act and deed of said Bank Rhode Island.

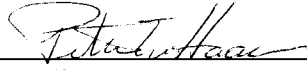


Notary Public
Print Name: Tracy C. Baer
My Commission Expires: 7-18-2012



STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence, in said County, on the 24th day of March, 2009, before me personally appeared the within-named Charles M. Dunn, to me known and known by me to be the Manager of North Bridge Realty, LLC, and the person executing these presents on its behalf and he acknowledged said instrument by him so executed to be his free act and deed in such capacity, and the free act and deed of North Bridge Realty, LLC.



Notary Public

My Commission Expires: 10-29-2009

Prepared By: John M. Bello, Esq., Greenberg Traurig, LLP

