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Eugene "Gene" Moore Fee: \$54.00
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Date: 07/06/2005 01:21 PM Pg: 1 of 16

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Property of Cook County Clerk's Office

SUBORDINATION NON-DISTURBANCE AND ATTORNMENT AGREEMENT

OWNER: SB AFLINGTON FUNDING COMPANY, INC.
TENANT: SB SERVICES, INC.
MORTGAGEE: ING REAL ESTATE FINANCE (USA) LLC
PROPERTY ADDRESS: 95 ALGONQUIN ROAD
ARLINGTON HEIGHTS, ILLINOIS
PIN: 08-16-200-103-0000
DATED: AS OF JUNE 28, 2005

After recording
Return to:
Sidley Austin Brown & Wood llp
1501 K Street, NW
Washington, DC 20005
Attn: William E. Sudow

Box 400-CTCC

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RETURN TO:

Sidley Austin Brown & Wood LLP
 1501 K Street, NW
 Washington, DC 20005
 Attn: William E. Sudow

SUBORDINATION NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This SUBORDINATION NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "**Agreement**") is made and entered into as of this 28 day of June 2005, by and between **SBC SERVICES, INC.**, a Delaware corporation ("**Tenant**"), **SB ARLINGTON FUNDING COMPANY, INC.**, a Delaware corporation, together with its successors and assigns ("**Owner**"), and **ING REAL ESTATE FINANCE (USA) LLC**, a Delaware limited liability company, together with its successors and assigns ("**Mortgagee**").

RECITALS:

A. Mortgagee is or will be the holder of a certain mortgage (or deed of trust) to be recorded concurrently herewith (as amended from time to time, the "**Mortgage**") encumbering the Real Estate (hereinafter defined).

B. SB Arlington Project Corporation, a Delaware corporation ("**Landlord**") and Tenant have entered into a certain Lease Agreement (such lease, together with all amendments and modifications thereof, hereinafter being referred to as the "**Lease**"), dated as of May 24, 1996, pursuant to which Tenant leased certain premises (the "**Premises**") consisting of approximately 134,597 square feet of space in the building (the "**Building**") on the parcel of land (the "**Land**") legally described in Exhibit A attached hereto (the Land and Building herein being collectively referred to as the "**Real Estate**").

NOW, THEREFORE, for and 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, and notwithstanding anything in the Lease to the contrary, 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 Premises and there are no other agreements, written or verbal, governing the tenancy of Tenant with respect to the Premises.

2. So long as the obligations secured under the Mortgage have not been satisfied, Tenant shall notify Mortgagee of any default by Landlord of those obligations under the Lease which are of a nature as to give Tenant a right to terminate the Lease, reduce rent or other charges, or to credit of offset any amounts against future rents or other charges. Mortgagee shall thereafter have the right, but not the obligation, to effect the cure of such default within Landlord's cure period, if any, under the Lease.

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

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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.

4. Tenant acknowledges that (i) pursuant to that certain Assignment of Leases and Rents (Project Company), dated as of the date hereof, between Landlord and Owner, Landlord has collaterally assigned to Owner its interest in 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 and (ii) pursuant to that certain Assignment of Assignment of Leases and Rents, dated as of the date hereof, between Owner and Mortgagee (the "**Assignment of Assignment of Leases and Rents**"), Owner has collaterally assigned to Mortgagee all of Owner's interest in such leases, rents and other amounts. Under the terms of the Assignment of Assignment of Leases and Rents and that certain direction letter from Landlord and Owner to Tenant, dated as of the date hereof, all rent and other payments under the Lease shall be paid directly to an account in accordance with the provisions contained therein. In addition, after notice is given to Tenant by Mortgagee that an Event of Default under the Mortgage has occurred and that the rentals due under the Lease shall be paid to Mortgagee pursuant to the terms of the Assignment of Assignment of Leases and Rents, Tenant will honor such demand and make all subsequent payments directly to Mortgagee. Tenant further agrees that upon such demand by Mortgagee, any Lease termination fees payable under the Lease shall be paid to or at the direction of Mortgagee. Landlord hereby irrevocably authorizes Tenant to make the foregoing payments to Mortgagee upon such notice and demand. By executing and delivering this Agreement, Tenant confirms that any notice requirements to be given by Mortgagee to Tenant under the Lease for purposes of granting rights to mortgagees under the Lease shall be deemed satisfied.

5. Mortgagee agrees that so long as Tenant shall be in possession of the premises demised under the Lease, and Tenant shall not be in default, beyond the applicable periods of grace and notice, under any of the terms, covenants or conditions of the Lease and of this Agreement:

(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 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 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

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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 any extension periods, if Tenant elects or has elected to exercise any option to extend the term of the Lease), 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 any extension periods, if Tenant elects or has elected to exercise any option to extend the term of the Lease), provided, however, that such new owner shall not be:

(i) liable for any act or omission of any prior landlord (including Landlord), except acts or omissions which continue subsequent to the time Mortgagee or such transferee acquires ownership of the Real Estate, and only to the extent of such continuation;

(ii) subject to any offsets or defenses which Tenant has against any prior landlord (including Landlord) (but Tenant is not obligated to pay to Mortgagee or other transferee any offsets taken before the Real Estate was transferred) 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 Paragraph 3 above;

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

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

(v) bound by any amendment or modification of the Lease after the effective date of this Agreement (or the earlier date of any estoppel certificate given by Tenant to Mortgagee) terminating the Lease prior to expiration or termination as expressly provided in the Lease; reducing the rent or charges payable by Tenant under the Lease or modify the allocation of the cost of insurance, taxes or other expenses of the operation of the Real Estate; or otherwise materially reducing the benefits of the Lease to the holder of the Landlord's interest in the Lease, which is made without Mortgagee's consent;

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(vi) 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) except breaches which continue subsequent to the time Mortgagee or such transferee acquires ownership of the Real Estate, and only to the extent of such continuation;

(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: ING Real Estate Finance (USA) LLC
230 Park Avenue, 12th Floor
New York, NY 10169
Attn: Michael E. Shields

With a copy to: Sidley Austin Brown & Wood LLP
1501 K Street, NW
Washington, DC 20005
Attn: William E. Sudow

To Owner SB Arlington Funding Company, Inc.
c/o Global Securitization Services, LLC
445 Broad Hollow Road, Suit 239
Melville, NY 11747
Attn: Andrew L. Stidd

With a copy to: King & Spalding LLP
1185 Avenue of the Americas
New York, NY 10036
Attn: Michael J.T. McMillen

To Landlord: SB Arlington Project Corporation
c/o HDG Mansur Investment Services, Inc.
10 West Market Street, Suite 1200
Indianapolis, Indiana 46204
Attn: Harold D. Garrison

With a copy to: King & Spalding LLP
1185 Avenue of the Americas
New York, NY 10036
Attn: Michael J.T. McMillen

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To Tenant: SBC Services, Inc.
Corporate Real Estate Dept.
425 W. Randolph St., Floor 9
Chicago, IL 60606

With a copy to: SBC Midwest Legal Dept.
225 W. Randolph St., 25th Fl.
Chicago, IL 60606

And a copy to: Equis Corporation
P.O. Box 641338
Chicago, IL 60664-1338

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, together with its successors and assigns, will be relying on the representations, warranties, covenants and agreements of Tenant contained herein and upon 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 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.

11. If any portion or portions of this Agreement shall be held invalid or inoperative, then all of the remaining portions shall remain in full force and effect, and, so far as is reasonable and possible, effect shall be given to the intent manifested by the portion or portions held to be invalid or inoperative.

12. The headings, captions, and arrangements used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

13. It is the intent of the parties hereto that the foregoing covenants and agreements shall control, notwithstanding any general provision of law to the contrary.

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[SIGNATURES APPEAR ON NEXT PAGE]

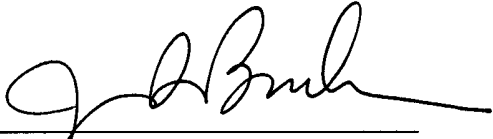
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IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

Tenant:

SBC SERVICES, INC.

By: 
 Name: Joseph D. Buckman
 Title: Director - Transactions

Owner:

**SB ARLINGTON FUNDING COMPANY,
INC.**

By: _____
 Michelle Moezzi
 Vice President

Mortgagee:

ING REAL ESTATE FINANCE (USA) LLC

By: _____
 Name: _____
 Title: _____

Landlord:

**SB ARLINGTON PROJECT
CORPORATION, A DELAWARE
CORPORATION**

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:

SBC SERVICES, INC.

By: _____

Name: _____

Title: _____

Owner:

SB ARLINGTON FUNDING COMPANY, INC.

By: _____

Michelle Moezzi
Vice President

Mortgagee:

ING REAL ESTATE FINANCE (USA) LLC

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:

SBC SERVICES, INC.

By: _____

Name: _____

Title: _____

Owner:

SB ARLINGTON FUNDING COMPANY, INC.

By: _____

Michelle Moezzi
Vice President

Mortgagee:

ING REAL ESTATE FINANCE (USA) LLC

By:  _____

Name: MICHAEL SHIELDS

Title: VICE PRESIDENT

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STATE OF ILLINOIS)

COUNTY OF COOK)

I, Wanda Hardwick, a Notary Public in and for the said State, DO HEREBY CERTIFY that Joseph D. Buckman, as Director of SBC Services, Inc., a Delaware corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____ of said corporation, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her free and voluntary act and as the free and voluntary act of said corporation for uses and purposes set forth therein.

Given under my hand and notarial seal this 21st day of June, 2005.

Wanda L. Hardwick

Notary Public - Signature

Wanda L. Hardwick

Notary Public - Printed

My Commission Expires:

5-14-2009

My County of Residence is:

COOK



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STATE OF NEW YORK)
)
COUNTY OF NASSAU)

I, John M. DeMilt, a Notary Public in and for the said State, DO HEREBY CERTIFY that Michelle Moezzi, as Vice President of SB Arlington Funding Company, Inc., a Delaware corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President of said corporation, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her free and voluntary act and as the free and voluntary act of said corporation for uses and purposes set forth therein.

Given under my hand and notarial seal this 21st day of June, 2005.



Notary Public – Signature

John M. DeMilt

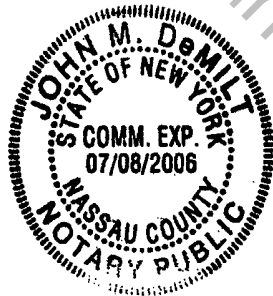
Notary Public – Printed

My Commission Expires:

My County of Residence is:

JOHN M. DEMILT
Notary Public, State of New York
No. 02DE6002207
Qualified in Nassau County
Commission Expires July 8 2006

Nassau



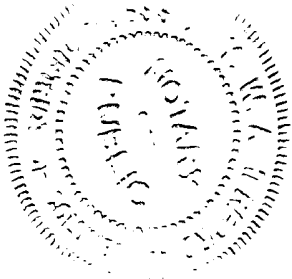
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STATE OF)
District of Columbia)
COUNTY OF)

I, Jessica Y. Weatherford, a Notary Public in and for the said State, DO HEREBY CERTIFY that Michael Shwelds, as Vice President of ING Real Estate Finance (USA) LLC, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____ of said limited liability company, appeared before me this day in person and acknowledged that ~~she~~^{he} signed and delivered the said instrument as ~~her~~^{his} free and voluntary act and as the free and voluntary act of said corporation for uses and purposes set forth therein.

Given under my hand and notarial seal this 23rd day of June, 2005.



Jessica Y. Weatherford
Notary Public - Signature

Jessica Y. Weatherford
Notary Public - Printed

My Commission Expires:

February 14, 2009

My County of Residence is:

JESSICA Y. WEATHERFORD
NOTARY PUBLIC
District of Columbia
My Commission Expires February 14, 2009

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EXHIBIT A

LEGAL DESCRIPTION

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LEGAL DESCRIPTION:

PARCEL 1:

LOT 3

(EXCEPTING THEREFROM THAT PART OF LOT 3 DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3; THENCE SOUTHEASTERLY ALONG A 2541.29 FOOT RADIUS CURVE, BEING ALSO THE NORTHERLY LINE OF SAID LOT 3, THE CENTER OF CIRCLE OF SAID CURVE BEARS ON AN ASSUMED BEARING OF NORTH 47 DEGREES 58 MINUTES 18 SECONDS EAST FROM SAID POINT, CENTRAL ANGLE 2 DEGREES 12 MINUTES 20 SECONDS, 97.82 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTHEASTERLY ALONG SAID CURVE CONCAVE TO THE NORTHEAST RADIUS 2541.29 FEET, CENTRAL ANGLE 11 DEGREES 26 MINUTES 54 SECONDS, 507.78 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY ALONG A 20.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST, CENTRAL ANGLE 55 DEGREES 04 MINUTES 09 SECONDS, 28.83 FEET TO A POINT ON A 2551.07 FOOT RADIUS CURVE, THE CENTER OF CIRCLE OF SAID CURVE BEARS NORTH 35 DEGREES 00 MINUTE 05 SECONDS EAST FROM SAID POINT; THENCE NORTHWESTERLY ALONG SAID CURVE, RADIUS 2551.07 FEET, CENTRAL ANGLE 8 DEGREES 26 MINUTES 03 SECONDS, 375.52 FEET TO A POINT ON A 2546.12 FOOT RADIUS CURVE, THE CENTER OF CIRCLE OF SAID CURVE BEARS NORTH 42 DEGREES 14 MINUTES 05 SECONDS EAST FROM SAID POINT; THENCE NORTHWESTERLY ALONG SAID CURVE, RADIUS 2546.12 FEET, CENTRAL ANGLE 2 DEGREES 18 MINUTES 00 SECOND, 102.21 FEET; THENCE NORTH 40 DEGREES 00 MINUTE 33 SECONDS WEST 56.36 FEET TO THE POINT OF BEGINNING),

IN ARLINGTON PLACE SUBDIVISION, BEING A SUBDIVISION IN SECTION 16, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE RECIPROCAL EASEMENT AGREEMENT BY AND BETWEEN URBS-SCHMITT AND KEPPEN INCORPORATED, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 3, 1979 AND KNOWN AS TRUST NUMBER 47058 AND OTHERS, DATED AUGUST 2, 1979 AND RECORDED OCTOBER 1, 1979 AS DOCUMENT 25171074 AND FILED OCTOBER 1, 1979 AS DOCUMENT LR. 3121973 AND AS AMENDED BY INSTRUMENT RECORDED JUNE 4, 1981 AS DOCUMENT 25893428 AND FILED AS DOCUMENT LR. 3218008 FOR INGRESS AND EGRESS IN PART OF ARLINGTON PLACE SUBDIVISION AND TEULACH'S SUBDIVISION AS DELINEATED IN SAID AGREEMENT, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY AMENDED AND RESTATED EASEMENT AND OPERATING AGREEMENT AND GRANT OF EASEMENTS BY AND AMONG AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT NUMBER 45170, AND AS TRUSTEE UNDER TRUST AGREEMENT NUMBER 52304, SAID AGREEMENT BEING DATED FEBRUARY 1, 1983 AND RECORDED MARCH 7, 1983 AS DOCUMENT 26527048 AND FILED MARCH 7, 1983 AS DOCUMENT LR. 3296792, OVER, UPON AND ACROSS LOT 1 FOR THE PURPOSE OF USING AND GAINING ACCESS TO A SURFACE WATER DETENTION/RETENTION POND LOCATED IMMEDIATELY EAST OF THE WESTERNMOST LINE OF LOT 1 IN ARLINGTON PLACE SUBDIVISION AFORESAID, AS SHOWN ON DRAWING ATTACHED AS EXHIBIT "A" TO EASEMENT AND OPERATING AGREEMENT DATED DECEMBER 1, 1979 AND RECORDED JANUARY 4, 1980 AS DOCUMENT 25306989 AND FILED JANUARY 4, 1980 AS DOCUMENT LR. 3139276 AND ALSO OVER, UPON AND ACROSS LOT 2 IN ARLINGTON PLACE SUBDIVISION AFORESAID FOR THE PURPOSE OF GAINING ACCESS TO SAID POND LOCATED ON SAID LOT 1 AS SHOWN ON DRAWING ATTACHED AS EXHIBIT "A" TO THE AFORESAID AMENDED AND RESTATED EASEMENT AND OPERATING AGREEMENT AND GRANT OF EASEMENTS IDENTIFIED ABOVE, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

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EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT OF EASEMENT DATED FEBRUARY 1, 1983 AND RECORDED MARCH 7, 1983 AS DOCUMENT 26527049 AND FILED MARCH 7, 1983 AS DOCUMENT LR. 3296793 BY AND BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT NUMBER 47058, AND AS TRUSTEE UNDER TRUST AGREEMENT NUMBER 52304, OVER, UPON AND ACROSS THAT PART OF LOT 2 IN ARLINGTON PLACE SUBDIVISION AFORESAID AS DEPICTED ON EXHIBIT "A", FOR CONSTRUCTING, RUNNING, MAINTAINING AND REPAIRING SANITARY SEWER LINES AND PIPES, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 08-16-200-103-0000

COMMONLY KNOWN AS: 95 WEST ALGONQUIN ROAD, ARLINGTON HEIGHTS, ILLINOIS

Property of Cook County Clerk's Office