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This document prepared by and after recording return to:

Jonathan W. Dion, Esq.  
Parker Poe Adams  
& Bernstein, L.L.P.  
Three Wachovia Center  
401 South Tryon Street  
Suite 3000  
Charlotte NC 28202



Doc#: 0506103137  
Eugene "Gene" Moore Fee: \$44.50  
Cook County Recorder of Deeds  
Date: 03/02/2005 03:47 PM Pg: 1 of 11

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LOAN NO. 34-3005046

## SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This Subordination, Non-Disturbance and Attornment Agreement (the "Agreement") is dated as of the 25<sup>th</sup> day of February, 2005, by and among LaSalle Bank National Association, as trustee for the registered holders of LB-UBS Commercial Mortgage Trust 2003-C8, Commercial Pass-Through Certificates, Series 2003-C8 ("Lender"), JPMorgan Chase Bank, N.A., as successor-in-interest to Bank One, National Association ("Tenant"); and Charleston Southside, L.L.C., a Delaware limited liability company ("Landlord").

### RECITALS

A. Tenant is the tenant under a certain lease (the "Lease") dated May 19, 2004, with Landlord of premises described in the Lease (the "Premises") located in a certain shopping center known as Jeffery Plaza (the "Shopping Center") located in Chicago, Cook County, Illinois and more particularly described in Exhibit A attached hereto and made a part hereof (such shopping center, including the Premises, is hereinafter referred to as the "Property").

B. This Agreement is being entered into in connection with a mortgage loan (the "Loan") made by Lender to Landlord, secured by, among other things: (a) a first mortgage, deed of trust or deed to secure debt on and of the Property (the "Mortgage") recorded with the registry or clerk of the county in which the Property is located; and (b) a first assignment of leases and rents on the Property (the "Assignment of Leases and Rents") recorded with the registry or clerk of the county in which the Premises is located. The Mortgage and the Assignment of Leases and Rents are hereinafter collectively referred to as the "Security Documents".

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## AGREEMENT

For mutual consideration, including the mutual covenants and agreements set forth below, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Tenant agrees that the Lease is and shall be subject and subordinate to the Security Documents and to all present or future advances under the obligations secured thereby and all renewals, amendments, modifications, consolidations, replacements and extensions of the secured obligations and the Security Documents, to the full extent of all amounts secured by the Security Documents from time to time. Said subordination is to have the same force and effect as if the Security Documents and such renewals, modifications, consolidations, replacements and extensions thereof had been executed, acknowledged, delivered and recorded prior to the Lease, any amendments or modifications thereof and any notice thereof.

2. Lender agrees that if the Lender exercises any of its rights under the Security Documents, including an entry into the Shopping Center and/or the Premises and/or acting as a mortgagee in possession, by Lender pursuant to the Mortgage or a foreclosure of the Mortgage, Lender shall not disturb Tenant's right of quiet possession of the Premises under the terms of the Lease so long as Tenant is not in default beyond any applicable grace period of any term, covenant or condition of the Lease.

3. Tenant agrees that, in the event of a foreclosure of the Mortgage by Lender or the acceptance of a deed in lieu of foreclosure by Lender or any other succession of Lender to fee ownership, Tenant will attorn to and recognize Lender as the landlord under the Lease for the remainder of the term of the Lease (including all extension periods which have been or are hereafter exercised) upon the same terms and conditions as are set forth in the Lease, and Tenant hereby agrees to pay and perform all of the obligations of Tenant pursuant to the Lease.

4. Tenant agrees that, in the event Lender succeeds to the interest of Landlord under the Lease, Lender shall not be:

(a) liable for any act or omission of any prior Landlord (including, without limitation, the then defaulting Landlord), except as specifically set forth in the last paragraph of this Section 4, or

(b) subject to any defense or offsets which Tenant may have against any prior Landlord (including, without limitation, the then defaulting Landlord), except as specifically set forth in the last paragraph of this Section 4, or

(c) bound by any payment of rent or additional rent which Tenant might have paid for more than one month in advance of the due date under the Lease to any prior Landlord (including, without limitation, the then defaulting Landlord), or

(d) bound by any obligation to make any payment to Tenant which was required to be made prior to the time Lender succeeded to any prior Landlord's interest, or

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(e) accountable for any monies deposited with any prior Landlord (including security deposits), except to the extent such monies are actually received by Lender, or

(f) bound by any surrender or termination of the Lease made without the consent of Lender (other than a surrender or a termination that is permitted in the Lease without Landlord's consent), or

(g) bound by any amendment or modification of the Lease made without the consent of Lender (other than as permitted in the Lease, i.e. options to extend the term, permitted abatements, etc.) which (i) shortens the term of the Lease, (ii) reduces the rent or additional rent payable under the Lease, (iii) materially increases Landlord's obligations under the Lease or materially decreases Tenant's obligations under the Lease, or (iv) otherwise materially amends any other provision of the Lease (a "Material Amendment").

Nothing contained in Section 4(a) above shall relieve Lender from its obligation to cure any repair or maintenance default under the Lease by any prior landlord under the Lease (including Landlord) which is continuing when Lender succeeds to Landlord's interest under the Lease and acquires title to the Premises, provided that (i) Lender had written notice of such default in accordance with Section 6 below prior to succeeding to Landlord's interest under the Lease and acquiring title to the Premises, (ii) Lender had an opportunity to cure such default in accordance with Section 6 below, and (iii) Lender's obligation to cure such default shall be limited solely to performing the repair or maintenance obligation as required pursuant to the terms of the Lease (and in no event shall Lender have any other liability or obligation with respect to such default). Additionally, and notwithstanding anything contained in Section 4(b) above, if Lender succeeds to Landlord's interest under the Lease and acquires title to the Premises, then Lender shall be subject to any offset rights then currently existing and specifically set forth in the Lease, provided that (i) Lender had written notice of the default giving rise to the offset right in accordance with Section 6 below prior to succeeding to Landlord's interest under the Lease and acquiring title to the Premises, (ii) Lender had an opportunity to cure such default in accordance with Section 6 below, and (iii) in no event shall Lender be subject to any such offset rights which total, in the aggregate, more than \$10,000.00.

5. Tenant agrees that, notwithstanding any provision hereof to the contrary, the terms of the Mortgage shall continue to govern with respect to the disposition of any insurance proceeds or eminent domain awards, and any obligations of Landlord to restore the real estate of which the Premises are a part shall, insofar as they apply to Lender, be limited to insurance proceeds or eminent domain awards received by Lender after the deduction of all costs and expenses incurred in obtaining such proceeds or awards; provided, however, the foregoing shall not be interpreted to give Lender any right in any insurance proceeds or condemnation awards attributable to any personal property owned by Tenant.

6. Tenant hereby agrees to give to Lender copies of all notices of Landlord default(s) under the Lease in the same manner as, and whenever, Tenant shall give any such notice of default to Landlord. Lender shall have the right to remedy any Landlord default under the Lease, or to cause any default of Landlord under the Lease to be remedied, and for such purpose Tenant hereby grants Lender such additional period of time as may be reasonable to enable Lender to remedy, or cause to be remedied, any such default in addition to the period

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given to Landlord for remedying, or causing to be remedied, any such default, provided, however, Lender shall diligently pursue such cure to completion, and such additional time shall not exceed ninety (90) days from the date of notice of such default to Lender, regardless of whether Lender has possession of the Premises and/or whether Lender has been prevented from curing due to force majeure. Tenant shall accept performance by Lender of any term, covenant, condition or agreement to be performed by Landlord under the Lease with the same force and effect as though performed by Landlord. Notwithstanding anything contained in this Agreement or the Lease to the contrary, Tenant shall not terminate (or seek to terminate) the Lease as a result of a Landlord default under the Lease (i) as long as Lender, in good faith, shall have promptly commenced to cure such default within the above referenced time period and shall have prosecuted the same to completion with reasonable diligence within the above referenced time period, subject to force majeure, or (ii) if possession of the Premises is required in order to cure such default or if such default is not susceptible of being cured by Lender, as long as Lender, in good faith, shall have notified Tenant that Lender intends to institute proceedings under the Security Documents, and, thereafter, as long as such proceedings shall have been instituted and shall be prosecuted with reasonable diligence. Subject to the terms of this Agreement, Lender shall have the right, without Tenant's consent, to foreclose the Mortgage or to accept a deed in lieu of foreclosure of the Mortgage or to exercise any other remedies under the Security Documents.

7. Tenant hereby consents to the Assignment of Leases and Rents from Landlord to Lender in connection with the Loan. Tenant acknowledges that the interest of the Landlord under the Lease is to be assigned to Lender solely as security for the purposes specified in said assignments, and Lender shall have no duty, liability or obligation whatsoever under the Lease or any extension or renewal thereof, either by virtue of said assignments or by any subsequent receipt or collection of rents thereunder, unless Lender shall specifically undertake such liability in writing or unless Lender or its designee or nominee becomes, and then only with respect to periods in which Lender or its designee or nominee becomes, the fee owner of the Premises. Tenant agrees that upon receipt of a written notice from Lender of a default by Landlord under the Loan, Tenant will thereafter, if requested by Lender, pay rent to Lender in accordance with the terms of the Lease. Landlord agrees to indemnify, defend, and hold Tenant harmless from and against any and all claims, losses, expenses, damages, and the like, arising out of, or in any way relating to Tenant's payment of sums due under the Lease to Lender, nor shall the foregoing be interpreted to otherwise abrogate any rights of Tenant under the Lease.

8. The Lease shall not be assigned by Tenant or terminated (except for an assignment or a termination that is permitted in the Lease without Landlord's consent) without Lender's prior written consent in each instance. In addition, Landlord and Tenant shall not enter into a Material Amendment without Lender's prior written consent.

9. Any notice, election, communication, request or other document or demand required or permitted under this Agreement shall be in writing and shall be deemed delivered on the earlier to occur of (a) receipt or (b) the date of delivery, refusal or non-delivery indicated on the return receipt, if deposited in a United States Postal Service Depository, postage prepaid, sent certified or registered mail, return receipt requested, or if sent via a recognized commercial courier service providing for a receipt, addressed to Tenant or Lender, as the case may be, at the following addresses:

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If to Tenant:

JPMORGAN CHASE BANK, N.A.  
Lease Administration (OH1-0241)  
1111 Polaris Parkway, Suite 1J  
Columbus, Ohio 43240

with copies to:

JPMorgan Chase Bank, N.A., Real Estate  
Bank One Plaza  
Mail Code IL1-0522  
Chicago, Illinois 60603  
Attn: Director of Real Estate

JPMorgan Chase Bank, N.A., Law Department  
1111 Polaris Parkway, Suite 1J  
Mail Code OH1-0152  
Columbus, Ohio 43271-0152  
Attn: Real Estate Counsel

If to Lender:

Wachovia Bank, National Association  
NC 1075  
8739 Research Drive URP4  
Charlotte, North Carolina 28288-1075  
Attention: Commercial Real Estate Services

with a copy to:

James A. L. Daniel, Jr.  
Parker, Poe, Adams & Bernstein L.L.P.  
Three Wachovia Center  
401 South Tryon Street, Suite 3000  
Charlotte, NC 28202

10. The term "Lender" as used herein includes any successor or assignee of the named Lender herein, including without limitation, any co-lender at the time of making the Loan, any purchaser at a foreclosure sale and any transferee pursuant to a deed in lieu of foreclosure, and their successors and assigns, and the terms "Tenant" and "Landlord" as used herein include any successor and assignee of the named Tenant and Landlord herein, respectively.

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11. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the extent necessary to be enforceable, or if such modification is not practicable, such provision shall be deemed deleted from this Agreement, and the other provisions of this Agreement shall remain in full force and effect, and shall be liberally construed in favor of Lender.

12. Neither this Agreement nor any of the terms hereof may be terminated, amended, supplemented, waived or modified orally, but only by an instrument in writing executed by the party against which enforcement of the termination, amendment, supplement, waiver or modification is sought.

This Agreement shall be construed in accordance with the laws of the state of Illinois.

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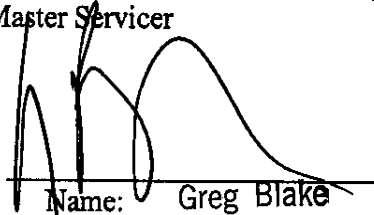
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Witness the execution hereof as of the date first above written.

LENDER:

LaSalle Bank National Association, as trustee for the registered holders of LB-UBS Commercial Mortgage Trust 2003-C8, Commercial Mortgage Pass-Through Certificates, Series 2003-C8

By: Wachovia Bank, National Association, solely in its capacity as Master Servicer

By:   
Name: Greg Blake  
Title: Vice President

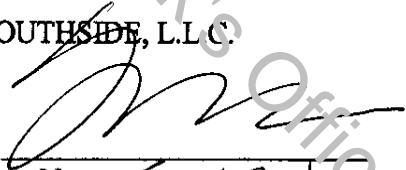
TENANT:

JPMORGAN CHASE BANK, N.A.

By:   
Name: Gregg A. Vogel  
Title: First Vice President

LANDLORD:

CHARLESTON SOUTHSIDE, L.L.C.

By:   
Name: Scott C. Seaw  
Title: President

@

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STATE OF NORTH CAROLINA )  
 ) SS.  
COUNTY OF MECKLENBURG )

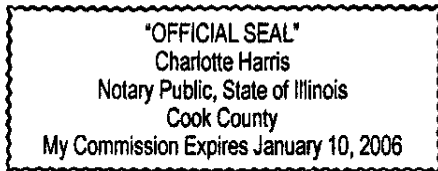
On February 25, 2005, personally appeared the above named Grega Blate, a Vice President of Wachovia Bank, National Association, solely in its capacity as Master Servicer, and acknowledged the foregoing to be the free act and deed of said association, before me.

Racshunn F. Hunter  
Notary Public  
My commission expires: \_\_\_\_\_

STATE OF Illinois )  
 ) SS.  
COUNTY OF Cook )



On Jan 24, 2005, personally appeared the above named Gregg A. Vogel, the First Vice President of JPMorgan Chase Bank, N.A., and acknowledged the foregoing to be the free act and deed of said bank, before me.



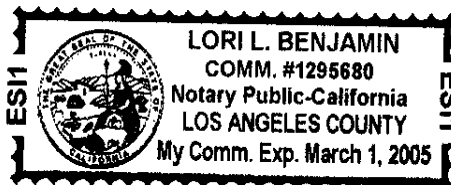
Charlotte Harris  
Notary Public  
My commission expires: Jan 10, 2006

STATE OF California )  
 ) SS.  
COUNTY OF Los Angeles )

On 2/3, 2005, personally appeared the above named Scott C. Dew, the president, of Charleston Southside, L.L.C., a Delaware limited liability company, and acknowledged the foregoing to be the free act and deed of said limited liability company, before me.

[Signature]  
Notary Public

My commission expires: 3/1/05

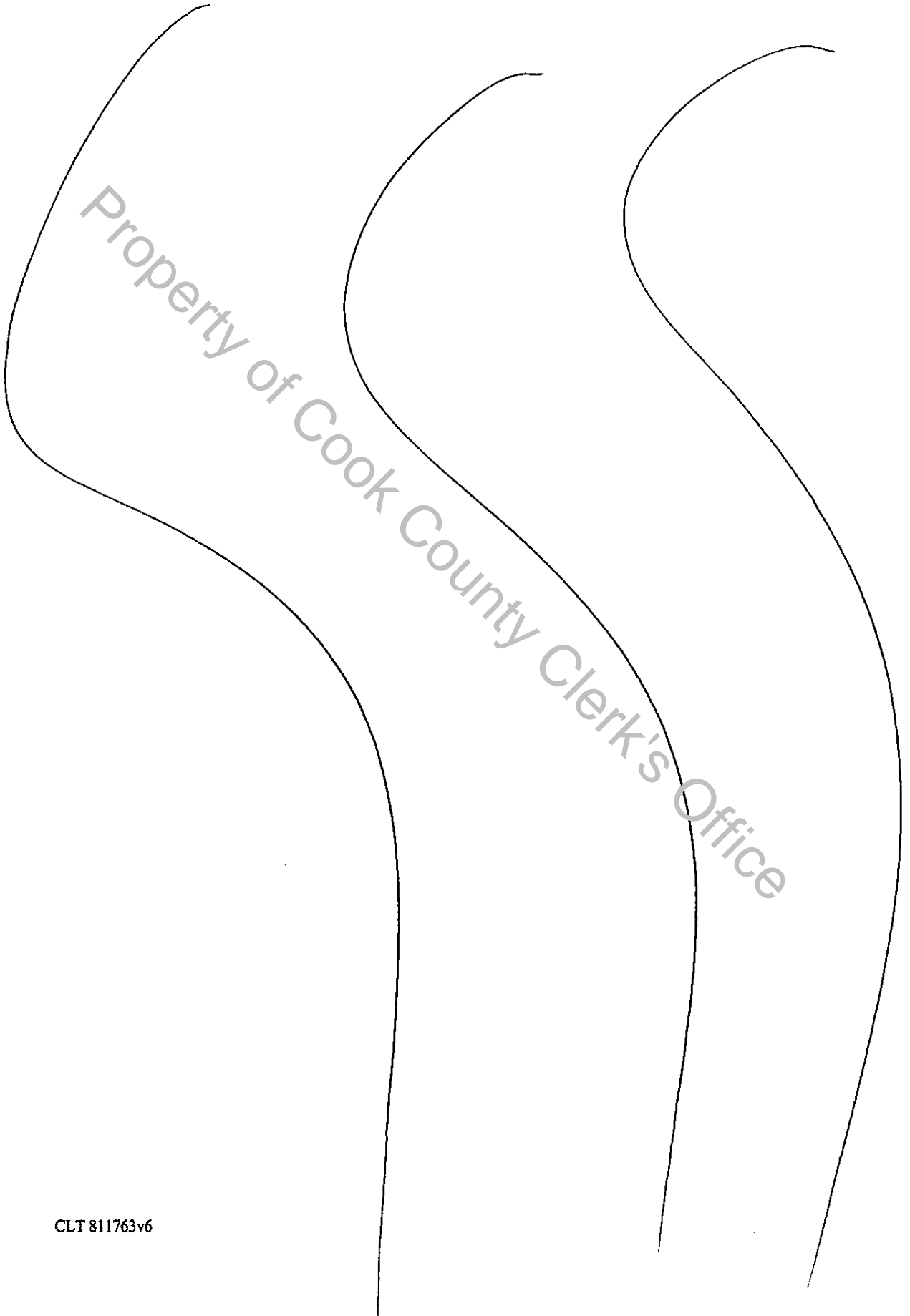


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## EXHIBIT A



CLT 811763v6

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## LEGAL DESCRIPTION

### PARCEL 1:

THE WEST 74.14 FEET OF LOT 7, LOTS 8 AND 9 (EXCEPT THE NORTH 22 FEET OF SAID LOTS 7, 8 AND 9); THE NORTH 67 FEET AND THE SOUTH 100 FEET OF LOT 11, LOTS 12, 13 AND 16 (EXCEPT THE EAST 32 FEET THEREOF) AND (EXCEPT THE WEST 7.67 FEET OF SAID LOT 16), ALL IN BLOCK 2 IN STAVE AND KLEMM'S SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

LOTS 11 TO 20, BOTH INCLUSIVE (EXCEPT THE NORTH 22 FEET OF LOTS 11 AND 16), IN CARL LUNDAHL'S RESUBDIVISION OF LOTS 5 AND 6 AND LOT 7 (EXCEPT THE WEST 74.14 FEET THEREOF) IN BLOCK 2 IN STAVE AND KLEMM'S SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THE VACATED 8 FOOT WIDE NORTH-SOUTH ALLEY LYING WEST OF AND ADJOINING LOTS 11 TO 15 AFORESAID, AND ALL OF VACATED CLYDE AVENUE LYING EAST OF AND ADJOINING LOTS 11 TO 15, LYING WEST OF AND ADJOINING LOTS 16 TO 20 AFORESAID, LYING NORTH OF A LINE EXTENDED FROM THE SOUTHEAST CORNER OF SAID LOT 15 TO THE SOUTHWEST CORNER OF SAID LOT 20 AND LYING SOUTH OF A LINE EXTENDED FROM A POINT ON THE EAST LINE OF SAID LOT 11, 22 FEET SOUTH OF THE NORTHEAST CORNER THEREOF, TO A POINT ON THE WEST LINE OF SAID LOT 16, 22 FEET SOUTH OF THE NORTHWEST CORNER THEREOF, IN COOK COUNTY, ILLINOIS.

### PARCEL 3:

LOTS 1 TO 7, BOTH INCLUSIVE, IN E.T. HENDEE'S RESUBDIVISION OF LOTS 14, 15 AND THE WEST 7.67 FEET OF LOT 16 IN BLOCK 2 IN STAVE AND KLEMM'S SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THE VACATED 16 FOOT WIDE NORTH-SOUTH ALLEY LYING WEST OF AND ADJOINING LOTS 1 TO 5, AFORESAID AND ALL OF VACATED CLYDE AVENUE LYING EAST OF AND ADJOINING SAID LOTS 1 TO 5 AND LYING SOUTH OF THE NORTH LINE OF LOT 5 EXTENDED EAST AND LYING NORTH OF THE SOUTH LINE OF LOT 1 EXTENDED EAST, IN COOK COUNTY, ILLINOIS.

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PARCEL 4:

NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS APPURTENANT TO AND FOR THE BENEFIT OF PARCELS 1, 2 AND 3 TAKEN AS A TRACT, OVER, ACROSS AND UPON THE SOUTH 20 FEET OF LOT 10 IN BLOCK 2 IN STAVE AND KLEMM'S SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AND ALSO, A NON-EXCLUSIVE EASEMENT FOR PARKING PURPOSES APPURTENANT TO AND FOR THE BENEFIT OF SAID PARCELS 1, 2 AND 3, TAKEN AS A TRACT, OVER THOSE PORTIONS OF LOT 10 (EXCEPT THE NORTH 22 FEET THEREOF), IN BLOCK 2 IN STAVE AND KLEMM'S SUBDIVISION, AFORESAID, CONSTRUCTED FOR THE PURPOSE OF PARKING MOTOR VEHICLES, AS CREATED BY RECIPROCAL GRANT OF EASEMENTS AGREEMENT DATED FEBRUARY 23, 1989 AND RECORDED JUNE 29, 1989 AS DOCUMENT NO. 89298743 AND FILED JUNE 29, 1989 AS DOCUMENT 1R3805916 IN COOK COUNTY, ILLINOIS.

Address of Property: 7131 South Jeffery, Chicago, Illinois

P.I.N.s: 20 25 201 033 0000  
20 25 200 034 0000  
20 25 201 035 0000  
20 25 200 036 0000  
20 25 200 037 0000