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STATE OF INDIANA
LAKE COUNTY
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Dykema Gossett PLLC
10 S. Wacker Drive, Suite 2300
Chicago, Illinois 60606

MICHAEL B. BROWN
RECORDER

Attention: Megan Danko Auerbach

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

• CHICAGO 620120171

This SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is entered into as of December 27, 2012 (the "Effective Date"), between U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE, SUCCESSOR-IN-INTEREST TO BANK OF AMERICA, N.A., AS TRUSTEE, SUCCESSOR TO WELLS FARGO BANK, N.A., AS TRUSTEE FOR THE REGISTERED HOLDERS OF WACHOVIA BANK COMMERCIAL MORTGAGE TRUST, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-C32 ("Mortgagee"), and SVT, LLC, an Indiana limited liability company ("Tenant").

A. Hobart Ridge Delaware SPE LLC ("Landlord"), owns the real property located at 999 West Old Ridge Road, Hobart, Indiana (such real property, including all buildings, improvements, structures and fixtures located thereon, shall be hereinafter referred to as the "Landlord's Premises"), as more particularly described on Exhibit A attached hereto.

B. Mortgagee is the holder of a loan (the "Loan") to Landlord, which Loan is secured, in part, by that certain Mortgage, Security Agreement and Fixture Filing dated as of May 3, 2007, in favor of Mortgagee (as amended, increased, renewed, extended, spread, consolidated, severed, restated or otherwise changed from time to time, the "Mortgage"), recorded as Document No. 2007.037052, in the Office of the Recorder of Lake County, Indiana.

C. The Mortgage is part of a mortgage pool known as the Commercial Mortgage Pass-Through Certificates, Series 2007-C32, for which, pursuant to a Pooling and Servicing Agreement dated June 1, 2007, Wells Fargo Bank, N.A. is the Trustee; CWC Capital Asset Management LLC, is the Special Servicer.

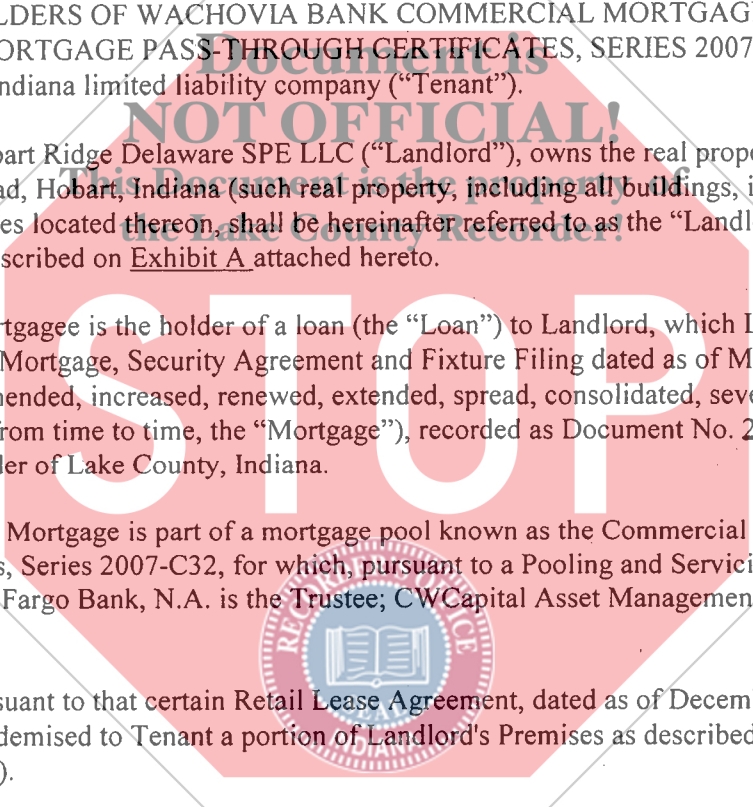
D. Pursuant to that certain Retail Lease Agreement, dated as of December 27, 2012, (the "Lease"), Landlord demised to Tenant a portion of Landlord's Premises as described in the Lease (the "Tenant's Premises").

E. Tenant and Mortgagee desire to agree upon the relative priorities of their interests in Landlord's Premises and their rights and obligations if certain events occur.

NOW, THEREFORE, for good and sufficient consideration, Tenant and Mortgagee agree:

AMOUNT \$ 36
CASH CT CHARGE CT
CHECK# _____
OVERAGE _____
COPY _____
NON-CONF _____
DEPUTY AD

CHICAGO TITLE



1. DEFINITIONS

The following terms shall have the following meanings for purposes of this Agreement.

1.1 Construction-Related Obligation. A "Construction-Related Obligation" means any obligation of Landlord under the Lease to make, pay for or reimburse Tenant for any alterations, demolitions or other improvements or work at Landlord's Premises, including Tenant's Premises. "Construction-Related Obligations" shall not include: (a) reconstruction or repair following fire, casualty or condemnation to the extent of insurance proceeds or condemnation awards actually received by Mortgagee or (b) day-to-day maintenance and repairs.

1.2 Foreclosure Event. A "Foreclosure Event" means: (a) foreclosure under the Mortgage; (b) any other exercise by Mortgagee of rights and remedies (whether under the Mortgage or under applicable law, including bankruptcy law) as holder of the Loan and/or the Mortgage, as a result of which Successor Landlord becomes owner of Landlord's Premises; or (c) delivery by Landlord to Mortgagee (or its designee or nominee) of a deed or other conveyance of Landlord's interest in Landlord's Premises in lieu of any of the foregoing.

1.3 Former Landlord. A "Former Landlord" means Landlord and any other party that was landlord under the Lease at any time before the occurrence of any attornment under this Agreement.

1.4 Offset Right. An "Offset Right" means any right or alleged right of Tenant to any offset, defense claim, counterclaim, reduction, deductions or abatement against Tenant's payment of Rent or performance of Tenant's other obligations under the Lease, arising (whether under the Lease or other applicable law) from Landlord's breach or default under the Lease.

1.5 Rent. The "Rent" means any fixed rent, base rent or additional rent under the Lease.

1.6 Successor Landlord. A "Successor Landlord" means any party that becomes owner of Landlord's Premises as the result of a Foreclosure Event.

1.7 Termination Right. A "Termination Right" means any right of Tenant to cancel or terminate the Lease or to claim a partial or total eviction, arising (whether under the Lease or under applicable law) from Landlord's breach or default under the Lease.

2. SUBORDINATION.

The Lease shall be, and shall at all times remain, subject and subordinate to the Mortgage, the lien imposed by the Mortgages and all advances made under the Mortgage.

3. NON-DISTURBANCE; RECOGNITION AND ATTORNMENT

3.1 No Exercise of Mortgage Remedies Against Tenant. So long as the Lease has not been terminated, Mortgagee shall not name or join Tenant as a defendant in any exercise of Mortgagee's rights and remedies arising upon a default under the Mortgage, unless applicable law requires Tenant to be made a party thereto as a condition to proceeding against Landlord or prosecuting such rights and remedies. In the latter case, Mortgagee may join Tenant as a defendant in such action only for such purpose and not to terminate the Lease or otherwise adversely affect Tenant's rights under the Lease or this Agreement in such action.

3.2 Non-Disturbance and Attornment. If the Lease has not been terminated when Successor Landlord takes title to the Landlord's Premises: (a) Successor Landlord shall not terminate or disturb Tenant's possession of Tenant's Premises under the Lease, except in accordance with the terms of the Lease and this Agreement; (b) Successor Landlord shall be bound to Tenant under all of the terms and conditions of the Lease (except as provided in this Agreement); (c) Tenant shall recognize and attorn to Successor Landlord as Tenant's direct landlord under the Lease as modified by this Agreement; and (d) the Lease shall continue in full force and effect as a direct lease in accordance with its terms (except as provided in this Agreement) between Successor Landlord and Tenant.

3.3 Further Documentation. The provisions of this Article shall be effective and self-operative without any need for Successor Landlord or Tenant to execute any further documents. Tenant and Successor Landlord shall, however, confirm the provisions of this Article in writing upon written request by either of them.

4. PROTECTION OF SUCCESSOR LANDLORD.

Notwithstanding anything to the contrary in the Lease or the Mortgage, Successor Landlord shall not be liable for or bound by any of the following matters:

4.1 Claims Against Former Landlord. Any Offset Right that Tenant may have against any Former Landlord relating to any event or occurrence before the date of attornment, including any claim for damages of any kind whatsoever as the result of any breach by Former Landlord that occurred before the date of attornment.

4.2 Prepayments. Any payment of Rent that Tenant may have made to Former Landlord more than thirty (30) days before the date such Rent was first due and payable under the Lease.

4.3 Payment; Security Deposit. Any obligation: (a) to pay Tenant any sum(s) that any Former Landlord owed to Tenant or (b) with respect to any security deposited with Former Landlord, unless such security was actually delivered to Mortgagee.

4.4 Modification, Amendment or Waiver. Any material modification or material amendment of the Lease, including any assignment or subletting of the Lease in whole or in part, or any waiver of any terms of the Lease, made without Mortgagee's prior written consent.

4.5 Surrender, Etc. Any consensual or negotiated surrender, cancellations or termination of the Lease, in whole or in part, agreed upon between Landlord and Tenant, unless effected unilaterally by Tenant pursuant to the express terms of the Lease.

4.6 Construction-Related Obligations. Any Construction-Related Obligation of Former Landlord.

4.7 Casualty; Condemnation. Any obligation of Former Landlord to restore the Landlord's Premises, including the Tenant's Premises, except to the extent of insurance proceeds or condemnation awards actually received by Mortgagee after the deduction of all costs and expenses incurred in obtaining such proceeds or awards, and subject to the terms of the Mortgage with respect to the disposition of such proceeds or awards.

5. EXCLUSION OF SUCCESSOR LANDLORD.

Notwithstanding anything to the contrary in this Agreement or the Lease, upon any attornment pursuant to this Agreement, the Lease shall be deemed to have been automatically amended to provide that Successor Landlord's obligations and liability under the Lease shall never extend beyond Successor Landlord's (or its successors' or assigns') interest, if any, in Landlord's Premises from time to time, Successor Landlord's interest in the Lease and in the rents due under the Lease and in the proceeds from any sale or other disposition of Landlord's Premises by Successor Landlord (collectively, "Successor Landlord's Interest"). Tenant shall look exclusively to Successor Landlord's Interest (or that of its successors and assigns) for payment or discharge of any obligations of Successor Landlord under the Lease as modified by this Agreement.

6. MORTGAGEE'S RIGHT TO CURE.

6.1 Notice to Mortgagee. Notwithstanding anything to the contrary in the Lease, before exercising any Termination Right or Offset Right, Tenant shall provide Mortgagee with notice of the breach or default by Landlord giving rise to same (the "Default Notice") and, thereafter, the opportunity to cure such breach or default as provided for below.

6.2 Mortgagee's Cure Period. After Mortgagee receives a Default Notice, Mortgagee shall have a period of thirty (30) days beyond any cure period provided to Landlord under the Lease in which to cure the breach or default by Landlord. Mortgagee shall have no obligation to cure any breach or default by Landlord, except to the extent that Mortgagee agrees or undertakes otherwise in writing.

6.3 Extended Cure Period. In addition, as to any breach or default by Landlord the cure of which requires possession and control of Landlord's Premises, Mortgagee's cure period shall continue for such additional time as Mortgagee may reasonably require to either (a) obtain possession and control of Landlord's Premises and thereafter cure the breach or default with reasonable diligence and continuity or (b) obtain the appointment of a receiver and give such receiver a reasonable period of time in which to cure the default.

7. RENT PAYMENT NOTICES.

From and after Tenant's receipt of written notice from Mortgagee (a "Rent Payment Notice"), Tenant shall pay all Rent to Mortgagee or as Mortgagee shall direct in writing, until such time as Mortgagee directs otherwise in writing. Tenant shall comply with any Rent Payment Notice, notwithstanding any contrary instruction, direction or assertion from Landlord. Mortgagee's delivery to Tenant of a Rent Payment Notice, or Tenant's compliance therewith, shall not be deemed to: (a) cause Mortgagee to succeed to or to assume any obligations or responsibilities as Landlord under the Lease, all of which shall continue to be performed and discharged solely by Landlord unless and until any attornment has occurred pursuant to this Agreement; or (b) relieve Landlord of any obligations under the Lease. Landlord hereby expressly and irrevocably directs and authorizes Tenant to comply with any Rent Payment Notice, notwithstanding any contrary instruction, direction or assertion of Landlord, and Landlord hereby releases and discharges Tenant of and from any liability to Landlord on account of any such payments. Tenant shall be entitled to rely on any Rent Payment Notice. Tenant shall be under no duty to controvert or challenge any Rent Payment Notice. Tenant's compliance with a Rent Payment Notice shall not be deemed to violate the Lease. Tenant shall be entitled to full credit under the Lease for any Rent paid to Lender pursuant to a Rent Payment Notice to the same extent as if such Rent were paid directly to Former Landlord.

8. CONFIRMATION OF FACTS.

Tenant represents to Mortgagee and to any Successor Landlord, in each case as of the Effective Date:

8.1 Effectiveness of Lease. The Lease is in full force and effect, has not been modified and constitutes the entire agreement between Landlord and Tenant relating to Tenant's Premises. Tenant has no interest in Landlord's Premises except pursuant to the Lease. No unfulfilled conditions exist to Tenant's obligations under the Lease.

8.2 Rent. Tenant has not paid any Rent that is first due and payable under the Lease after the Effective Date.

8.3 No Landlord Default. To the best of Tenant's knowledge, without inquiry, (i) no breach or default by Landlord exists, and (ii) no event has occurred that, with the giving of notice, the passage of time or both, would constitute such a breach or default.

8.4 No Tenant Default. Tenant is not in default under the Lease and has not received any uncured notice of any default by Tenant under the Lease.

8.5 No Termination. Tenant has not commenced any action nor sent or received any notice to terminate the Lease. Tenant has no presently exercisable Termination Right(s) or Offset Right(s).

8.6 Commencement Date. The "Commencement Date" of the Lease was December 17, 2012.

8.7 Acceptance. Tenant has accepted possession of Tenant's Premises and Landlord has performed all Construction-Related Obligations related to Tenant's initial occupancy of Tenant's Premises and Tenant has accepted such performance by Landlord.

8.8 No Transfer. Tenant has not transferred, encumbered, mortgaged, assigned, conveyed or otherwise disposed of the Lease or any interest therein.

8.9 Due Authorization. Tenant has full authority to enter into this Agreement, which has been duly authorized by all necessary actions.

9. MISCELLANEOUS.

9.1 Notices. All notices or other communications required or permitted under this Agreement shall be in writing and given by certified mail (return receipt requested) or by nationally recognized overnight courier service that regularly maintains records of items and shall be delivered to Mortgagee or Tenant (applicable) at the addresses set forth below. Notices shall be effective upon receipt.

If to Tenant: SVT, LLC
2244 - 45th Street
Highland, Indiana 46322
Attn: Dave Wilkinson

With a copy to: Glenn R. Patterson
Lucas, Holcomb & Medrea, LLP
300 East 90th Drive
Merrillville, Indiana 46410

If to Mortgagee c/o CWCapital Asset Management LLC
7501 Wisconsin Avenue, Suite 500, West
Bethesda, MD 20814
Attn: Legal Department/ _____

With a copy to: _____

9.2 Successors and Assigns. This Agreement shall bind and benefit the parties, their successors and assigns, any Successor Landlord and its successors and assigns. If Mortgagee assigns the Mortgage, upon delivery to Tenant of written notice thereof all liability of the assignor shall terminate.

9.3 Entire Agreement. This Agreement constitutes the entire agreement between Mortgagee and Tenant regarding the subordination of the Lease to the Mortgage and the rights and obligations of Tenant and Mortgagee as to the subject matter of this Agreement.

9.4 Interaction with Lease. If this Agreement conflicts with the Lease, then this Agreement shall govern as between the parties and any Successor Landlord, including upon any attornment pursuant to this Agreement.

9.5 Mortgagee's Rights and Obligations. Except as expressly provided for in this Agreement, Mortgagee shall have no obligations to Tenant with respect to the Lease. If an attornment occurs pursuant to this Agreement, all rights and obligations of Mortgagee under this Agreement shall terminate, without thereby affecting in any way the rights and obligations of Successor Landlord provided for in this Agreement.

9.6 Interpretation; Governing Law. The interpretation, validity and enforcement of this Agreement shall be governed by and construed under the internal laws of the state where the Landlord's Premises is located excluding its principles of conflict of laws.

9.7 Amendments. This Agreement may be amended, discharged or terminated, or any of its provisions waived, only by a written instrument executed by the party to be charged.

9.8 Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the-same instrument.


9.9 Mortgagee's Authority. Mortgagee represents that Mortgagee has full authority to enter into this Agreement, and Mortgagee's entry into this Agreement has been duly authorized by all necessary actions.

IN WITNESS WHEREOF, this Agreement has been duly executed by Mortgagee and Tenant as of the Effective Date.

MORTGAGEE

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE, SUCCESSOR-IN-INTEREST TO BANK OF AMERICA, N.A., AS TRUSTEE, SUCCESSOR TO WELLS FARGO BANK, N.A., AS TRUSTEE FOR THE REGISTERED HOLDERS OF WACHOVIA BANK COMMERCIAL MORTGAGE TRUST, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-C32

By: CWCapital Asset Management LLC, solely in its capacity
As Special Servicer

By: 
Name: Lisa Troison
Title: Vice President

TENANT

SVT, LLC,
an Indiana limited liability company

By: 
Name: David Wilkinson
Title: President

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Megan Danko Auerbach



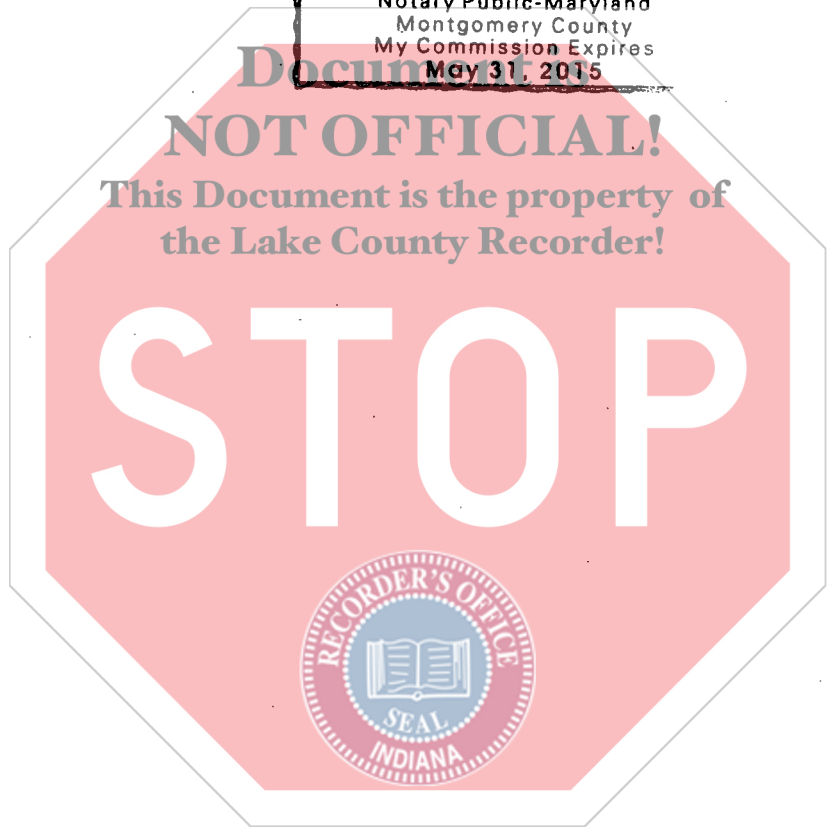
IT IS RECOMMENDED THAT, PRIOR TO EXECUTING THIS AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT HERETO. ALL SIGNATURES MUST BE ACKNOWLEDGED.

STATE OF Maryland)
) SS.
COUNTY OF Montgomery)

On December 19, 2012, personally appeared the above named Lisa Trohan, a Vice President of CWCapital Asset Management LLC, as special servicer for U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE, SUCCESSOR-IN-INTEREST TO BANK OF AMERICA, N.A., AS TRUSTEE, SUCCESSOR TO WELLS FARGO BANK, N.A., AS TRUSTEE FOR THE REGISTERED HOLDERS OF WACHOVIA BANK COMMERCIAL MORTGAGE TRUST, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-C32, and acknowledged the foregoing to be the free act and deed of said association, before me.

Amanda N. Lopez
Notary Public
My commission expires: 05-31-2015

AMANDA N. LOPEZ
Notary Public-Maryland
Montgomery County
My Commission Expires
May 31, 2015



IN WITNESS WHEREOF, this Agreement has been duly executed by Mortgagee and Tenant as of the Effective Date.

MORTGAGEE

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE, SUCCESSOR-IN-INTEREST TO BANK OF AMERICA, N.A., AS TRUSTEE, SUCCESSOR TO WELLS FARGO BANK, N.A., AS TRUSTEE FOR THE REGISTERED HOLDERS OF WACHOVIA BANK COMMERCIAL MORTGAGE TRUST, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-C32

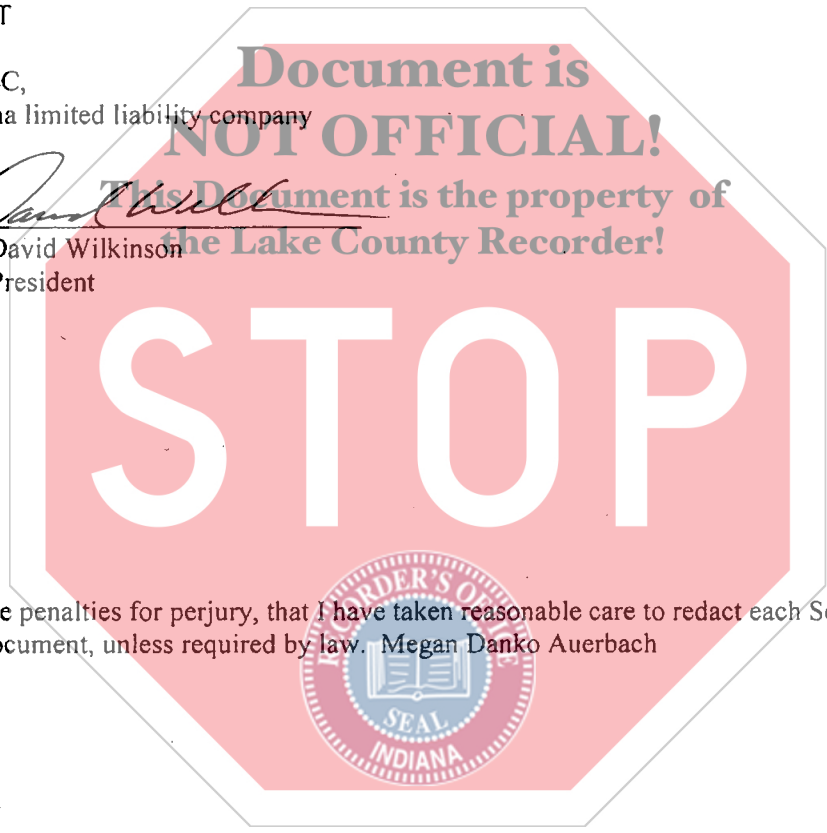
By: CWC Capital Asset Management LLC, solely in its capacity
As Special Servicer

By: [Signature]
Name: _____
Title: _____

TENANT

SVT, LLC,
an Indiana limited liability company

By: [Signature]
Name: David Wilkinson
Title: President



I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Megan Danko Auerbach

STATE OF Indiana)
) SS.
COUNTY OF Lake)

On December 18, 2012, personally appeared the above named David Wilkinson, the President, of SVT, LLC and acknowledged the foregoing to be the free act and deed of said limited liability company, before me.

IJUNIA O. VAILLANCOURT
Notary Public, State of Indiana
SEAL
County of Lake
My Commission Expires 11/17/2019

Junia O. Vaillancourt
Notary Public
My commission expires: 11-17-19

STATE OF _____)
) SS.
COUNTY OF _____)

On *11/17/19*, personally appeared the above named _____,
the _____, of HOBART RIDGE DELAWARE SPE LLC and acknowledged the
foregoing to be the free act and deed of said _____, before me.



Landlord consents and agrees to the terms of the foregoing Agreement, which was entered into at Landlord's request. The foregoing Agreement shall not alter, waive or diminish any of Landlord's obligations under the Mortgage or the Lease. The above Agreement discharges any obligations of Mortgagee under the Mortgage and related loan documents to enter into a non-disturbance agreement with Tenant.

Landlord irrevocably directs Tenant to comply with any Rent Payment Notice, notwithstanding any contrary direction, instructions, or assertion by Landlord. Tenant shall be entitled to rely on any Rent Payment Notice. Tenant shall be under no duty to controvert or challenge any Rent Payment Notice. Tenant's compliance with a Rent Payment Notice shall not be deemed to violate the Lease.

LANDLORD

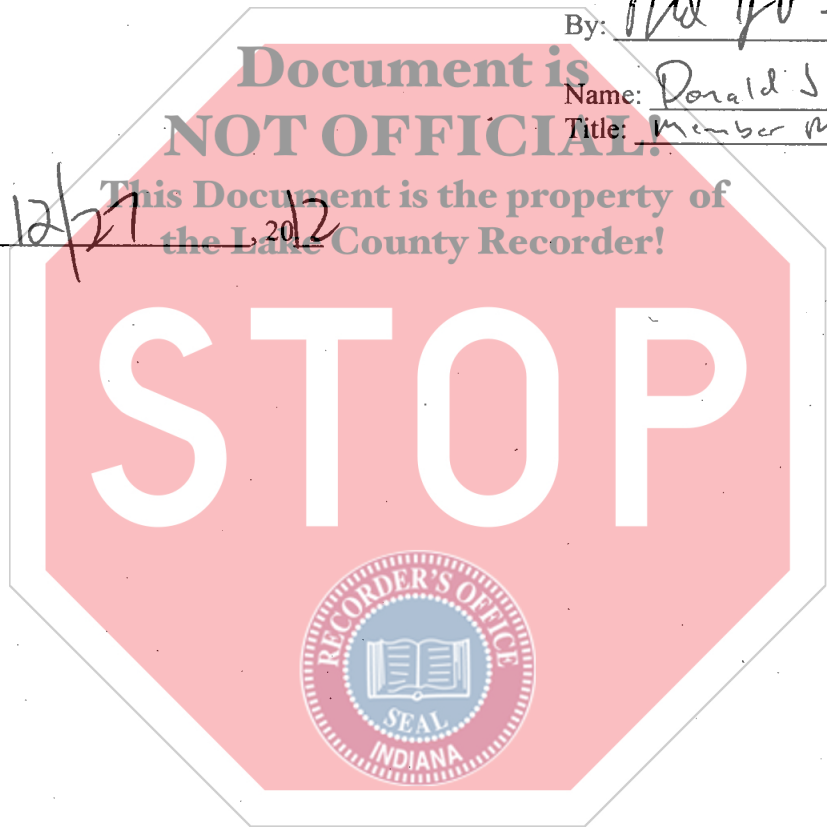
HOBART RIDGE DELAWARE SPE
LLC, a Delaware limited liability
company

By: *RD Jr*

Name: Ronald J. Weiss

Title: Member Manager

Dated: 12/27, 2012
ASG



STATE OF _____)
) SS.
COUNTY OF _____)

On December ____, 2012, personally appeared the above named David W. Wilkinson, the President, of SVT, LLC and acknowledged the foregoing to be the free act and deed of said limited liability company, before me.

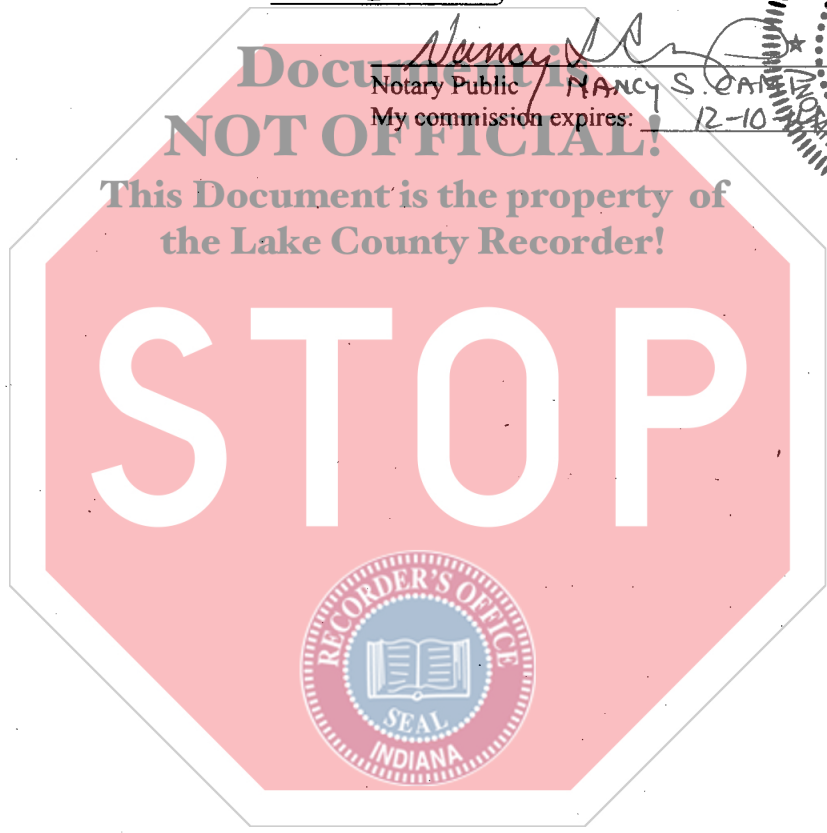
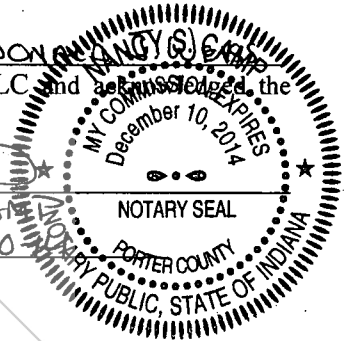
David W. Wilkinson

Notary Public
My commission expires: _____

STATE OF INDIANA)
) SS.
COUNTY OF LAKE)

On DECEMBER 17, 2012, personally appeared the above named Donna Nancy S. Galt the MEMBER/MANAGER, of HOBART RIDGE DELAWARE SPE LLC and acknowledged the foregoing to be the free act and deed of said LLC, before me.

Nancy S. Galt
Notary Public / NANCY S. GALT
My commission expires: 12-10-14



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

This Document is the property of the Lake County Recorder!

STOP



EXHIBIT A

Landlord's Premises

LOT 1, HOBART WISEWAY SUBDIVISION, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 101, PAGE 34, CORRECTED BY A CERTIFICATE OF CORRECTION DATED MAY 2, 2007 AND RECORDED MAY 4, 2007, AS DOCUMENT NO. 2007 037050, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

