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Corporation Service Company

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Springfield, IL 62708

800-877-2556

66504-3 BATH

(The Above Space for Recorder's Use Only)

Subordination, Non-Disturbance and Attornment Agreement

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT, made as of the 6 day of ~~June~~^{July}, 2009, by and between Wells Fargo Bank, N.A., not individually, but solely as Trustee for the Certificate Holders of Morgan Stanley Capital I, Inc., Commercial Mortgage Pass-Through Certificates, Series 2007-HQ11 under that certain Pooling and Servicing Agreement dated as of February 1, 2007 by and through Capmark Finance Inc., a California corporation, its Master Servicer under said Pooling and Servicing Agreement, having an office at 116 Welsh Road, Horsham, PA 19044 Attn: Executive Vice President Servicing Administration (the "**Lender**") and BED BATH & BEYOND INC., a New York corporation, having an office at 650 Liberty Avenue, Union, New Jersey 07083 (the "**Tenant**").

WITNESSETH:

WHEREAS, Lender is the holder of a mortgage (the "**Mortgage**") covering a parcel of land owned by SOUTHAVEN TOWNE CENTER II, LLC, a limited liability company (the "**Landlord**") together with the improvements erected thereon (said parcel of land and improvements thereon being hereinafter referred to as the "**Shopping Center**" and being more particularly described on Exhibit A attached hereto and made a part hereof); and

WHEREAS, by a certain lease heretofore entered into between Landlord and Tenant dated as of June 5, 2009 (the "**Lease**"), Landlord leased to Tenant a portion of the Shopping Center, as more particularly described in the Lease (the "**Premises**"); and

WHEREAS, a copy of the Lease has been delivered to Lender, the receipt of which is hereby acknowledged; and

WHEREAS, as an inducement to Tenant to enter into the Lease, Section 2.3.1 thereof provides that the Lease is conditioned upon Landlord obtaining this Agreement from Lender; and

WHEREAS, the parties desire to satisfy the foregoing condition and to provide for the non-disturbance of Tenant by the holder of the Mortgage; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Tenant covenants and agrees with Lender that the Lease hereby is made and shall continue hereafter to be subject and subordinate to the lien of the Mortgage, and to all

modifications and extensions thereof (and such subordination shall not lessen or diminish Tenant's rights under the Lease), subject, however, to the provisions of this Agreement.

2. Intentionally Deleted.

3. Lender agrees that so long as the Lease shall be in full force and effect, and so long as Tenant shall not be in default under the Lease beyond any applicable notice and grace period:

(a) Tenant shall not be named or joined as a party or otherwise in any suit, action or proceeding for the foreclosure of the Mortgage or to enforce any rights under the Mortgage or the bond or note or other obligation secured thereby, unless required by applicable law;

(b) The possession by Tenant of the Premises and Tenant's rights thereto shall not be disturbed, affected or impaired by, nor will the Lease or the term thereof be terminated or otherwise affected by (i) any suit, action or proceeding brought upon the Mortgage or the bond or note or other obligation secured thereby, or for the foreclosure of the Mortgage or the enforcement of any rights under the Mortgage, or by any judicial sale or execution or other sale of the Premises or the Shopping Center, or any deed given in lieu of foreclosure, or by the exercise of any other rights given to any holder of the Mortgage or other documents as a matter of law, or (ii) any default under the Mortgage or the bond or note or other obligation secured thereby; and

(c) (i) Prior to a Foreclosure (as defined in paragraph 4 below), all condemnation awards and insurance proceeds paid or payable with respect to the Premises or any other part of the Shopping Center shall be applied and paid in the manner set forth in the Mortgage, provided however, to the extent that the Mortgage permits the Lender to exercise discretion in releasing some or all of such casualty and/or condemnation proceeds to the Landlord, then Lender agrees to be reasonable in the exercise of such discretion, provided that nothing contained herein shall (a) modify the agreements between Landlord and Tenant contained in the Lease with respect to any condemnation and insurance proceeds released by Lender to Landlord, pursuant to the Mortgage or otherwise, or (b) preclude Tenant from exercising any right afforded it pursuant to the provisions of the Lease, and (ii) subsequent to a Foreclosure, all condemnation awards and insurance proceeds paid or payable with respect to the Premises or any other part of the Shopping Center shall be applied and paid in the manner set forth in the Lease.

4. Subject to the terms of this Agreement, if Lender or any future holder of the Mortgage shall become the owner of the Shopping Center by reason of foreclosure of the Mortgage or otherwise, or if the Shopping Center shall be sold as a result of any action or proceeding to foreclose the Mortgage, or transfer of ownership by deed given in lieu of foreclosure (any of said events hereinafter referred to as a "**Foreclosure**"), the Lease shall continue in full force and effect, without necessity for executing any new lease, as a direct lease between Tenant and the then owner of the Shopping Center, as "landlord", upon all of the same terms, covenants and provisions contained in the Lease, provided that the Lease is in full force

and effect and no uncured default exists under the Lease beyond any applicable notice and cure period, and in such event:

(a) Tenant shall be bound to such new owner under all of the terms, covenants and provisions of the Lease for the remainder of the term thereof (including the Renewal Periods, if Tenant elects or has elected to exercise its options to extend the term) and Tenant hereby agrees to attorn to such new owner and to recognize such new owner as "landlord" under the Lease; and

(b) Such new owner shall be bound to Tenant under all of the terms, covenants and provisions of the Lease for the remainder of the term thereof (including the Renewal Periods, if Tenant elects or has elected to exercise its options to extend the term) which such new owner hereby agrees to assume and perform and Tenant shall, from and after the date such new owner succeeds to the interest of "landlord" under the Lease, have the same remedies against such new owner for the breach of any covenant contained in the Lease that Tenant might have had under the Lease against Landlord if such new owner had not succeeded to the interest of "landlord"; provided, however, that such new owner shall not be:

(i) liable for any act or omission of any prior landlord (including Landlord) unless such act or omission continues from and after the date upon which the new owner succeeds to the interest of such prior landlord; however, Lender shall have no obligation to pay to Tenant and direct sums due and payable by the prior landlord to Tenant;

(ii) subject to any defenses which Tenant may have against any prior landlord (including Landlord) unless resulting from any default or breach by such prior landlord which Lender receives notice of and continues from and after the date upon which the new owner succeeds to the interest of such prior landlord;

(iii) subject to any offsets which Tenant may have against any prior landlord, provided, however, that Tenant shall retain the right to any offset against the new owner as to any matters constituting a default under the Lease and which arise (i) after the new owner succeeds to the interests of "landlord" and/or (ii) which are continuing as of the date the new owner succeeds to the interest of "landlord" (it being further agreed that offsets under the Lease that were deducted by Tenant prior to the date upon which the new owner succeeds to the interest of such prior landlord shall not be subject to challenge);

(iv) bound by any fixed rent which Tenant might have paid for more than one month in advance of its due date under the Lease to any prior landlord (including Landlord), unless such additional rent is paid in accordance with the applicable provisions of the Lease;

(v) intentionally omitted;

(vi) liable for the return of any security deposit or other prepaid charge paid by Tenant under the Lease, except to the extent such amounts were actually received by Lender;

(vii) liable or bound by any right of first refusal to purchase or option to purchase all or any portion of the Shopping Center;

(viii) liable for construction or completion of any improvements to the Shopping Center as required under the Lease for tenant's use and occupancy of the Premises (whenever arising) but the foregoing shall not negate Lender's or new owner's maintenance, repair and replacement obligations under the Lease, nor Tenant's rights under the Lease in the event Lender or the new owner elects not to construct or complete any such improvements.

If any liability of Lender does arise pursuant to this Agreement, such liability shall be limited to Lender's interest in the Shopping Center (including rents, profits and insurance proceeds arising therefrom).

(c) Tenant's obligations hereunder shall be effective only so long as Lender is bound to Lender's obligations hereunder.

5. Tenant will notify Lender of any default by Landlord under the Lease which would entitle Tenant to terminate the Lease or abate the rent payable thereunder and agrees that notwithstanding any provision of the Lease, no notice of termination thereof nor any abatement shall be effective unless Lender has received the aforesaid notice and has failed to cure the subject default within the same time period allowed Landlord under the Lease. It is understood that the abatement provisions of this Section relate to abatements by reason of Landlord's default and do not apply to provisions of the Lease whereby Tenant has the automatic right to abate rentals such as, for example, abatement upon casualty or condemnation.

6. Tenant agrees not to pay rent more than one (1) month in advance unless otherwise specified in the Lease. After notice is given to Tenant by Lender that Landlord is in default under the Mortgage and that the rentals under the Lease should be paid to Lender pursuant to the assignment of leases and rents granted by Landlord to Lender in connection therewith, Tenant shall thereafter pay to Lender all rent and all other amounts due or to become due to Landlord under the Lease, and Landlord hereby expressly authorizes Tenant to make such payments to Lender upon reliance on Lender's written notice (without any inquiry into the factual basis for such notice or any prior notice to or consent from Landlord) and hereby releases Tenant from all liability to Landlord in connection with Tenant's compliance with Lender's written instructions.

7. Neither the Mortgage nor any other security instrument executed in connection therewith shall encumber or be construed as subjecting in any manner to the lien thereof, any trade fixtures, signs or other personal property at any time furnished or installed by or for Tenant

or its subtenants or licensees on the aforementioned property regardless of the manner or mode of attachment thereof.

8. Any notices of communications given under this Agreement shall be in writing and shall be given by registered or certified mail, return receipt requested, postage prepaid, or by any recognized overnight courier with proof of delivery slip, (a) if to Lender, at the address of Lender as hereinabove set forth or at such other address or persons as Lender may designate by notice in the manner herein set forth, or (b) if to Tenant, at the address of Tenant as hereinabove set forth, with duplicate copies to Allan N. Rauch, Esq., c/o Bed Bath & Beyond Inc., 650 Liberty Avenue, Union, New Jersey 07083, and Cathleen H. Giuliana, Esq., Riker Danzig, Scherer, Hyland & Perretti, LLP, Headquarters Plaza, One Speedwell Avenue, P.O. Box 1981, Morristown, New Jersey 07962-1981, or such other address or persons as Tenant may designate by notice in the manner herein set forth. All notices given in accordance with the provisions of this Section shall be effective upon receipt (or refusal of receipt) at the address of the addressee.

9. This Agreement shall bind and inure to the benefit of and be binding upon and enforceable by the parties hereto and their respective successors, assigns, and sublessees.

10. This Agreement contains the entire agreement between the parties and cannot be changed, modified, waived or canceled except by an agreement in writing executed by the party against whom enforcement of such modification, change, waiver or cancellation is sought. As between Lender and Tenant only, this Agreement controls any conflict between the terms of this Agreement and the Lease.

[signature page follows]

11. This Agreement and the covenants herein contained are intended to run with and bind all lands affected thereby.

12. ALL PARTIES HEREBY WAIVE THEIR RIGHT, TO THE FULL EXTENT PERMITTED BY LAW, AND AGREE NOT TO ELECT, A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have duly executed this Subordination, Non-Disturbance and Attornment Agreement as of the day and year first above written.

LENDER:

WITNESS/ATTEST:

[Corporate Seal]

(Assistant) Secretary

WELLS FARGO BANK, N.A., as Trustee
By: Capmark Finance Inc., its Master Servicer

By: *Laura Sandberg*
Name: Laura Sandberg
Title: VP

TENANT:

BED BATH & BEYOND INC.

WITNESS/ATTEST:

[Corporate Seal]

(Assistant) Secretary

(H)

By: *Alan M. Freeman*
Alan Freeman
Vice President - Real Estate Counsel

LANDLORD:

WITNESS/ATTEST:

[Corporate Seal]

Sharon R. Caldwell
(Assistant) Secretary

SOUTHAVEN TOWN CENTER II, LLC
a Delaware limited liability company

By: CBL & Associates Limited Partnership,
a Delaware limited partnership,
its sole member and chief manager

By: CBL Holdings I, Inc., a Delaware
corporation, its sole general partner

By: *Stephano D. Leboritz*
Name: Stephano D. Leboritz
Title: President

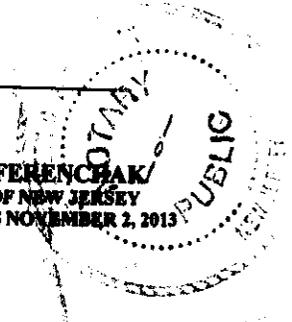


STATE OF NEW JERSEY)
) : ss.
COUNTY OF UNION)

On this 11 day of June, 2009, before me personally came Alan M. Freeman to me known, who being by me duly sworn, did depose and say that he is the Vice President - Real Estate Counsel of Bed Bath & Beyond Inc., the corporation described in and which executed the above instrument and that he signed his name thereto by order of the Board of Directors of said corporation.

Kathleen C Ferenczak
Notary Public
My Commission Expires:

KATHLEEN C. FERENCZAK
NOTARY PUBLIC OF NEW JERSEY
COMMISSION EXPIRES NOVEMBER 2, 2013



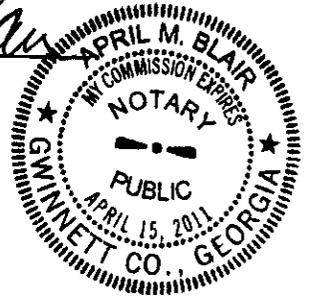
State of Georgia
~~COMMONWEALTH OF PENNSYLVANIA~~
DeKalb
~~COUNTY OF MONTGOMERY~~)

) : ss.

On this 6 day of July, 2009, before me the undersigned notary public, personally appeared Laura Sanford known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and who acknowledged to me that he/she is an officer of Capmark Finance, Inc in the capacity stated and that he/she executed the within instrument in such capacity for the purposes therein contained.

In Witness Whereof, I have hereunto set my hand and official seal

April M Blair
Notary Public



STATE OF ~~TENNESSEE~~ MASSACHUSETTS
COUNTY OF ~~HAMILTON~~ MIDDLESEX) : ss.

On this 5th day of June, 2009, before me the undersigned notary public, personally appeared Stephen D. Lebovitz known to me to be the person whose name is subscribed to the within instrument, and who acknowledged to me that he/she is the President of CBL Holdings I, Inc., a Delaware corporation, and the sole general partner of CBL & Associates Limited Partnership, a Delaware limited partnership, the sole member and chief manager to SOUTHAVEN TOWN CENTER II, LLC a Delaware limited liability company in the capacity stated and that he/she executed the within instrument in such capacity for the purposes therein contained.

In Witness Whereof, I have hereunto set my hand and official seal

Linda S. Devine
Notary Public

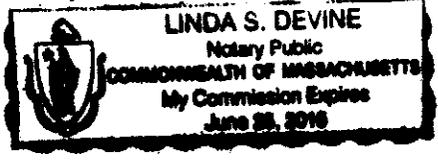


EXHIBIT A**LEGAL DESCRIPTION OF SHOPPING CENTER**

Lots 10, 12, 13, 17 of Southaven Towne Center Subdivision in Section 36, Township 1 south, Range 8 West, City of Southaven, DeSoto County, Mississippi, as shown upon the Subdivision Plat entitled "Revision One, Lots 1 through 14 and 16 through 17, Southaven Towne Center, Zoned C4", prepared by Southern State Survey, Inc., dated February 11, 2005, recorded in Plat Book 91, Pages 6 and 7, in the Office of the Chancery County Clerk, DeSoto County, Mississippi.

TOGETHER WITH those purchase rights for the benefit of the owner of Lot 10 as contained in the following documents:

Restrictions Agreement dated May 19, 2005, by and between CBL & Associates Management, Inc., a Delaware corporation, and GMRI, Inc., a Florida corporation, recorded on May 24, 2005, in Book 500, Page 264.

Restrictions Agreement dated May 19, 2005, by and between CBL & Associates Management, Inc., a Delaware corporation, recorded on May 24, 2005, in Book 500, Page 252.

Restrictions Agreement dated May 19, 2005, by and between CBL & Associates Management, Inc., a Delaware corporation, recorded on May 24, 2005 in Book 500, Page 240.

Declaration of Restrictive Covenants for Outparcel #7, dated March 07, 2005, by and between CBL & Associates Management, Inc., a Delaware corporation, recorded on May 18, 2005, in Book 495, Page 7.

TOGETHER WITH those non-exclusive easements as contained in the following documents:

Operating and Easement Agreement dated December 02, 2004, in Book 488, Page 298, as amended by Amendment and Restated Operating and Easement Agreement, recorded on July 07, 2005, in Book 501, Page 391.

Drainage and Detention Pond Easement Agreement of record in Book 0331, Page 0013.

TOGETHER WITH those real property rights as contained in Sign Easement granted to Southaven Towne Center, LLC, a Mississippi limited liability company, recorded on August 23, 2005 in Book 508, Page 136.