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Cook County Recorder 39.00



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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT is made and entered into as of the 25th day of October, 2001, by and between **HARD ROCK CAFÉ INTERNATIONAL (USA) INC.**, a Florida corporation, ("Tenant"), **HRH CHICAGO, LLC**, an Illinois limited liability company ("Landlord"), and **U.S. BANK NATIONAL ASSOCIATION**, its successors and assigns individually and as agent of one or more banks pursuant to one or more Assignment and Acceptance Agreements ("Mortgagee").

RECITALS:

A. Mortgagee is the holder of a certain Construction Mortgage and Security Agreement, with Assignment of Leases and Rents and Fixture Filing dated October 25, 2001, to be recorded concurrently herewith (as amended from time to time, "Mortgage") encumbering the Real Estate (hereinafter defined) and securing a principal indebtedness in an amount equal to Forty Nine Million and 00/100 Dollars (\$49,000,000.00).

B. Landlord has entered into a lease agreement dated October 25, 2001 with St. George Hotel, L.L.C., an Illinois limited liability company and Firststar Bank, N.A., not personally but solely as Trustee under Trust Agreement dated October 10, 2001 and known as Trust No. 7564, pursuant to which Landlord leased certain premises consisting of the land and improvements located in the building ("Building") on the parcel of land ("Land") legally described in Exhibit A attached hereto (the Land and Building herein being collectively referred to as "Real Estate").

**This instrument was prepared by:
and after recording return to:**

Permanent Index No.:

See Exhibit "A" attached

Scott M. Lapins
SCHWARTZ, COOPER, GREENBERGER
& KRAUSS
180 North LaSalle Street, Suite 2700
Chicago, Illinois 60601

Address of Property:
222-230 N. Michigan Avenue
Chicago, Illinois

7954172028

BOX 333-CTI

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C. Tenant has entered into a lease agreement (such lease agreement hereinafter being referred to as "Lease Agreement," and the Lease Agreement, together with all amendments and modifications thereof, hereinafter being referred to as "Lease") each dated Oct. 25, 2001 with Landlord, pursuant to which Tenant leased certain premises ("Leased Premises") consisting of approximately 850 square feet on the first floor of the Building.

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

1. Tenant represents and warrants to Mortgagee that the Lease constitutes the entire agreement between Tenant and Landlord with respect to the Leased Premises and there are no other agreements, written or verbal, governing the tenancy of Tenant with respect to the Leased Premises.

2. Prior to pursuing any remedy available to Tenant under the Lease, at law or in equity as a result of any failure of Landlord to perform or observe any covenant, condition, provision or obligation to be performed or observed by Landlord under the Lease (any such failure hereinafter referred to as a "Landlord's Default"), Tenant shall: (a) provide Mortgagee with a notice of Landlord's Default specifying the nature thereof, the section of the Lease under which same arose and the remedy which Tenant will elect under the terms of the Lease or otherwise, and (b) allow Mortgagee not less than thirty (30) days following receipt of such notice of Landlord's Default to cure the same; provided, however, that, if such Landlord's Default is not readily curable within such thirty (30) day period, Tenant shall give Mortgagee such additional time as Mortgagee may reasonably need to obtain possession and control of the Real Estate and to cure such Landlord's Default so long as Mortgagee is diligently pursuing a cure. Tenant shall not pursue any remedy available to it as a result of any Landlord's Default unless Mortgagee fails to cure same within the time period specified above. For purposes of this Paragraph 2, a Landlord's Default shall not be deemed to have occurred until all grace and/or cure periods applicable thereto under the Lease have lapsed without Landlord having effectuated a cure thereof.

3. Tenant covenants with Mortgagee that the Lease shall be subject and subordinate to the lien and all other provisions of the Mortgage and to all modifications and extensions thereof, to the full extent of all principal, interest and all other amounts now or hereafter secured thereby and with the same force and effect as if the Mortgage had been executed and delivered prior to the execution and delivery of the Lease. Without limiting the generality of the foregoing subordination provision, Tenant hereby agrees that any of its right, title and interest in and to insurance proceeds and condemnation awards (or other similar awards arising from eminent domain proceedings) with respect to damage to or the condemnation (or similar taking) of any of the Real Estate, shall be subject and subordinate to Mortgagee's right, title and interest in and to such proceeds and awards. Tenant agrees that Tenant shall not grant or convey any lease hold mortgage with respect to the Leased Premises.

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4. Tenant acknowledges that Landlord has collaterally assigned to Mortgagee all leases affecting the Real Estate, including the Lease, and the rents and other amounts, including, without limitation, lease termination fees, if any, due and payable under such leases. In connection therewith, Tenant agrees that, upon receipt of a notice of a default by Landlord under such assignment and a demand by Mortgagee for direct payment to Mortgagee of the rents due under the Lease, Tenant will honor such demand and make all subsequent rent payments directly to Mortgagee. Tenant further agrees that any Lease termination fees payable under the Lease shall be paid jointly to Landlord and Mortgagee.

5. Mortgagee agrees that so long as Tenant is not in default under the Lease:

a. Tenant shall not be named or joined as a party in any suit, action or proceeding for the foreclosure of the Mortgage or the enforcement of any rights under the Mortgage (unless Tenant is a necessary party under applicable law); and

b. The possession by Tenant of the Leased 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 materially adversely affected by (i) any suit, action or proceeding 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 Leased Premises, or any deed given in lieu of foreclosure, or (ii) any default under the Mortgage;

6. If Mortgagee or any future holder of the Mortgage shall become the owner of the Real Estate by reason of foreclosure of the Mortgage or otherwise, or if the Real Estate 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, the Lease shall continue in full force and effect, without necessity for executing any new lease, as a direct lease between Tenant and the new owner of the Real Estate as "landlord" upon all the same terms, covenants and provisions contained in the Lease (subject to the exclusions set forth in subparagraph (b) below), 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 extension 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 without any additional documentation to effect such attornment (provided, however, if applicable law shall require additional documentation at the time Mortgagee exercises its remedies then Tenant shall execute such additional documents evidencing such attornment as may be required by applicable law);

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 extension periods, if Tenant elects or has elected to exercise its options to extend the term); provided, however, that such new owner shall not be:

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(i) subject to any offsets or defenses which Tenant has against any prior landlord (including Landlord) unless Tenant shall have provided Mortgagee with (A) notice of the Landlord's Default that gave rise to such offset or defense and (B) the opportunity to cure the same, all in accordance with the terms of Section 4 above;

(ii) bound by any base rent, percentage rent, additional rent or any other amounts payable under the Lease which Tenant might have paid in advance for more than the current month to any prior landlord (including Landlord);

(iii) liable to refund or otherwise account to Tenant for any security deposit not actually paid over to such new owner by Landlord;

(iv) bound by any amendment or modification of the Lease made without Mortgagee's consent;

(v) bound by, or liable for any breach of, any representation or warranty or indemnity agreement contained in the Lease or otherwise made by any prior landlord (including Landlord);

(vi) bound by any provision requiring the completion of any improvements to the Leased Premises; or

(vii) personally liable or obligated to perform any such term, covenant or provision, such new owner's liability being limited in all cases to its interest in the Real Estate.

7. Any notices, communications and waivers under this Agreement shall be in writing and shall be (i) delivered in person, (ii) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or (iii) by overnight express carrier, addressed in each case as follows:

To Mortgagee: U.S. Bank National Association
701 Lee Street
Des Plaines, Illinois 60016
Attn: James J. West

With a copy to: Schwartz, Cooper, Greenberger & Krauss
180 North LaSalle Street
Suite 2700
Chicago, Illinois 60601
Attn: Scott M. Lapins

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To Tenant: Hard Rock Café International, Inc.
6100 Old Park Lane
Orlando, Florida 32835
Attention: General Counsel
Telephone No.: (407) 445-7625
Facsimile No.: (407) 445-7636

or to any other address as to any of the parties hereto, as such party shall designate in a written notice to the other party hereto. All notices sent pursuant to the terms of this Paragraph shall be deemed received (i) if personally delivered, then on the date of delivery, (ii) if sent by overnight, express carrier, then on the next federal banking day immediately following the day sent, or (iii) if sent by registered or certified mail, then on the earlier of the third federal banking day following the day sent or when actually received.

8. Tenant acknowledges and agrees that Mortgagee will be relying on the representations, warranties, covenants and agreements of Tenant contained herein and that any default by Tenant hereunder shall permit Mortgagee, at its option, to exercise any and all of its rights and remedies at law and in equity against Tenant and to join Tenant in a foreclosure action thereby terminating Tenant's right, title and interest in and to the Leased Premises.

9. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns and any nominees of Mortgagee, all of whom are entitled to rely upon the provisions hereof. This Agreement shall be governed by the laws of the State of Illinois.

10. This Agreement may be executed in multiple counterparts and all of such counterparts together shall constitute one and the same Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

Tenant:

HARD ROCK CAFÉ INTERNATIONAL
(USA), INC., a Florida corporation

By: Jay Wolszczak
Name: Jay Wolszczak
Title: Vice President

Landlord:

HRH CHICAGO, LLC, an Illinois limited liability company.

By: John J. Mark
Name: _____
Title: _____

Mortgagee:

U.S. BANK NATIONAL ASSOCIATION,
a national banking association

By: _____
Name: _____
Title: _____

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IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

Tenant:

**HARD ROCK CAFÉ INTERNATIONAL
(USA), INC.,** a Florida corporation

By: _____
Name: _____
Title: _____

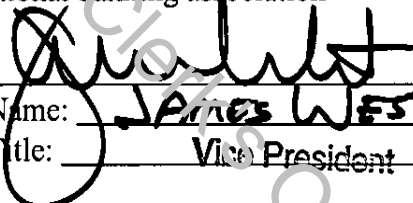
Landlord:

HRH CHICAGO, LLC, an Illinois limited liability company.

By: _____
Name: _____
Title: _____

Mortgagee:

U.S. BANK NATIONAL ASSOCIATION,
a national banking association

By: 
Name: JAMES WEST
Title: Vice President

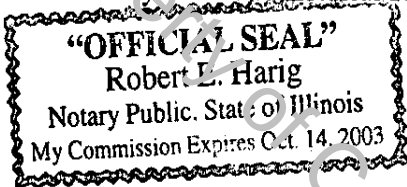
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Robert E. Harig, a Notary Public in and for said County in the State aforesaid, do hereby certify that JAY WOLSCZAK, a VICE PRES. of HARD ROCK CAFE INT'L USA, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that he/she signed and delivered such instrument as his/her own free and voluntary act and as the free and voluntary act of said partnership/corporation, for the uses and purposes set forth therein.

Given under my hand and notarial seal on Oct 25, 2001.

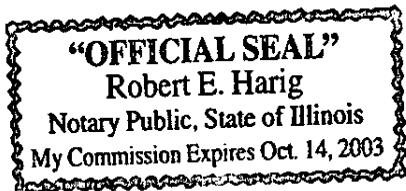


Robert E. Harig
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Robert E. Harig, a Notary Public in and for said County in the State aforesaid, do hereby certify that JOHN BANKS, a MGR of Monica McDonald Mgr LLC, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such MGR, appeared before me this day in person and acknowledged that he/she signed and delivered such instrument as his/her own free and voluntary act and as the free and voluntary act of said partnership/corporation, for the uses and purposes set forth therein.

Given under my hand and notarial seal on _____, 20__.



Robert E. Harig
Notary Public

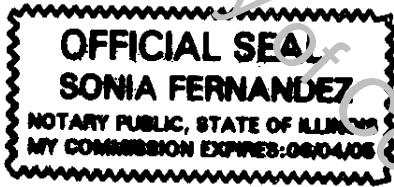
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Sonia Fernandez, a Notary Public in and for said County in the State aforesaid, do hereby certify that JAMES J. WEST, a V. P. of U.S. BANK NATIONAL ASSOCIATION, who is personally known to be to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that he/she signed and delivered such instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes set forth therein.

Given under my hand and notarial seal on 10 - 24, 2001.

Sonia Fernandez
Notary Public



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EXHIBIT A

Legal Description of Real Estate

LOTS 10, 11, 12, 13, 14, AND 15 IN BLOCK 7 IN FORT DEARBORN ADDITION
TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF
THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS: 222 and 230 North Michigan Avenue
Chicago, Illinois

PINS: 17-10-303-024-0000

Property of Cook County Clerk's Office