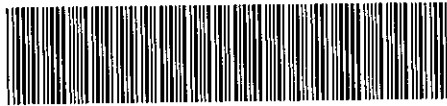


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By

RICHARD H. TAYLOR
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT, made and entered into as of the 9th day of August, 1999, by and between KMART CORPORATION, a Michigan Corporation, ("Tenant"), whose address is 3100 West Big Beaver Road, Troy, Michigan 48084, and THE LAFAYETTE LIFE INSURANCE COMPANY ("Lender"), whose address is Attn: Investment Department, 1905 Teal Road, P.O. Box 7007, Lafayette, Indiana 47903.

A. Lender has agreed to make a mortgage loan (the "loan") to Maple Joint Venture II LLC (the "Borrower") to be secured by a mortgage or deed of trust (the "Deed of Trust") on the real property legally described in Exhibit "A" attached hereto (the "Premises"); and

B. Tenant is the present lessee under a lease dated November 24, 1992, made by Maple Joint Venture (now assigned to Maple Joint Venture II LLC), as Landlord, demising a portion of the Premises and other property (said lease and all amendments thereto being referred to as the "Lease"); and

C. The loan terms require that Tenant subordinate the Lease and its interest in the Premises in all respects to the lien of the Deed of Trust and that Tenant attorn to Lender; and that Tenant has executed a prior Subordination, Non-disturbance and Attornment Agreement in favor of The National Bank of Commerce, Trust and Savings Association;

D. In return, Lender is agreeable to not disturbing Tenant's possession of the portion of the Premises covered by the Lease (the "Demised Premises"), so long as Tenant is not in default under the Lease;

NOW, THEREFORE, the parties hereby agree as follows:

1. Subordination. The Lease, and the rights of Tenant in, to and under the Lease and the Demised Premises, are hereby subjected and subordinated to the lien of the Deed of Trust.

2. Tenant Not To Be Disturbed. So long as Tenant is not in default (beyond any period given Tenant by the terms of the Lease to cure such default) in the payment of rent or additional rent or of any of the terms, covenants or conditions of the Lease on Tenant's part to be performed, (a) Tenant's possession of the Demised Premises, and its rights and privileges under the Lease, including but not limited to any extension or renewal rights, shall not be diminished or interfered with by Lender, and (b) Lender will not join Tenant as a party defendant in any action or proceeding foreclosing the Deed of Trust unless such joinder is necessary to foreclose the Deed of Trust and then only for such purpose and not for the purpose of terminating the Lease. If Lender joins Tenant in

any judicial foreclosure proceeding, Lender shall reimburse Tenant for any and all reasonable legal expenses incurred by Tenant in defending the same.

3. Tenant To Attorn To Lender. If Lender shall become the owner of the Premises or the Premises shall be sold by reason of foreclosure or other proceedings brought to enforce the Deed of Trust or the Premises shall be transferred by deed in lieu of foreclosure, the Lease shall continue in full force and effect as a direct Lease between the then owner of the Premises, who shall succeed to the rights and duties of the Landlord, and Tenant. Tenant shall attorn to Lender or any other such owner as its Landlord, said attornment to be effective and self-operative without the execution of any further instruments. Tenant shall be under no obligation to pay rent to Lender or any such other owner until Tenant receives written notice and a certified copy of an executed transferring document or certified court order from Lender or any such other owner that it has succeeded to Borrower's interest under the Lease. The notice shall be provided to Tenant at least 30 days prior to Tenant having any obligation to pay rent to the Lender or any other owner that has succeeded to Borrower's interest under the Lease.

No person or entity acquiring the interest of Landlord under the Lease as a result of any foreclosure proceeding or exercise of power of sale shall be:

(a) liable for any act or omission of any prior Landlord (including Borrower), unless Lender received notice of default and had an opportunity to cure the same pursuant to Section 5; or

(b) bound by any base rent, percentage rent or other payment for more than the current month.

4. Purchase Options. Any option or rights contained in the Lease, or otherwise existing, to acquire any or all of the Premises are hereby made subject and subordinate to the rights of Lender under the Deed of Trust and acquisition of any or all of the Premises made by Tenant during the term of the Deed of Trust shall be made subordinate and subject to the Deed of Trust.

5. Lender's Option to Cure Borrower's Default. Tenant agrees that Borrower shall not be in default under the Lease unless written notice specifying such default is given to Lender. Tenant agrees that Lender shall have the right to cure such default on behalf of Borrower within 30 days after the receipt of such notice. Tenant further agrees not to invoke any of its remedies under the Lease (except the Lease emergency repair clause) until said 30 days have elapsed.

6. Notice of Discharge. Borrower or Lender shall give notice to Tenant of the reconveyance or other release of the Deed of Trust within 30 days of the date the reconveyance or other release is recorded.

7. Limitation. This Agreement shall not apply to any equipment owned

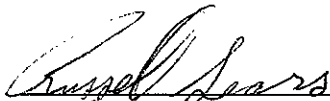
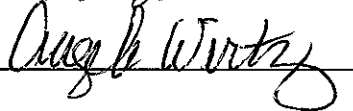
or leased by Tenant which is now or hereafter placed or installed on the Demised Premises, and Tenant shall have the full right to remove said equipment at the expiration of the Lease term.

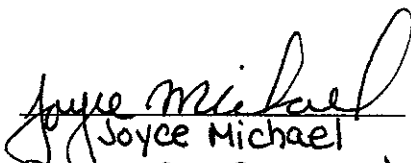
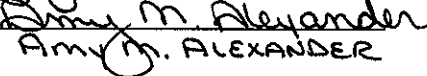
8. Successors and Assigns. This Agreement and each and every covenant, agreement and other provision hereof shall be binding upon and shall inure to the benefit of the parties hereto and their representatives, successors and assigns.

9. Federally Insured Lenders. If Lender is a federally insured depository institution, Lender certifies to Tenant that this Agreement has been approved by the board of directors or the loan committee of Lender, which approval is reflected in the minutes of said board or committee, and further undertakes to continuously maintain the Agreement as part of Lender's official records.

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

WITNESSES:

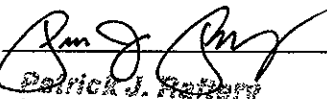




Joyce Michael

Amy M. ALEXANDER

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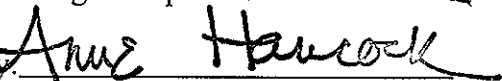
LENDER:

THE LAFAYETTE LIFE
INSURANCE COMPANY

By: 
Its: Patrick J. Hattery
Vice President, Mortgage Lending

TENANT

KMART CORPORATION,
a Michigan corporation

By: 
Anne Hancock
Its: Real Estate Legal Counsel and
Assistant Secretary

IMPRINTED CORPORATE SEAL
REGISTER OF DEEDS

ACKNOWLEDGEMENTS

STATE OF INDIANA)
)SS
COUNTY OF TIPPECANOE)

On this 8th day of September, 1999, before me personally appeared PATRICK J. RAFTERY, to me known to be the VICE PRESIDENT MELNS of THE LAFAYETTE LIFE INS CO, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument, and that the seal affixed (if any) is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal this day and year first above written.

Inacya B. Blythe
Notary Public
County of TIPPECANOE
My commission expires: 12-18-01

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

On this 6th day of August, 1999, before me personally appeared Anne Hancock to me known to be the Real Estate Legal Counsel and Assistant Secretary of KMART CORPORATION, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument, and that the seal affixed (if any) is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal this day and year first above written.

Zina Kiryakos
Notary Public
County of Oakland
My commission expires: Dec. 13, 2001

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

