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MICHAEL B. BROWN
RECORDER

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AFTER RECORDING RETURN TO:
CITIGROUP GLOBAL MARKETS REALTY CORP.
390 Greenwich Street, 7th Floor
New York, NY 10013
Attn.: Ana Rosu Marmann

2017 067359

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement") is entered into as of June 14, 2017 (the "Effective Date") by and between CITIGROUP GLOBAL MARKETS REALTY CORP., and MORGAN STANLEY BANK, N.A. (together with their respective successors, assigns, designees and/or nominees, collectively hereinafter referred to as "Lender"), ~~DDRM HIGHLAND GROVE LLC~~, a Delaware limited liability company (hereinafter referred to as "Landlord"), and ~~BC RETAIL, LLC~~, a Delaware limited liability company, d/b/a Famous Footwear #1331 (successor-in-interest by merger to Brown Group Retail, Inc., a Pennsylvania corporation) (hereinafter referred to as "Tenant") with reference to the following facts:



- A. Tenant has executed that certain lease dated December 21, 1994 (as the same may from time to time be assigned, subleased, renewed, extended, amended, modified or supplemented, collectively the "Lease") covering the premises described in the Lease ("Premises") in that certain building located at Highland Grove Shopping Center, Highland, Indiana (the "Property"), the legal description of which is attached hereto as EXHIBIT A, Property Description;
- B. Lender has made or intends to make a loan to Landlord (the "Loan");
- C. To secure the Loan, Landlord has or will encumber the Property by entering into a mortgage, security deed or deed of trust in favor of Lender (as amended, increased, renewed, extended, spread, consolidated, severed, restated, or otherwise changed from time to time, the "Mortgage") to be recorded with the registry or clerk of the county in which the Property is located;
- D. Tenant and Lender desire to agree upon the relative priorities of their interests in the Property and their rights and obligations if certain events occur.

NOW, THEREFORE, the parties hereto mutually agree as follows:

- 1. The Lease shall be subordinate in all respects to the lien of the Mortgage and to any and all advances to be made thereunder.
- 2. So long as no event of default on the part of Tenant under the Lease shall exist which would entitle Landlord to terminate the Lease, or if such an event of default shall exist, so long as the Tenant's time to cure the default shall not have expired, the term of the Lease shall not be terminated or modified in any respect whatsoever and Tenant's right of possession to the Premises and its right in and to any common areas and its other rights arising out of the Lease will all be fully recognized and protected by Lender and shall not be disturbed, canceled, terminated or otherwise affected by reason of the Mortgage or any action or proceeding instituted by Lender to foreclose the Mortgage, or any extension, renewal, consolidation or replacement of same, irrespective of whether Tenant shall have been joined in any action or proceeding.

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3. In the event that Lender takes possession of the Premises, either as the result of foreclosure of the Mortgage or accepting a deed to the Premises in lieu of foreclosure, or otherwise, or the Premises shall be purchased at such a foreclosure by a third party, Tenant shall attorn to Lender or such third party and recognize Lender or such third party as its landlord under the Lease, and Lender or such third party will recognize and accept Tenant as its tenant thereunder, whereupon, the Lease shall continue in full force and effect as a direct lease between Lender or such third party and Tenant for the full term thereof, together with all extensions and renewals thereof, and Lender or such third party shall thereafter assume and perform all of Landlord's obligations, as the landlord under the Lease with the same force and effect as if Lender or such third party were originally named therein as the landlord; provided, however, that Lender or such third party shall not be:

(a) liable for any act or omission, except for ongoing maintenance obligations of any prior landlord (including Landlord), unless and to the extent Lender was furnished notice and opportunity to cure the same in accordance with the provisions of this Agreement prior to taking possession of such Premises; or

(b) subject to any offsets or defenses, which Tenant might have against any prior landlord (including Landlord), except for Tenant's offset rights and defenses provided for in the Lease to the extent Lender is furnished notice and opportunity to cure the same in accordance with the provisions of the Lease and/or this Agreement; or

(c) bound by any rent or additional rent which Tenant might have paid for more than 30 days in advance to any prior landlord (including Landlord); or

(d) liable for refund of all or any part of any security deposit unless such security deposit shall have been actually received by Lender.

4. Tenant has notice that the Lease and the rents and all other sums due thereunder have been assigned to Lender as security for the loan secured by the Mortgage. In the event Lender notifies Tenant of the occurrence of a default under the Mortgage and demands that Tenant pays its rent and all other sums due or to become due under the Lease directly to Lender, Tenant shall honor such demand and pay its rent and all other sums due under the Lease directly to Lender or as otherwise authorized in writing by Lender. Landlord hereby irrevocably authorizes Tenant to make the foregoing payments to Lender upon such notice and demand.

5. In the event Landlord shall fail to perform or observe any of the terms, conditions or agreements in the Lease, Tenant shall give written notice thereof to Lender and Lender shall have the right (but not the obligation) to cure such default. Tenant shall not take any action with respect to such default under the Lease (including without limitation any action in order to terminate, rescind or avoid the Lease or to withhold any rent or other monetary obligations thereunder) for a period of 30 days following receipt of such written notice to Lender; provided, however, that in the case of any default which cannot with diligence be cured within such 30 day period, if Lender shall proceed promptly to cure such default and thereafter prosecute the curing of such default with diligence and continuity, then the time within which such default may be cured shall be extended for such period as may be necessary to complete the curing of such default with diligence and continuity.

6. All notices given under this Agreement by one party to the others shall be sent to the following addresses:

Lender: Citigroup Global Markets Realty Corp.
390 Greenwich Street
7th Floor
New York, New York 10013
Attention: CMBS Real Estate Legal Notices

Morgan Stanley Bank, N.A.
1585 Broadway
25th Floor
New York, New York 10036
Attention: George Kok

Landlord: DDRM Highland Groves LLC
c/o DDR Corp.
3310 Eastwood Parkway
Beachwood, OH 44122
Attention: Executive Vice President - Leasing
cc: General Counsel

Tenant: BG Retail, LLC
c/o Caleres, Inc.
8300 Maryland Avenue
St. Louis, MO 63105-3693
Attention: Real Estate Legal Dept., Store #1331
Facsimile No.: 314-854-2050



or such other address as any party shall designate in writing. All notices shall be in writing and shall be (a) hand delivered; (b) sent by United States express mail or by private overnight courier; or (c) served by certified mail postage prepaid, return receipt requested, to the appropriate address set forth above. Notices served as provided in (a) or (b) above shall be deemed effective upon delivery. Any notice served as provided in (c) above shall be deemed effective on the day of actual delivery as shown by the addressee's return receipt or the expiration of three business days after the date of mailing, whichever is earlier in time.

7. This Agreement shall bind and benefit the parties and their respective affiliates, successors and assigns. If Lender assigns the Mortgage, then upon delivery to Tenant of written notice thereof accompanied by the assignee's written assumption of all obligations under this Agreement, all liability of the assignor shall terminate.

8. This Agreement constitutes the entire agreement between the parties and no modifications shall be binding upon any party hereto unless set forth in a document duly executed by or on behalf of such party.

9. The interpretation, validity and enforcement of this Agreement shall be governed by and construed under the law of the state in which the Premises are located.

10. This Agreement may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original. This Agreement may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single Agreement.

11. At Tenant's option, this Agreement may be nullified and void unless Tenant receives a fully executed original counterpart hereof on or before the 60th day following the date of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]



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

~~LENDER SEE ATTACHED PAGES~~

~~CITIGROUP GLOBAL MARKETS REALTY CORP.~~

~~By: _____
its Authorized Signatory~~

~~MORGAN STANLEY BANK, N.A.~~

Document is NOT OFFICIAL!

~~By: _____
its Authorized Signatory~~

This Document is the property of the Lake County Recorder!

LANDLORD

DDRM HIGHLAND GROVE LLC,
a Delaware limited liability company

By: Michael Deering
Name: Michael Deering
Title: Senior Vice President of Funds Management



TENANT

BG RETAIL, LLC,
a Delaware limited liability company
d/b/a Famous Footwear


By: K. Ortwerth
Name: Katie Ortwerth, Esq.
Title: Senior Manager, Real Estate Legal Dept.

[NOTARY ACKNOWLEDGEMENTS TO FOLLOW]

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.

By: 
Name: Harry Kramer
Title: Vice President

STATE OF NEW YORK §
COUNTY OF NEW YORK §

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This instrument was acknowledged before me on the 25th day of July, 2017 by Harry Kramer, Vice President of Citigroup Global Markets Realty Corp., on behalf of Citigroup Global Markets Realty Corp.

[S E A L]

Nannette L. Edwards
Notary Public, State of New York
No. 01ED6158862
Qualified in Queens County
Commission Expires Jan. 08, 2019

Notary Public - State of New York

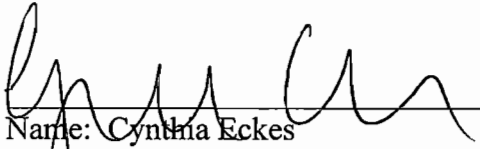
My Commission Expires:

01-08-2019


Printed Name of Notary Public



MORGAN STANLEY BANK. N.A.

By: 
Name: Cynthia Eckes
Title: Authorized Signatory

STATE OF NEW YORK

COUNTY OF NEW YORK

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This Document is the property of the Lake County Recorder!

This instrument was acknowledged before me on the 7th day of July, 2017 by Cynthia Eckes, Authorized Signatory of Morgan Stanley Bank N.A., on behalf of Morgan Stanley Bank N.A.

[S E A L]

My Commission Expires:

02/08/2020

Notary Public - State of New York

Printed Name of Notary Public

GEORGE HSU
Notary Public, State of New York
No. 01HS6336648
Qualified In New York County
Commission Expires 02/08/2020



LANDLORD ACKNOWLEDGEMENT

STATE OF OHIO §
COUNTY OF CUYA HOGA §

This instrument was acknowledged before me on the 4th day of August, 2017, by Michael Deering, Senior Vice President of DDRM Highland Grove LLC, a Delaware limited liability company, on behalf of said limited liability company.



DEBRA CASPIO
Notary Public, State of Ohio
My Commission Expires
March 6, 2019

[S E A L]

My Commission Expires
3-6-19

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Debra Caspio
Notary Public, State of Ohio
Debra Caspio
Printed Name of Notary Public



STATE OF MISSOURI §
COUNTY OF ST. LOUIS §



I, Lisa J. Sifford, a Notary Public of the County and State aforesaid, certify that Katie Ortwerth, personally came before me this day and acknowledged that she is an Attorney and Senior Manager, Real Estate Legal Department of BG Retail, LLC, a Delaware limited liability company, that she executed the foregoing instrument and acknowledged to me that the same was the act of the said limited liability company, and that she executed the same as the act of such limited liability company for the purposes and consideration therein expressed and in the capacity therein stated.

WITNESS my hand and official stamp or seal, this 15 day of June, 2017.

My Commission Expires: December 28, 2018

Lisa J. Sifford
Notary Public

[S E A L]

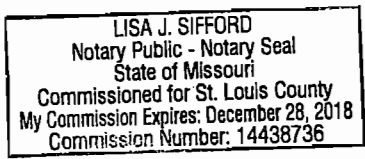


EXHIBIT A

Property Description

A part of Lot 1 in Highland Town Center Subdivision, an addition to the Town of Highland, Indiana, the plat of which is recorded in Plat Book 77, page 23, in the Office of the Recorder of Lake County, Indiana, and being that part of the grantor's land lying within the right-of-way lines depicted on the attached Right-of-Way Parcel Plat marked as Exhibit "B", described as follows: Commencing at the northwest corner of said lot; thence South 5 degrees 04 minutes 24 seconds West 70.138 meters (230.11 feet) along the western line of said lot; thence South 0 degrees 26 minutes 56 seconds East 32.135 meters (105.43 feet) along said western line to the northwest corner of the grantor's land and the point of beginning of this description: thence along the northeastern line of the grantor's land Southeasterly 8.957 meters (29.39 feet) along an arc to the left and having a radius of 18.745 meters (61.50 feet) and subtended by a long chord having a bearing of South 50 degrees 04 minutes 27 seconds East and a length of 8.872 meters (29.11 feet); thence South 6 degrees 33 minutes 06 seconds West 20.754 meters (68.09 feet) to point "1989" designated on said parcel plat; thence South 0 degrees 14 minutes 14 seconds East 58.638 meters (192.38 feet) to the south line of the grantor's land; thence South 89 degrees 33 minutes 04 seconds West 4.013 meters (13.17 feet) along said south line to the southwest corner of the grantor's land and the west line of said lot; thence North 0 degrees 26 minutes 56 seconds West 84.984 meters (278.82 feet) along said west line to the point of beginning and containing 0.0371 hectares (0.092 acres) more or less.

TOGETHER with the permanent extinguishment of all rights and easements of ingress and egress to, from, and across the limited access facility (to be known as U.S.R. 41 and as Project NH-019-4(014)), to and from the grantor's abutting lands along the lines described as follows: The 58.638-meter course described above. Also, the Southern 4.532 meters (14.87 feet) of the 20.754-meter course described above, having a northern terminus at point "3228" as shown on the aforesaid Right-of-Way Parcel Plat. This restriction shall be a covenant running with the land and shall be binding on all successors in title to the said abutting lands.

This description was prepared for the Indiana Department of Transportation by Lawrence C. Suhre, Indiana Registered Land Surveyor, License Number 910018, on the 29th day of June, 2001.