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Doc#: 0734033185 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/06/2007 02:30 PM Pg: 1 of 11

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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

Property of Cook County Clerk's Office

112

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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FORM SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

LEASE SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

This Lease Subordination, Nondisturbance and Attornment Agreement (this "**Agreement**"), made as of the ⁸ ~~5th~~ day of ^{August} ~~July~~, 2007, by and between A. Fredrick Chapekis, Chartered ("**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 ("**Lessor**") dated ^{August} ~~July~~ [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 (the "**Lease**") dated 8/16/2001 by which Lessee leased from Lessor certain premises commonly known as 11 South LaSalle Street, Suite 1000 (the "**Leased Premises**"), and constituting a portion of the Property.

C. Lessee desires to be able to obtain the advantages of the Lease and occupancy there under in the event of foreclosure of the Mortgage and Lender wishes to have Lessee confirm the priority of the Mortgage over the Lease.

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

1. Lessee hereby covenants and agrees that all its rights and interests whatsoever under the Lease in the Leased 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, to all advances made or to be made there under or under the Note, and to any increases, renewals, extensions, modifications, substitutions, consolidations or replacements thereof or of the Note.

2. So long as Lessee is not in default (beyond any 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 Leased Premises during the term of the Lease, or any extension or renewal thereof, or in the enjoyment of Lessee's rights under the Lease.

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

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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);

(c) Lender or Purchaser shall not be subject to any offsets or defenses which Lessee might have against any prior lessor (including Lessor);

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

(e) Lender or Purchaser shall not be bound by any agreement or modification of the Lease made without Lender's or Purchaser's written consent;

(f) Lender or Purchaser shall not be bound to commence or complete any construction or to make any contribution toward construction or installation of any improvements upon the Leased Premises or the Property required under the Lease or any expansion or rehabilitation of existing improvements thereon, or for the payment of any tenant allowance or incentive, or for restoration of improvements following any casualty not required to be insured under the Lease or for the costs of any restorations in excess of any proceeds recovered under any insurance required to be carried under the Lease; and

(g) Lender or Purchaser shall not be bound by any radius restriction or other restriction on competition beyond the Property.

Lessee expressly acknowledges and agrees that a default by Lessee under the Lease (beyond any period given Lessee in the Lease to cure such default), (i) shall terminate Lender's nondisturbance obligation, and (ii) shall not terminate Lessee's attornment obligation or any other agreements by Lessee set forth herein; provided, however, at Purchaser's sole option, Purchaser may elect to reject Lessee's attornment by written notice to Lessee delivered within thirty (30) days following acquisition of the interest of Lessor. If Purchaser accepts such attornment, Purchaser shall be entitled to exercise any or all of Purchaser's rights and remedies under the Lease and/or at law or in equity by reason of default by Lessee under the Lease (beyond any period given Lessee in the Lease to cure such default).

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4. Lessee certifies to Lender that the Lease is presently in full force and effect with no defaults there under by Lessor or by Lessee and unmodified except as indicated hereinabove; that the term thereof has commenced and the full rental is now accruing there under; that Lessee has accepted possession of the Leased Premises and that any improvements required by the terms of the Lease to be made by Lessor have been completed to the satisfaction of Lessee; that any tenant allowances or other payments to be made by Lessor to Lessee have been made; that no rent under the Lease has been paid more than thirty (30) days in advance of its due date; that the address for notices to be sent to Lessee is as set forth in the Lease; and that Lessee has no charge, lien, claim or offset under the Lease or otherwise, against rents or other charges due or to become due there under.

5. Lessee agrees with Lender that from and after the date hereof, Lessee will not enter into any agreement amending the Lease without Lender's prior written consent and that Lessee will not terminate or seek to terminate the Lease by reason of any act or omission of the Lessor there under until Lessee shall have given written notice, by certified mail, return receipt requested, of said act or omission to Lender, which notice shall be addressed to Lender c/o KBS Capital Advisors LLC, 620 Newport Center Drive, Suite 1300, Newport Beach, California 92660, Attention: James Chiboucas, with a copy to: Morgan, Lewis & Bockius LLP, 5 Park Plaza, Suite 1750, Irvine, California 92614, Attention: Bruce Fischer, and until a reasonable period of time shall have elapsed following the giving of such notices, during which period Lender shall have the right, but shall not be obligated, to remedy such act or omission.

6. Lessee covenants that Lessee will not subordinate the Lease to any other mortgage or deed of trust without Lender's prior written consent.

7. Lessor, by Lessor's execution of this Agreement, does hereby authorize 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 right under the Mortgage to receive all rent and additional rent payments due under the Lease.

8. This Agreement shall inure to the benefit of and shall be binding upon Lessee and Lender, and their respective heirs, personal representatives, 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.

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WITNESSES (2)

[Handwritten Signature]

LESSEE: A. Fredrick Chapekis, Chartered

By A F Chapekis
Its

Norma A. Damian

WITNESSES (2)

[Insert Applicable Signature Block]

Consented to:

WITNESSES (2)

LESSOR: [_____]

By _____
Its

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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

Property of Cook County Clerk's Office

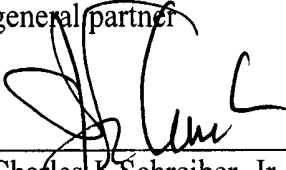
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KBS DEBT HOLDINGS, LLC,
a Delaware limited liability company

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

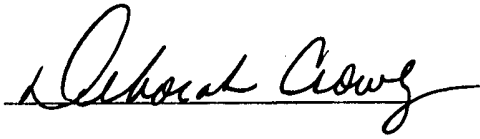
By: KBS REAL ESTATE INVESTMENT TRUST, INC.,
a Maryland corporation,
its sole general partner

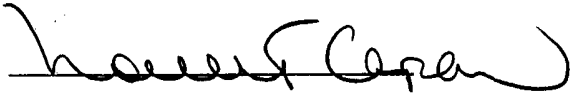
By:



Charles J. Schreiber, Jr.
Chief Executive Officer

WITNESSES (2)





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STATE OF 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

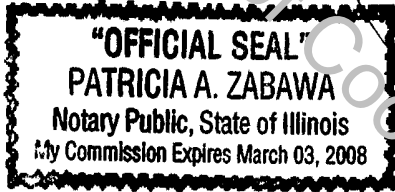
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ACKNOWLEDGEMENTS

STATE OF)
) ss.
COUNTY OF)

On this, the 11th day of October 2007, before me, the undersigned party, personally appeared A. Fredrick Chapakis who acknowledged himself/herself to be the President of A. Fredrick Chapakis, Ctrd. an IL Corp., and that he/she as such President 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 Corporation by himself/herself as President.

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



Patricia A. Zabawa
Notary Public
My Commission Expires: 3-3-08

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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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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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 118 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