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Cook County Recorder of Deeds
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SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

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Box 430

④ 211423

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Katlen Muchin Rosenman LLP
 401 S. Tryon Street, Suite 2600
 Charlotte, NC 28202
 Attn: Daniel S. Huffenus, Esq.

December

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (the "Agreement") is made as of the ~~15th~~ *15th* day ~~August~~ *December*, 2006 by and between BEAR STEARNS COMMERCIAL MORTGAGE, INC., having an address at 383 Madison Avenue, New York, New York 10179 ("Lender") and FIFTH THIRD BANK, a Michigan banking corporation, having an address at 1701 Golf Road, Fifth Third Center, Rolling Meadows, Illinois 60008 ("Tenant").

RECITALS:

A. Tenant is the holder of a leasehold estate in a portion of the property known as Lincoln Village, located at 6075-6201 N. Lincoln Avenue, Chicago, Illinois, as more particularly described on Schedule A (the "Property") under and pursuant to the provisions of a certain lease dated October 3, 2002 between BGP Lincoln Village, L.L.C. an Illinois limited liability company, as landlord ("Landlord") and Tenant or its predecessor in interest, as tenant (as amended through the date hereof, the "Lease");

B. The Property is or is to be encumbered by one or more mortgages, deeds of trust, deeds to secure debt or similar security agreements (collectively, the "Security Instrument") from Landlord, or its successor in interest, in favor of Lender and

C. Tenant has agreed to subordinate the Lease to the Security Instrument and to the lien thereof and Lender has agreed to grant non-disturbance to Tenant under the Lease on the terms and conditions hereinafter set forth.

AGREEMENT:

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Subordination. The Lease shall be subject and subordinate in all respects to the lien and terms of the Security Instrument, to any and all advances to be made thereunder and to all renewals, modifications, consolidations, replacements and extensions thereof.

2. Nondisturbance. So long as Tenant pays all rents and other charges as specified in the Lease and is not otherwise in default (beyond applicable notice and cure periods) of any of its obligations and covenants pursuant to the Lease, Lender agrees for itself and its successors in interest and for any other person acquiring title to the Property through a foreclosure (an "Acquiring Party"), that Tenant's possession of the premises as described in the Lease will not be disturbed during the term of the Lease, as said term may be extended pursuant to the terms of the Lease or as said premises may be expanded as specified in the Lease, by reason of a foreclosure. For purposes of this agreement, a "foreclosure" shall include (but not be limited to) a sheriff's or trustee's sale under the power of sale contained in the Security Instrument, the termination of any superior lease of the Property and any other transfer of the Landlord's interest in the Property under peril of foreclosure, including, without limitation to the generality of the foregoing, an assignment or sale in lieu of foreclosure.

3. Attornment. Tenant agrees to attorn to, accept and recognize any Acquiring Party as the landlord under the Lease pursuant to the provisions expressly set forth therein for the then remaining balance of the term of the Lease, and any extensions thereof as made pursuant to the Lease. The foregoing provision shall be self-operative and shall not require the execution of any further instrument or

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agreement by Tenant as a condition to its effectiveness. Tenant agrees, however, to execute and deliver, at any time and from time to time, upon the request of the Lender or any Acquiring Party any reasonable instrument which may be necessary or appropriate to evidence such attornment.

4. No Liability. Notwithstanding anything to the contrary contained herein or in the Lease, it is specifically understood and agreed that neither the Lender, any receiver nor any Acquiring Party shall be:

(a) liable for any act, omission, negligence or default of any prior landlord (other than to cure defaults of a continuing nature with respect to the maintenance or repair of the demised premises or the Property); provided, however, that any Acquiring Party shall be liable and responsible for the performance of all covenants and obligations of landlord under the Lease accruing from and after the date that it takes title to the Property; or

(b) except as set forth in (a), above, liable for any failure of any prior landlord to construct any improvements;

(c) subject to any offsets, credits, claims or defenses which Tenant might have against any prior landlord; or

(d) bound by any rent or additional rent which is payable on a monthly basis and which Tenant might have paid for more than one (1) month in advance to any prior landlord; or

(e) be liable to Tenant hereunder or under the terms of the Lease beyond its interest in the Property.

(f) liable or responsible for or with respect to the retention, application and or/return to the Tenant of any security deposit paid to Borrower or any prior Landlord, unless and until Lender or such Acquiring Party has actually received for its own account as landlord the full amount of such security deposit.

Notwithstanding the foregoing, Tenant reserves its rights to any and all claims or causes of action against such prior landlord for prior losses or damages and against the successor landlord for all losses or damages arising from and after the date that such successor landlord takes title to the Property.

5. Rent. Tenant has notice that the Lease and the rents and all other sums due thereunder have been assigned to Lender as security for the loan secured by the Security Instrument. In the event Lender notifies Tenant of the occurrence of a default under the Security Instrument and demands that Tenant pay its rents and all other sums due or to become due under the Lease directly to Lender, Tenant shall honor such demand and pay its rent and all other sums due under the Lease directly to Lender or as otherwise authorized in writing by Lender. Landlord hereby irrevocably authorizes Tenant to make the foregoing payments to Lender upon such notice and demand.

6. Lender to Receive Notices. Tenant shall notify Lender of any default by Landlord under the Lease which would entitle Tenant to cancel the Lease, and agrees that, notwithstanding any provisions of the Lease to the contrary, no notice of cancellation thereof shall be effective unless Lender shall have received notice of default giving rise to such cancellation and shall have failed within sixty (60) days after receipt of such notice to cure such default, or if such default cannot be cured within sixty (60) days, shall have failed within sixty (60) days after receipt of such notice to commence and thereafter diligently pursue any action necessary to cure such default.

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401 S. Tryon Street, Suite 2600
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7. NOTICES. All notices or other written communications hereunder shall be deemed to have been properly given (i) upon delivery, if delivered in person with receipt acknowledged by the recipient thereof, (ii) one (1) Business Day (hereinafter defined) after having been deposited for overnight delivery with any reputable overnight courier service, or (iii) three (3) Business Days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the receiving party at its address set forth above, and:

if to Tenant, to
the attention of:

Fifth Third Bank
1701 Golf Road
Fifth Third Center
Rolling Meadows, Illinois 60008
Attention: Legal Department

and

if to Lender:
to the attention of:

Bear Stearns Commercial Mortgage, Inc.
its successors and/or assigns
383 Madison Avenue
New York, New York 10179
Attention: J. Christopher Hoeffel

or addressed as such party may from time to time designate by written notice to the other parties. For purposes of this Paragraph 7, the term "Business Day" shall mean any day other than Saturday, Sunday or any other day on which banks are required or authorized to close in New York, New York.

Either party by notice to the other may designate additional or different addresses for subsequent notices or communications.

8. Successors. The obligations and rights of the parties pursuant to this Agreement shall bind and inure to the benefit of the successors, assigns, heirs and legal representatives of the respective parties. In addition, Tenant acknowledges that all references herein to Landlord shall mean the owner of the landlord's interest in the Lease, even if said owner shall be different than the Landlord named in the Recitals.

9. Duplicate Originals; Counterparts. This Agreement may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original. This Agreement may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single Agreement. The failure of any party hereto to execute this Agreement, or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder.

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IN WITNESS WHEREOF, Lender and Tenant have duly executed this Agreement as of the date first above written.

KattenMuchinRosenman LLP
401 S. Tryon Street, Suite 2600
Charlotte, NC 28202
Attn: Daniel S. Huffenus, Esq.

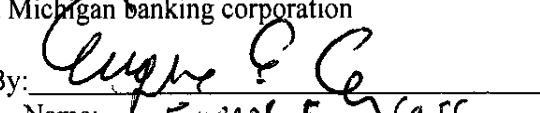
LENDER:

BEAR STEARNS COMMERCIAL MORTGAGE, INC., a New York corporation

By: 
Name: **Michael A. Forastiere**
Authorized Signatory **Managing Director**

TENANT:

FIFTH THIRD BANK,
a Michigan banking corporation

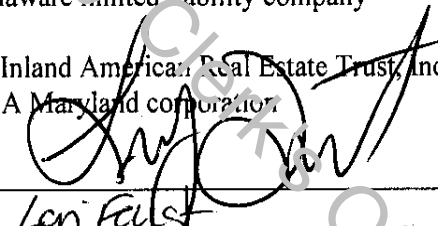
By: 
Name: **Eugene E. Carr**
Title: **Vice President**

The undersigned as the Landlord named in the Recitals or as successor thereto hereby accepts and agrees to be bound by the provisions of Paragraph 5 hereof.

INLAND AMERICAN CHICAGO LINCOLN, L.L.C.

a Delaware limited liability company

By: **Inland American Real Estate Trust, Inc.**
A Maryland corporation

By: 
Leni Fels
Treasurer

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STATE OF NEW YORK)

:SS.

COUNTY OF NEW YORK)

On this 31st day of October, 2006, before me, the undersigned officer, personally appeared Michael A. Forastiere having an address at 383 Madison Avenue, New York, New York 10179, and personally known and acknowledged himself/herself themselves to me (or proved to me on the basis of satisfactory evident to be the Managing Director of **BEAR STEARNS COMMERCIAL MORTGAGE, INC.**, (hereinafter, the "Corporation"), and that as such officer(s) being duly authorized to do so pursuant to its bylaws or a resolution of its board of directors, executed, subscribed and acknowledged the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by himself/herself/themselves in their authorized capacity as such office(s) as his free and voluntary act and deed and the free and voluntary act and deed of said Corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Andrea B. Dresner

Notary Public

NOTARY SEAL

ANDREA B. DRESNER
 Notary Public, State of New York
 No. 01DR4875347
 Qualified in New York County
 Certificate Filed in New York County
 Commission Expires Nov. 3, 2008

Notary Public
 County Clerk's Office

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Katten Muchin Rosenman LLP
401 S. Tryon Street, Suite 2600
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Attn: Daniel S. Huffenus, Esq.

STATE OF ILLINOIS

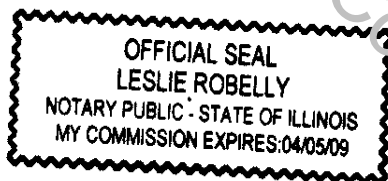
COUNTY OF DUPAGE

I, the undersigned, a Notary Public of the County and State aforesaid, certify that Cori Foust personally came before me this day and acknowledged that he/she is the Treasurer of INLAND AMERICAN REAL ESTATE TRUST, INC., a Maryland corporation, which is the sole member and manager of INLAND AMERICAN CHICAGO LINCOLN, L.L.C., a Delaware limited liability company and that he/she as its Treasurer, being duly authorized to do so, executed the foregoing instrument on behalf of the corporation.

WITNESS my hand and official seal, this 28 day of August, 2006.

Leslie Robelly
Notary Public
My commission expires: 04/05/09

[NOTARIAL SEAL]



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EXHIBIT A

*** PARCEL 1:

THAT PART OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF THE RIGHT OF WAY OF THE SANITARY DISTRICT OF CHICAGO AND THE CENTER LINE OF LINCOLN AVENUE AS FORMERLY LOCATED, THENCE NORTHWESTERLY ALONG THE CENTER LINE OF LINCOLN AVENUE AS FORMERLY LOCATED 1200 FEET; THENCE NORTHEASTERLY ON A LINE AT RIGHT ANGLES TO SAID CENTER LINE OF LINCOLN AVENUE, 168.80 FEET; THENCE EAST 679.50 FEET TO SAID WEST LINE OF THE RIGHT OF WAY OF THE SANITARY DISTRICT OF CHICAGO, THENCE SOUTHERLY ALONG THE WEST LINE OF SAID RIGHT OF WAY 918.73 FEET TO THE POINT OF BEGINNING (EXCEPT THAT PART LYING SOUTHWESTERLY OF A LINE 83 FEET NORTHEASTERLY OF AND PARALLEL TO THE SOUTHERLY OR SOUTHWESTERLY LINE OF LINCOLN AVENUE AS FORMERLY LOCATED) AND EXCEPTING THAT PART OF THE PREMISES IN QUESTION DESCRIBED AS FOLLOWS: THAT PART OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF LINCOLN AVENUE AND THE CENTER LINE OF KIMBALL AVENUE EXTENDED NORTH, THENCE NORTHWESTERLY 20.90 FEET ALONG THE CENTER LINE OF LINCOLN AVENUE EXTENDED TO A POINT; THENCE NORTHEASTERLY 50 FEET ALONG A LINE FORMING AN ANGLE OF 90 DEGREES WITH THE LAST DESCRIBED COURSE, TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF LINCOLN AVENUE, WHICH IS THE POINT OF BEGINNING; BEGINNING AT AFORESAID DESCRIBED POINT, THENCE NORTHEASTERLY 118.80 FEET ALONG A LINE FORMING AN ANGLE OF 90 DEGREES WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF LINCOLN AVENUE TO A POINT; THENCE EASTERLY 93.56 FEET ALONG A LINE FORMING AN ANGLE OF 49 DEGREES 16 MINUTES TO THE RIGHT WITH THE PROLONGATION OF THE SAID LAST DESCRIBED COURSE TO A POINT; THENCE SOUTHWESTERLY 179.85 FEET ALONG A LINE FORMING AN ANGLE OF 130 DEGREES 44 MINUTES TO THE RIGHT WITH THE PROLONGATION OF SAID LAST DESCRIBED COURSE TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF LINCOLN AVENUE; THENCE NORTHWESTERLY 70.90 FEET ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF LINCOLN AVENUE TO THE POINT OF BEGINNING, AS CONDEMNED FOR KIMBALL AVENUE ON THE PETITION OF THE CITY OF CHICAGO FILED JULY 6, 1933, CASE B-271453, CIRCUIT COURT OF COOK COUNTY, ILLINOIS AND ALSO EXCEPT THAT PART CONVEYED BY DEED RECORDED AUGUST 3, 2001 AS DOCUMENT NUMBER 0010707219 TO THE PEOPLE OF THE STATE OF ILLINOIS – DEPARTMENT OF TRANSPORTATION – FOR HIGHWAY PURPOSES.

UNOFFICIAL COPY**PARCEL 2:****EXHIBIT A****continued**

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED AND DEFINED IN AN EASEMENT AGREEMENT DATED JULY 16, 1984 AND RECORDED JANUARY 10, 1985 AS DOCUMENT 27402551, FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS OVER, UPON AND ACROSS THE FOLLOWING DESCRIBED PARCEL:

THAT PART OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHEASTERLY OF KIMBALL AVENUE (MCCORMICK BOULEVARD), NORTHEASTERLY OF THE CENTERLINE OF LINCOLN AVENUE AND WESTERLY OF THE WEST LINE OF THE SANITARY DISTRICT OF CHICAGO, DESCRIBED AS FOLLOWS: BEING A STRIP OF LAND 12 FEET WIDE AS MEASURED AT RIGHT ANGLES, LYING NORTH OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE WESTERLY LINE OF THE SANITARY DISTRICT OF CHICAGO 918.73 FEET NORTH WESTERLY OF THE CENTER LINE OF LINCOLN AVENUE; THENCE NORTH 90 DEGREES WEST 585.57 FEET TO A POINT OF TERMINATION OF THE SAID LINE ON THE EASTERLY LINE OF MCCORMICK BOULEVARD, 230.13 FEET NORTHERLY OF THE CENTER LINE OF LINCOLN AVENUE AS MEASURED ALONG THE EASTERLY LINE OF MCCORMICK BOULEVARD; AND BOUNDED ON THE EAST BY THE WEST LINE OF THE SANITARY DISTRICT OF CHICAGO AND ON THE WEST BY THE EASTERLY RIGHT OF WAY LINE OF MCCORMICK BOULEVARD, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3A:

THE LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN PARAGRAPH 1.C. OF THE ALTA LEASEHOLD ENDORSEMENT ATTACHED HERETO), CREATED BY THAT CERTAIN LEASE AGREEMENT BY AND BETWEEN METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO, AS LESSOR, AND 5GP LINCOLN VILLAGE L.L.C., AS LESSEE, DATED MARCH 21, 2002, RECORDED AUGUST 15, 2003 AS DOCUMENT NUMBER 0322727118, AND ASSIGNED TO INLAND AMERICAN CHICAGO LINCOLN, L.L.C., BY ASSIGNMENT RECORDED OCTOBER 26, 2006 AS DOCUMENT NUMBER 0629939049, DEMISING AND LEASING FOR A TERM OF YEARS BEGINNING JANUARY 1, 2003 AND ENDING DECEMBER 31, 2063 THE FOLLOWING DESCRIBED PREMISES, TO WIT:

Office

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EXHIBIT A
 A PARCEL OF LAND LYING IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF THE AFORESAID NORTHEAST QUARTER AND THE NORTHEASTERLY RIGHT OF WAY LINE OF LINCOLN AVENUE; THENCE NORTH 50 DEGREES 57 MINUTES 58 SECONDS WEST ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF LINCOLN AVENUE 577.72 FEET TO A POINT, SAID POINT BEING 115.00 FEET NORTHWEST OF THE WESTERLY LINE (AS MEASURED ALONG LINCOLN AVENUE) OF THE NORTH SHORE CHANNEL; THENCE NORTH 07 DEGREES 29 MINUTES 25 SECONDS WEST 18.65 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG A LINE BEARING NORTH 07 DEGREES 29 MINUTES 25 SECONDS WEST BEING THE WESTERLY RIGHT OF WAY LINE OF THE NORTH SHORE CHANNEL A DISTANCE OF 825.03 FEET, BEING THE SOUTH LINE OF A CERTAIN EASEMENT FOR INGRESS AND EGRESS PER DOCUMENT NUMBER 27402551; THENCE (DEED) NORTH 80 DEGREES 51 MINUTES 29 SECONDS EAST (MEAS.) NORTH 81 DEGREES 59 MINUTES 36 SECONDS EAST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 07 DEGREES 29 MINUTES 25 SECONDS EAST, A DISTANCE OF 338.96 FEET; THENCE NORTH 82 DEGREES 30 MINUTES 40 SECONDS EAST, A DISTANCE OF 87.42 FEET; THENCE SOUTH 08 DEGREES 53 MINUTES 14 SECONDS EAST, A DISTANCE OF 449.95 FEET; THENCE SOUTH 12 DEGREES 30 MINUTES 45 SECONDS WEST, A DISTANCE OF 22.73 FEET; THENCE SOUTH 60 DEGREES 02 MINUTES 30 SECONDS WEST, A DISTANCE OF 30.39 FEET; THENCE SOUTH 82 DEGREES 21 MINUTES 54 SECONDS WEST, A DISTANCE OF 62.96 FEET; THENCE SOUTH 69 DEGREES 11 MINUTES 24 SECONDS WEST, A DISTANCE OF 14.25 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.***

PARCEL 3B:

THE LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN PARAGRAPH 1.C. OF THE ALTA LEASEHOLD ENDORSEMENT ATTACHED HERETO), CREATED BY THE LEASE AGREEMENT EXECUTED BY METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO, A MUNICIPAL CORPORATION, AS LESSOR, AND BGP LINCOLN VILLAGE L.L.C., AS LESSEE, DATED MARCH 21, 2002, RECORDED AUGUST 15, 2003 AS DOCUMENT NUMBER 0322727118, AND ASSIGNED TO BGP LINCOLN VILLAGE II, L.L.C, LLC BY DOCUMENT RECORDED MAY 17, 2006 AS DOCUMENT NUMBER 0613704182 AND ASSIGNED TO INLAND AMERICAN CHICAGO LINCOLN II, L.L.C. BY DOCUMENT RECORDED OCTOBER 26, 2006 AS DOCUMENT NUMBER 0629939050, DEMISING AND LEASING FOR A TERM OF YEARS BEGINNING JANUARY 1, 2003 AND ENDING DECEMBER 31, 2063 THE FOLLOWING DESCRIBED PREMISES, TO WIT:

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A PARCEL OF LAND LYING IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF THE AFORESAID NORTHEAST QUARTER AND THE NORTHEASTERLY RIGHT OF WAY LINE OF LINCOLN AVENUE; THENCE NORTH 50 DEGREES 57 MINUTES 58 SECONDS WEST ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF LINCOLN AVENUE, 577.72 FEET TO A POINT, SAID POINT BEING 115.00 FEET NORTHWEST OF THE WESTERLY LINE (AS MEASURED ALONG LINCOLN AVENUE) OF THE NORTH SHORE CHANNEL; THENCE NORTH 07 DEGREES 29 MINUTES 25 SECONDS WEST 843.68 FEET; THENCE (DEED) NORTH 80 DEGREES 51 MINUTES 29 SECONDS EAST (MEAS.) NORTH 81 DEGREES 59 MINUTES 36 SECONDS EAST, A DISTANCE OF 30.00 FEET, TO THE PLACE OF BEGINNING; THENCE CONTINUING (DEED) NORTH 80 DEGREES 51 MINUTES 29 SECONDS EAST, (MEAS.) NORTH 81 DEGREES 59 MINUTES 36 SECONDS EAST A DISTANCE OF 120.00 FEET; THENCE (DEED) SOUTH 07 DEGREES 05 MINUTES 24 SECONDS EAST (MEAS.) SOUTH 08 DEGREES 44 MINUTES 24 SECONDS EAST, A DISTANCE OF 194.36 FEET; THENCE SOUTH 82 DEGREES 54 MINUTES 36 SECONDS WEST, A DISTANCE OF 3.93 FEET; THENCE SOUTH 07 DEGREES 05 MINUTES 20 SECONDS EAST, A DISTANCE OF 145.72 FEET; THENCE SOUTH 82 DEGREES 30 MINUTES 40 SECONDS WEST, A DISTANCE OF 113.69 FEET; THENCE NORTH 07 DEGREES 29 MINUTES 25 SECONDS WEST, A DISTANCE OF 338.96 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.***

Cook County Clerk's Office