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Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/08/2007 02:30 PM Pg: 1 of 11

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

Property of Cook County Clerk's Office

1/1

Prepared by and Mailed to:

Morgan, Lewis & Bockius LLP
5 Park Plaza, Suite 1750
Irvine, CA 92614
Attention: Scott Morehouse, Esq.

Box 400-CTCC

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SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

This Lease Subordination, Nondisturbance and Attornment Agreement (this "**Agreement**"), made as of the ^{August} ~~8~~ day of ~~July~~, 2007, by and between CITIBANK, N.A., successor by merger to CITIBANK, F.S.B., a national banking association ("**Lessee**") and KBS DEBT HOLDINGS, LLC., a Delaware limited liability company ("**Lender**").

RECITALS

A. Lender is the holder of a certain promissory note (the "**Note**") issued by Prime LaSalle/Madison Partners, LLC successor pursuant to a Judicial Sale Deed dated October 16, 2006 ("**Lessor**") dated ~~8~~ 2007 in the original principal sum of \$43,300,000.00 and of the mortgage or deed of trust of even date therewith (the "**Mortgage**") securing the Note, which Mortgage encumbers the real property (the "**Property**") described on Exhibit A, attached hereto and made a part hereof.

B. Lessee and Lessor are parties to a lease agreement dated January 9, 1998, as amended by Letter Agreement dated February 18, 1998, Side Letter Agreement dated March 27, 1998 and Letter Agreement dated May, 2007 (collectively known as the "**Lease**") by which Lessee leased from Lessor certain premises commonly known as 11 South LaSalle Street, Suite 140 (the "**Premises**"), and constituting a portion of the Property.

C. Lender in connection with the Mortgage has requested that Lessee subordinate its leasehold rights in the Premises to the lien of the Lender's Mortgage and Lessee has agreed to do so provided that Lender agrees not to disturb and recognize Lessee's leasehold rights in the Premises in the event Lender should foreclose its Mortgage or otherwise enforce its loan documents.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties hereto agree as follows:

1. Subject to Lender's compliance with paragraph 2 below and Lender's acceptance that (i) any condemnation awards relating to Tenant's moving expenses that may continue to apply under the Lease; and (ii) no security instrument shall cover or be construed as subjecting to the lien of the Mortgage any of Tenant's personal property or trade fixtures as otherwise set forth herein, Lessee hereby covenants and agrees that all its rights and interests whatsoever under the Lease in the Premises and the Property are and shall remain subject and subordinate to the lien of the Mortgage, to all of the rights and interests of Lender under the Mortgage and to all the terms, conditions and provisions thereof, except as set forth herein.

2. So long as no default by Lessee exists (beyond any applicable notice, grace or cure period given Lessee in the Lease to cure such default) in the payment of rent or additional charges or in the performance of any of the other terms, covenants or conditions of the Lease on Lessee's part to be performed, Lessee shall not be disturbed by Lender in Lender's possession of the Premises during the term of the Lease, or any extension or renewal thereof, or in the enjoyment of Lessee's rights under the Lease.

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3. If the interest of the Lessor under the Lease shall be acquired by Lender or any purchaser ("**Purchaser**") by reason of exercise of the power of sale or the foreclosure of the Mortgage or other proceedings brought to enforce the rights of the holder thereof, by deed in lieu of foreclosure or by any other method, and Lender or Purchaser succeeds to the interest of Lessor under the Lease, Lessee shall attorn to Lender or Purchaser as its lessor, said attornment to be effective and self-operative without the execution of any other instruments on the part of either party hereto immediately upon Lender's or Purchaser's succeeding to the interest of the Lessor under the Lease, and the Lease shall continue in accordance with its terms between Lessee as lessee and Lender or Purchaser as lessor; provided, however, that:

(a) Lender or Purchaser shall not be personally liable under the Lease and Lender's or Purchaser's liability under the Lease shall be limited to the ownership interest of Lender or Purchaser in the Property;

(b) Lender or Purchaser shall not be liable for any act or omission of any prior lessor (including Lessor), except if such act or omission shall then be continuing and which Lender received written notice thereof;

(c) Lender or Purchaser shall not be subject to any offsets or defenses which Lessee might have against any prior lessor (including Lessor), except for such offsets or defenses that are of a continuing nature and which Lender or successor Landlord received written notice thereof;

(d) Lender or Purchaser shall not be bound by any prepayment of rent or deposit more than one (1) month in advance, or rental security or any other sums deposited with any prior lessor (including Lessor) under the Lease unless actually received by Lender or Purchaser;

(e) Except pursuant to the express terms of the Lease, Lender or Purchaser shall not be bound by any agreement or modification of the Lease made without Lender's or Purchaser's written consent, which would; (y) reduce fixed annual rent, or (z) increase any other monetary obligation of Landlord under the Lease;

4. Lessee hereby agrees to deliver to Lender by certified mail, return receipt requested, or by any recognized overnight carrier any act, omission or notice of default against Landlord, which notice shall be deemed delivered three (3) days after the date of mailing and addressed to Lender c/o KBS Capital Advisors LLC, 620 Newport Center Drive, Suite 1300, Newport Beach, California 92600, Attention: James Chiboucas, with a copy to: Morgan, Lewis, & Bockuis LLP, 5 Park Plaza, Suite 1750, Irvine, California 92614, Attention Bruce Fisher. Lessee further agrees to afford Lender the right (but not the obligation) to cure said Landlord act, omission or default during the same concurrent time period provided Landlord under the Lease.

5. Lessor, by Lessor's execution of this Agreement, does hereby authorize and direct Lessee to make all rent and additional rent payments due under the Lease to Lender, should Lender notify Lessee in writing that Lender is invoking Lender's rights under the Mortgage to

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receive all rent and additional rent payments due under the Lease without further notice by Lessor. Any payment demand made to Lessee by Lender in response to this provision shall be deemed proper payment by Lessee of such sums pursuant to the Lease.

6. This Agreement shall inure to the benefit of and shall be binding upon Lessee and Lender, and their respective successors and assigns. This Agreement may not be altered, modified or amended except in writing signed by all of the parties hereto. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. This Agreement shall be governed by and construed according to the laws of the state where the Property is located.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

GREG FURCH, VP
Citicorp North America, Inc.
Citigroup Realty Services
500 W. Madison/2nd Floor
Chicago, IL 60661-2591
312.627.3968

WITNESSES (2)

Asim Ushair
Irma Fernandez

LESSEE: CITIBANK, N.A.

By: *Greg Furch*
(signature)

Its: _____
(title)

WITNESSES (2)

LENDER: KBS Debt Holdings, LLC., a Delaware limited liability company

By: _____
(signature)

Its: _____
(title)

Consented to: _____

~~WITNESSES (2)~~

~~_____
_____~~

~~LESSOR: Prime LaSalle/Madison Partners, LLC, a Illinois limited liability company~~

~~By: *Prime/US LaSalle, LLC, its Manager*
(signature)~~

~~Its: *The Prime Group, Inc., its Manager*
(title)
By: _____~~

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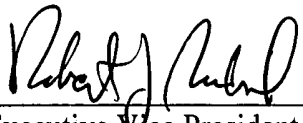
Consented to:

LESSOR:

PRIME LASALLE/MADISON PARTNERS, LLC,
an Illinois limited liability company

By: Prime/11 S. LaSalle, LLC, an Illinois
limited liability company, its Manager

By: The Prime Group, Inc., an Illinois
corporation, its Manager

By: 
Its: Executive Vice President

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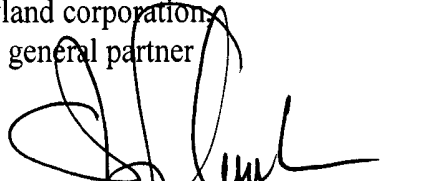
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KBS DEBT HOLDINGS, LLC,
a Delaware limited liability company

By: KBS LIMITED PARTNERSHIP,
a Delaware limited partnership,
its sole member

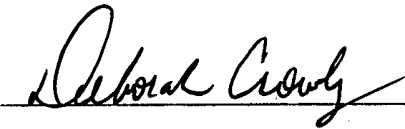
By: KBS REAL ESTATE INVESTMENT TRUST, INC.,
a Maryland corporation,
its sole general partner

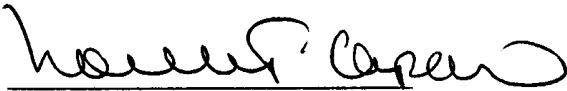
By:



Charles J. Schreiber, Jr.
Chief Executive Officer

WITNESSES (2)





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STATE OF _____)
) ss.
COUNTY OF _____)

On this, the 26th day of July 2007 before me, the undersigned party, personally appeared Grea Furch who acknowledged himself/herself to be the Vice President of C.R.S a _____, and that he/she as such _____, being authorized to do so, executed the foregoing Lease Subordination, Nondisturbance and Attornment Agreement for the purposes therein contained by signing the name of the _____ by himself/herself as _____.

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

Sylvia Mishail
Notary Public

My Commissions Expires:

10/26/09



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STATE OF ILLINOIS)
)ss
COUNTY OF COOK)

On August 6, 2007 before me, Kristin Jacobsen personally appeared Robert J. Rudnik, personally known to me (or proved to me on the basis of satisfactory evidence) to be the Executive Vice President of The Prime Group, Inc., the Manager of Prime/11 S. LaSalle, LLC, which is the Manager of Prime LaSalle/Madison Partners, LLC, and the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and seal.

Kristin Jacobsen
Signature

Printed Name: Kristin Jacobsen



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STATE OF CALIFORNIA)
)SS
COUNTY OF ORANGE)

On August 30, 2007 before me, Mickey Herrell, a Notary Public
personally appeared Charles J. Schreiber, Jr.
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that
he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~
signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s)
acted, executed the instrument.

WITNESS my hand and seal.



Mickey Herrell
Signature

Printed Name: Mickey Herrell

Property of Cook County Clerk's Office

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ACKNOWLEDGEMENTS

STATE OF _____)
) ss.
 COUNTY OF _____)

On this, the _____ day of July 2007, before me, the undersigned party, personally appeared _____ who acknowledged himself/herself to be the _____ of _____ a _____, and that he/she as such _____ being authorized to do so, executed the foregoing Lease Subordination, Nondisturbance and Attornment Agreement for the purposes therein contained by signing the name of the _____ by himself/herself as _____.

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

 Notary Public
 My Commissions Expires: _____

STATE OF _____)
) ss.
 COUNTY OF _____)

On this, the _____ day of _____ 200_, before me, the undersigned party, personally appeared Charles J. Schreiber, Jr. who acknowledged himself to be the Chief Executive Officer of KBS Real Estate Investment Trust, Inc., a Maryland corporation, and that he/she as such Chief Executive Officer, being authorized to do so, executed the foregoing Lease Subordination, Nondisturbance and Attornment Agreement for the purposes therein contained by signing the name of the company himself as Chief Executive Officer.

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

 Notary Public

My Commission Expires: _____

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EXHIBIT A

Legal Description of Property

Parcel 1:

The North 90 Feet of Lot 1 and that part of the North 90 feet of Lot 2 in Subdivision (by Chicago Hydraulic Company) of Lots 1 and 2 in Block 118 of School Section Addition to Chicago, Cook County, Illinois, in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, which lies East of a line extending South from a point on the North line of said Lot 2 which is 15.24 feet West from the NorthEast corner thereof to a point on the South line of said Lot 2 which is 14.90 feet West from the SouthEast corner thereof;

Parcel 2:

Also Lot 3 and that part of Lot 2 in Subdivision (by Chicago Hydraulic Company) of Lots 1 and 2 in Block 118 in School Section Addition to Chicago, Cook County, Illinois, in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, which lies West of a line extending South from a point on the North line of said Lot 2 which is 15.24 feet West from the NorthEast corner thereof to a point on the South line of said Lot 2 which is 14.90 feet West from the SouthEast corner thereof, excepting from the aforementioned part of Lot 2 that portion of said part lying South of the North 90 feet of Lot 2 and falling within the East 15 feet of Lot 2.

Parcel 3:

Together with Lot 1 (except the South 2 feet thereof) in Major's Subdivision of Sub-Lots 4,5,6, and 8 and the West 15 feet of Lot 9 (excepting therefrom that part of said Lots 6 and 8 taken for LaSalle Street) in the Subdivision of Lots 1 and 2 in Block 188 in School Section Addition to Chicago, Cook County, Illinois, in Section 16, Township 39 North, Range 14, East of Third Principal Meridian, in Cook County, Illinois.

For informational purposes only, the property is commonly known as:

11 South LaSalle Street, Chicago, Illinois

Permanent Tax Index Number 17-16-204-001-0000 and 17-16-204-003-0000