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STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

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MICHAEL B. BROWH RECORDER

Prepared by and
After Recording Return to:

Dechert LLP
Cira Centre
2929 Arch Street
Philadelphia, PA 19104-2808 the Lake County Recorder!

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

Date:

Attn: David W. Forti, Esq.

June 14, 20£

Lender:

CITIGROUP CLOBAL MARKETS REALTY CORP, and MORGAN STANLEY

BANK, N.A.

Tenant:

GAMESTOP INC., A MINNESOTA CORPORATION

Landlord:

DDRM HIGHLAND GROVE LLC, A DELAWARE LIMITED LIABILITY

COMPANY

	AMOUNT \$	25,00
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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT (this "Agreement") made as of the Hay of June, 2017 between GameStop Inc., a Minnesota corporation, having an address at 625 Westport Parkway, Grapevine, TX 76051 ("Tenant"), and DDRM Highland Grove LLC, a Delaware limited liability company, its successors and/or assigns having an address at c/o DDR Corp., 3300 Enterprise Parkway, Beachwood, OH 44122 ("Landlord") and Citigroup Global Markets Realty Corp and Morgan Stanley Bank, N.A., together with their respective successors, assigns, designees and/or nominees, having an address at 390 Greenwich Street, 7th Floor, New York, NY 10013, Attn: Ana Rosu Marmann (collectively "Mortgagee").

WITNESSETH:

WHEREAS, Mortgagee will be the holder of a certain Mortgage, Deed of Trust or Deed ("Mortgage"), executed and delivered by DDRM Highland Grove LLC, a Delaware limited liability company, its successors and/or assigns ("Landford"), and which Mortgage will convey and constitute a lien on a certain estate and interest in and to the premises more particularly described in the Mortgage (the "Mortgaged Premises"); and

WHEREAS, Tenant has entered into a certain lease dated 1998, Extension and Modification of Lease dated January 31, 2007; Second Extension and Modification of Lease dated May 19, 2009 and Third Extension and Modification of Lease dated May 6, 2014 (said lease as heretofore amended and supplemented is hereinafter called the "Lease"), with Landlord demising space (the "Premises") in the Mortgaged Premises known as Highland Grove Shopping Center; and

WHEREAS, Mortgagee has agreed to recognize the status of Tenant under the Lease and Tenant has agreed to attorn to Mortgagee, upon and subject to the terms and conditions hereinafter set forth.

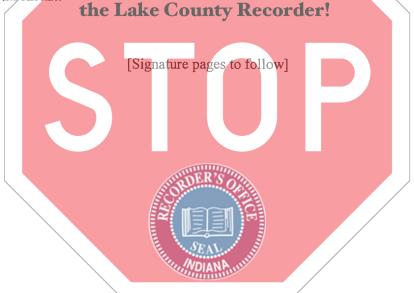
NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually covenant and agree as follows:

- 1. The lease and any extensions, renewals, replacements or modifications made after the date hereof, and all of the right, title and interest of Tenant in and to the Premises are and shall be subject and subordinate to the Mortgage and to all of the terrosa covenants and conditions contained therein, and to any renewals, modifications, replacements, considerations and extensions thereof.
- 2. Provided that there is then no continuing default under the Lease and no event has occurred and no condition exists which entitle Landlord to terminate the Lease under its terms or would cause without any further action by Landlord, the termination of the Lease, or would entitle Landlord to dispossess Tenant from the Premises, Mortgagee agrees that (a) in the event of foreclosure of the Mortgage, Tenant shall not be named as a party in any action or proceeding to enforce the Mortgage, (b) in the event Mortgagee comes into possession or acquires title to the Premises as a result of the enforcement or foreclosure of the Mortgage, or as a result of any other means, Mortgagee agrees that Tenant shall not be disturbed in its possession or occupancy of the Premises and (c) Mortgagee will recognize the Lease and Tenant's rights thereunder.
- 3. Upon any foreclosure of the Mortgage or other acquisition of the Premises, Tenant shall attorn to Mortgagee or any other party acquiring said property or so succeeding to Landlord's rights and shall recognize Mortgagee as its landlord under the Lease and Tenant shall promptly execute and deliver any instrument that Mortgagee may reasonably request in writing to evidence further said attornment.



- 4. Upon such foreclosure of the Mortgage or other acquisition of the Mortgaged Premises and attornment, the Lease shall continue as a direct lease between the Mortgagee and Tenant upon all terms, covenants and conditions thereof as are then applicable except that the Mortgagee shall not be (a) bound by any rent or additional rent which Tenant might have paid for more than the current month to any prior landlord or (b) liable for the return of any security deposit which Tenant might have paid to any prior landlord, unless Mortgagee shall have actually received such deposit.
- 5. Tenant acknowledges that Landlord may have agreed under the Mortgage and other loan documents that rentals payable under the Lease shall be paid directly by Tenant to Mortgagee upon an event of default on the part of Landlord under the Mortgage. After receipt of notice from Mortgagee to Tenant, at the address set forth above or such other address as to which Mortgagee has been notified in writing, that rentals under the Lease should be paid to Mortgagee, together with evidence reasonably satisfactory to Tenant supporting said claim, Tenant shall pay to the Mortgagee, or at the direction of Mortgagee, all monies due or to become due to Landlord under the Lease. Tenant shall have no responsibility to ascertain whether such demand by Mortgagee is permitted under the Mortgage, or to inquire into the existence of an event of default. Landlord hereby waives any right, claim, or demand it may now or hereafter have against Tenant by reason of such payment to Mortgagee, and shall discharge the obligations of Tenant to make such payment to Landlord.
- 6. This Agreement shall bind and incre to the benefit of the parties hereto, their successors and assigns. As used herein, (a) the term "Tenant" shall include any subtenant, successors and/or assigns of Tenant named herein; (b) the words "foreclosure" and "foreclosure sale" shall be deemed to include the acquisition of Landlord's estate in the Premises by voluntary deed (or assignment) in lieu of foreclosure; and (c) the word "Mortgagee" shall include the Mortgagee herein specifically named and any of its successors and assigns, and shall include anyone or any entity who shall have succeeded to Landlord's interest in the Premises by, through or under foreclosure of the Mortgage or as a result of any other means.
- Anything herein or in the Lease to the contrary notwithstanding, in the event that Mortgagee shall acquire title to the Premises, Mortgagee shall have no obligation, nor incur any liability, beyond Mortgagee's then interest, if any, in the Premises and Tenant shall look exclusively to such interest of Mortgagee, if any, in the Premises for the payment and discharge of any obligations imposed upon Mortgagee hereunder or under the Lease and Mortgagee is hereby released or relieved of any other Liability hereunder and under the Lease. Tenant agrees that with respect to any money judgment which may be obtained or secured by Tenant against Mortgagee in the Premises and Tenant will not collect or attempt to collect any such judgment (i) from any officer, director, shareholder, partner, employee, agent or representative of Mortgagee or (ii) out of any assets of Mortgagee other than Mortgagee's estate or interest in the Premises or the proceeds from the sale thereof.
- 8. Wherever used herein, the singular shall include both the singular and the plural and the use of any gender shall apply to all genders.
- 9. This Agreement shall be governed by and construed in accordance with the laws of the State where the Premises is located, applicable to similar agreements made and to be performed entirely within said State. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing this Agreement to be drafted.
- 10. This Agreement shall not be modified or amended except in writing signed by all parties hereto.

- 11. All notices and other communications provided for hereunder shall be in writing and mailed (registered or certified mail, return receipt requested, postage prepaid), hand delivered sent by nationally recognized overnight courier (prepaid), if to Mortgagee, at its address above stated, if to Landlord, at its address above stated and if to Tenant, at its address above stated, Attention: Legal Department or at such other address as may from time to time be given by such person in a written notice to the others. All such notices and such communications shall be effective when received at the address specified as aforesaid.
- 12. Each entity executing and delivering this Agreement represents and warrants to the other(s) that the individuals executing this Agreement on behalf of such entity are duly empowered and authorized to do so on behalf of such entity.
- 13. If a fully executed Agreement is not returned to Tenant within sixty (60) days of the earliest date notarized, this statement shall be null and void.
- 14. All of the foregoing representations are based upon Tenant's present, actual knowledge. No provision of this document shall be deemed to modify, diminish or expand any rights or obligations as stated in the Lease. In the event that a term in this document conflicts or appears to conflict with the terms of the Lease, then the terms of the Lease shall control the respective rights and obligations between the Landlord and Tenant. This document shall not be used to supplant any due diligence requirement.





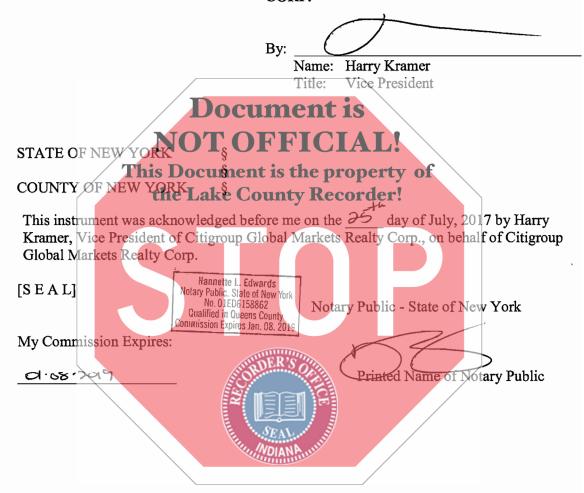
IN WITNESS WHEREOF, the parties hereto have executed this Subordination, Non-Disturbance an Attornment Agreement as of the day and year last signed and notarized below.	ıd
TENANT: Gamestop Inc. By: Name: Marc Summey Title: Senior Vice President of Real Estate	
(Notary of Tenant)	
STATE OF TEXAS	
COUNTY OF TARRANT	, '
BE IT REMEMBERED, that on this Control of the subscribe named below, personally appeared Marc Sinnies who Land Satisfied is the person who signed the within instrument as Senior Vice President of Real Estate for GameStop Inc., a Minneson corporation, that the within instrument made by said corporation was signed and delivered by him/her a such officer and is the voluntary act and deed of the corporation, made by virtue of authority from in Board of Directors. Notary Public, State of Texas Comm. Expires 10-14-2020 Ngtary ID 130863001 Notary Public Notary Public	ne ta
By: Names: DER's O	
(Notary of Mortgagee)	
STATE OFSS:	
COUNTY OF	
BE IT REMEMBERED, that on this day of, 20, before me the subscribe named below, personally appeared, who I am satisfied is the person who signed the within instrument as of, a	ed nd
Notary Public	



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

LENDER:

CITIGROUP GLOBAL MARKETS REALTY CORP.



MORGAN STANLEY BANK. N.A.

By:

Name: Cynthia B

Title:

Authorized Signatory

STATE OF NEW YORK

Document is

COUNTY OF NEW YORK OF OFFICIAL!

This Document is the property of
This instrument was acknowledged before me on the day of July, 2017 by Cynthia
Eckes, Authorized Signatory of Morgan Stanley Bank N.A., on behalf of Morgan Stanley
Bank N.A.

[SEAL]

My Commission Expires:

Notary Public - State of New York

Printed Name of Notary Public

Notary Public, State of Name

No. 01HS6336348 Qualified in New York County Commission Expires 02/06/2020 Notary Public

LANDLORD:

By: Name: Aicheal Decrine

Title: Sup . + Fundswanagenen

(Notary of Landlord)

STATE OF OHIO

COUNTY OF CUYALLOGA

BE IT REMEMBERED, that on this contact that on this contact the subscriber named below, personally appeared within instrument as the person who signed the within instrument as the person who signed the within instrument as the within instrument made by said corporation was signed and delivered by him/her as such officer and is the voluntary act and deed of the corporation, made by virtue of authority from its Board of Directors. The Lake County Records:





EXHIBIT A

LEGAL DESCRIPTION

PARCEL I (Fee):

That part of Lot 1 in Highland Town Center Subdivision, in the Town of Highland, Indiana, as shown in Plat Book 77, Page 23 in the Office of the Recorder of Lake County, Indiana, bounded and described as follows: Commencing at the Southeast corner of said Lot 1, thence North 89 degrees 27 minutes 34 seconds West, along the South line said Lot 1, 1148.11 feet; thence North 00 degrees 11 minutes 11 seconds West along a Westerly line of said Lot 1, 0.09 feet; thence North 34 degrees 46 minutes 25 seconds West, along a Westerly line of said Lot 1, 17,72 feet; thence North 01 degrees 55 minutes 20 seconds East, along a Westerly line of said Lot 1, 237.97 feet, to the point of beginning; thence North 01 degrees 55 minutes 20 seconds East, continuing along the afore-described course, 10.55 feet; thence North 02 degrees 34 minutes 45 seconds East, along a Westerly line of said Lot C 974/45/feet; thence North 44 degrees 51 minutes 46 seconds East, along a Westerly line of said Lot 1, 34.16 feet, thence North 89 degrees 50 minutes 12 seconds East, along a line at right angles to the East line of said Lot 1, 242.70 feet; thence South 38 degrees 01 minutes 43 seconds East 27.73 feet; thence South 00 degrees 09 minutes 48 seconds East, along a line parallel to said East line of Lot 1, 196.68 feet; thence North 89 degrees 50 minutes 12 seconds East, along a line at right angles to said East line of Lot 1, 6.50 feet; thence South 00 degrees 09 minutes 48 seconds East, along a line parallel to said East line of Lot 1, 190.13 feet; thence South 89 degrees 50 minutes 12 seconds West, along a line at right angles to said East line of Lot 1, 100.63 feet; thence North 00 degrees 09 minutes 48 seconds West, along a line parallel to said East line of 1001, 44.00 feet; thence South 89 degrees 50 minutes 12 seconds West, along a line of the langles to said East line of Lot 1,90,00 feet; thence South 00 degrees 09 minutes 48 seconds East, along a line parallel to said East line of Lot 1, 44.00 feet; thence South 89 degrees 50 minutes 12 seconds West, along a line at right angles to said East line of Lot 1, 118.05 feet, to the point of beginning.

PARCEL II (Fee):

That part of Lot 1 Highland Town Center, in the Town of Highland, as shown in Plat Book 77, Page 23 in the Office of the Recorder of Lake County, Indiana, bounded and described as follows:

Commencing at the Southeast corner of said Lot 1, thence North 00 degrees 09 minutes 48 seconds West, along the East line of said Lot 1, 1570.41 feet, to the point of beginning; thence South 89 degrees 50 minutes 12 seconds West, at right angles to the last described course, 54.71 feet; thence Northwesterly, on a curve, tangent to the last described course, concave Northeasterly, having a radius of 50.00 feet, an arc distance of 52.36 feet, to a point of tangency; thence North 30 degrees 09 minutes 48 seconds West, 376.76 feet; thence South 59 degrees 50 minutes 12 seconds West, at right angles to the last described course, 342.99 feet; thence North 30 degrees 09 minutes 48 seconds West, at right angles to the last described course, 19.05 feet;

thence South 59 degrees 50minutes 12 seconds West at right angles to the last described course, 421.99 feet; thence North 30 degrees 09 minutes 48 seconds West, at right angles to the last described course, 247.42 feet; thence North 89 degrees 56 minutes 47 seconds West, 6.20 feet to a point on the East line of Indianapolis Boulevard dedicated per Instrument No. 2002-063152; thence North 00 degrees 13 minutes 07 seconds East, along said East line, 192.91 feet; thence North 06 degrees 33 minutes 06 seconds East, continuing along said East line, 68.09 feet; thence Easterly, on a non-tangent curve, concave Northerly, having a radius of 61.50 feet, an arc distance of 29.55 feet, and a chord bearing South 76 degrees 59 minutes 20 seconds East, to a point of tangency; thence North 89 degrees 42 minutes 42 seconds East, 55.25 feet; thence Northeasterly on a curve, tangent to the last described course, concave Northwesterly, having a radius of 180.00 feet, an arc distance of 227.92 feet, to a point of reverse curvature; thence Northeasterly along said reverse curve, concave Southeasterly, having a radius of 100.00 feet, an arc distance of 74.48 feet, to a point of tangency; thence North 59 degrees 50 minutes 12 seconds East, 186.50 feet; thence North 00 degrees 17 minetes 18 seconds West, 76.58 feet, to a point on a Northerly line of said Lot 1, 462.18 feet East of the Northwest corner of said Lot 1 (as measured along said Northerly line of Lot 1); thence South 89 degrees 23 minutes 21 seconds East, along a Northerly line of said Lot 1, 198.92 feet; thence South 78 degrees 24 minutes 08 seconds East, along a Northerly line of said Lot 1, 428.64 feet, to the Northeast corner of said Lot 1; thence South 00 degrees 00 minutes 48 sounds East 210 mg and East line of Lot 1, 716.55 feet, to the point of beginning.

PARCEL III (Fee):

That part of Lot 1 in Highland Town Center Subdivision, in the Town of Highland, Indiana, as shown in Plat Book 77, Page 23 in the Office of the Recorder of Lake County, Indiana, bounded and described as follows:

Commencing at the Southeast corter of said Let 1; thence North 00 degrees 09 minutes 48 seconds West, along the East line of said Lot, 463.92 feet, to the point of beginning; thence South 89 degrees 50 minutes 12 seconds West, perpendicular to the last described line, 195.93 feet; thence South 00 degrees 09 minutes 48 seconds East 10.00 feet; thence South 89 degrees 50 minutes 12 seconds West, 239.56 feet; thence North 06 degrees 09 minutes 48 seconds West, 2.79 feet; thence South 89 degrees 50 minutes 12 seconds West, 411.75 feet; thence North 00 degrees 09 minutes 48 seconds West, 196 68 feet; thence North 38 degrees 01 minutes 43 seconds West, 27.73 feet; thence South 89 degrees 50 minutes 12 seconds. West, 242.70 feet, to a point on a Westerly line of said Lot 1; thence North 44 degrees 51 minutes 46 seconds East, along a Westerly line of said Lots 1, 6.41 feet; thence North 02 degrees 34 minutes 45 seconds East, along a Westerly line of said Lot 1, 60.00 feet; thence North 41 degrees 03 minutes 43 seconds West, along a Westerly line of said Lot 1, 6.00 feet; thence North 89 degrees 50 minutes 12 seconds East, along a line at right angles to said East line of Lot 1, 236.24 feet; thence North 44 degrees 50 minutes 12 seconds East, 28.28 feet; thence, North 00 degrees 09 minutes 48 seconds West, along a line parallel to said East line of Lots 1, 223.40 feet; thence Northerly, on a curve, tangent to the last described course, concave Easterly, having a radius of 441.00 feet, an arc distance of 165.50 feet, thence North 20 degrees 58 minutes 46 seconds West, 33.66 feet, thence North 63 degrees 17 minutes 54 seconds West, 138.72 feet; thence Westerly, on a curve, tangent to the last described course, concave Southerly, having a radius of 195.00 feet, an arc distance of 91.43 feet,

to a point of tangency; thence South 89 degrees 50 minutes 12 seconds West, along a line at right angles to said East line of Lot 1, 34.00 feet, to a point on a Westerly line of said Lot 1; thence North 01 degrees 08 minutes 49 seconds East, along a Westerly line of said Lot 1, 70.01 feet; thence North 89 degrees 50 minutes 12 seconds East, along a line at right angles to said East line of Lot 1, 63.62 feet; thence Easterly, on a curve, tangent to the last described course, concave Southerly, having a radius of 125.00 feet, an arc distance of 58.61 feet, to a point of tangency; thence South 63 degrees 17 minutes 54 seconds East, 36.23 feet; thence Northeasterly, on a curve, tangent to the last described course, concave northwesterly, having a radius of 35.00 feet; an arc distance of 61.20 feet; thence Southerly, on a curve, concave Westerly, having a radius of 125.00 feet, an arc distance of 41.38 feet, and a chord bearing South 26 degrees 00 minutes 14 seconds West; thence South 63 degrees 17 minutes 54 seconds East, 128.82 feet; thence Northeasterly, on a curve, concave Southeasterly, having a radius of 441.00 feet, an arc distance of 204.49 feet and a chord bearing North 46 degrees 33 minutes 18 seconds East, to a point of tangency; thence North 59 degrees 50 minutes 21 seconds East 158.09 feet Shence North 89 degrees 50 minutes 12 seconds East, along a line at right angles to said. East line of Lot 1, 489.81 feet, to a point on said East line of Lot 1, 984.7 feet North of the point of beginning (as measured along said East line of Lot 1); thence South 00 degrees 09 minutes 48 seconds East, along said East line of Lot 1, 984.72 feet, to the point of beginning.
the Lake County Recorder!

PARCEL IV (Easement):

Easement rights for ingress and egress, utilities, storm drainage and signs, as contained in Operation and Easement Agreement by and between Dayton Hudson Corporation, Opus North Corporation and Calumet National Bank, as Trustee under Declaration of Trust dated May 11, 1992 and known as Trust No. P-3895 and recorded September 26, 1994 as Instrument No. 94-66757, as amended by First Amendment to Operation and Easement Agreement recorded April 6, 1995 as Instrument No. 95-19082 and Second Amendment to Operation and Easement Agreement recorded July 6, 1995 as Instrument No. 93-37841.

PARCEL V (REE):

That part of Lot 1 in Highland Town Center Subdivision, being a subdivision of part of the West Half of the Southwest Quarter of Section 33 and part of the Southeast Quarter of Section 32, Township 36 North, Range 9 West of the Second Principal Meridian, according to the plat thereof recorded September 8, 1994 in Plat Book 77, page 23 as Instrument No. 94063408 in the Office of the Recorder of Lake County, Indiana, described as follows: Commencing at the Southeast corner of said Lot 1; thence North 89 degrees 27 minutes 34 seconds West, along the South line of said Lot 1, 1148.11 feet to the point of beginning; thence North 00 degrees 11 minutes 11 seconds West, along a Westerly line of said Lot 1, 0.09 feet; thence North 34 degrees 46 minutes 25 seconds West, along a Westerly line of said Lot 1, 17.72 feet; thence North 01 degrees 55 minutes 20 seconds East, along a Westerly line of said Lot 237.97 feet; thence North 89 degrees 50 minutes 12 seconds East, along a line at right angles to said East line of Lot 1, 118.05 feet; thence North 00 degrees 09 minutes 48 seconds West, along a line parallel to said East line of Lot 1, 44.00 feet; thence North 89 degrees 50 minutes 12 seconds East, along a line at right angles to said East line of Lot 1, 90.00 feet; thence South 00 degrees 09 minutes 48 seconds East, along a line parallel to said East line of Lot 1, 44.00 feet; thence North 89 degrees

50 minutes 12 seconds East, along a line at right angles to said East line of Lot 1, 100.63 feet; thence South 00 degrees 09 minutes 48 seconds East, along a line parallel to said East line of Lot 1, 221.14 feet; thence Southwesterly 36.01 feet along the arc of a circle, tangent to the last described line, convex to the Southeast, having a radius of 61.50 feet and whose chord bears South 16 degrees 36 minutes 47 seconds West, 35.50 feet to point of intersection with the South line of said Lot 1; thence North 89 degrees 27 minutes 34 seconds West, along said South line of Lot 1, a distance of 297.06 feet to the point of beginning.

Commonly known as: 10300 Indianapolis Blvd., Indianapolis, Indiana

