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Cook County Recorder of Deeds
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[Recording Cover Sheet]

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT

Made as of May 7, 2008 by and among:

AXA Equitable Life Insurance Company ("Lender"),

TR 120 S. LaSalle Corp. ("Landlord"), and

The PrivateBank and Trust Company ("Tenant")

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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT is made as of this 7 day of May, 2008 by and among **AXA EQUITABLE LIFE INSURANCE COMPANY**, a New York corporation having an office and place of business at 1290 Avenue of the Americas, New York, NY 10104 ("Lender"), **TR 120 S. LASALLE CORP.**, a Delaware corporation, with an address of 120 North LaSalle Street, Suite 1750, Chicago, Illinois 60602 ("Landlord"), and **THE PRIVATEBANK AND TRUST COMPANY**, an Illinois chartered bank, having an office at 70 West Madison, Suite 200, Chicago, Illinois 60602 ("Tenant").

WITNESSETH

WHEREAS, Tenant has entered into a certain lease (the "Lease") dated April 25 2008 with Landlord covering premises (the "Premises") within a certain building known as 120 S. LaSalle Street, located in Chicago, Illinois (the "Property"), which property is more particularly described on Attachment A attached hereto and made a part hereof (a conformed copy of said Lease has been delivered to Lender),

WHEREAS, AXA Equitable Life Insurance Company, a New York corporation ("AELAS"), has made a certain loan (the "Loan") to Landlord, which Loan is secured by the mortgage (the "Mortgage") more particularly described in Attachment B annexed hereto and affecting the Property; and

WHEREAS, in connection with the Mortgage the Lease is assigned by Landlord to Lender pursuant to an Assignment of Leases and Rents, dated September 14, 2006, and recorded in the Office of the Recorder of Deeds of Cook County as Document No. 0625710111; and

WHEREAS, Lender has been requested by Tenant and by Owner to enter into a non-disturbance agreement with Tenant; and

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, the parties hereto, intending to be legally bound, mutually covenant and agree as follows:

1. The Lease and any extensions, renewals, replacements or modifications thereof, and all of the right, title and interest of Tenant thereunder in and to the Premises are and shall be subject and subordinate to the Mortgages and to all of the terms and conditions contained therein, and to any renewals, modifications, replacements, consolidations and extensions thereof.

2. Lender consents to the Lease and, in the event Lender comes into possession of, or acquires title to, or otherwise controls the Premises as a result of the foreclosure or other enforcement of the Mortgages or the notes secured by the Mortgages, or as a result of any other means, Lender agrees that, so long as Lease is still in effect and Tenant is not in default in performance or observance of any terms, covenants, provisions or conditions of the Lease on Tenant's part to be performed or observed beyond the expiration of any applicable notice and/or

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cure period, Lender will recognize Tenant and will not disturb Tenant in its possession of the Premises for any reason.

3. Tenant agrees with Lender that if the interests of Landlord in the Premises shall be transferred to and owned by Lender by reason of foreclosure or other proceedings brought by it, or any other manner, or shall be conveyed thereafter by Lender or shall be conveyed pursuant to a foreclosure sale of the Premises, Tenant shall be bound to Lender under all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining and any extensions or renewals thereof which may be effected in accordance with any option therefore in the Lease, with the same force and effect as if Lender were the landlord under the Lease, and Tenant does hereby attorn to Lender as its landlord, said attornment to be effective and self-operative without the execution of any further instruments on the part of any of the parties hereto immediately upon Lender succeeding to the interest of Landlord in the Premises. Tenant agrees, however, upon the election of and written demand by Lender within thirty (30) days after Lender receives title to the Premises, to execute a commercially reasonable instrument in confirmation of the foregoing provisions, satisfactory to Lender, in which Tenant shall acknowledge such attornment and shall set forth the terms and conditions of its tenancy.

4. Tenant agrees with Lender that if Lender shall succeed to the interest of Landlord under the Lease, Lender shall not be (a) liable for any action or omission of any prior landlord under the Lease (except that if such act or omission continues beyond the date Lender succeeds to the interest of Landlord under the Lease and Tenant has given notice to Lender of the same in accordance with the terms hereof, Lender shall be obligated to cure such default by Landlord to the extent curable by Lender), or (b) subject to any offsets or defenses which Tenant might have against any prior landlord, or (c) bound by any rent or additional rent which Tenant might have paid for more than the current month to any prior landlord, or (d) bound by any security deposit which Tenant may have paid to any prior Landlord, unless such deposit is in an escrow fund available to Lender, or (e) bound by an amendment or modification of the Lease made without Lender's written consent, or (f) bound by any provision in the Lease which obligates the Landlord to erect or complete any building or to perform any construction work or to make any improvements to the Premises or to expand or rehabilitate any existing improvements, or (g) personally liable under the Lease and Lender's liability under the Lease shall be limited to the interest of Lender in the Building (as defined in the Lease). Lender acknowledges that clause (f) above shall not apply to the obligation of Landlord to pay the Landlord's Maximum Contribution (as defined in the Workletter attached to the Lease). Tenant further agrees with Lender that Tenant will not voluntarily subordinate the Lease to any lien or encumbrance without Lender's written consent.

5. In the event that Landlord shall default in the performance or observance of any of the terms, conditions or agreements in the Lease, Tenant shall give written notice thereof to Lender and Lender shall have the right (but not the obligation) to cure such default within the time frame permitted Landlord in the Lease. Tenant shall not take any action with respect to such default under the Lease, including, without limitation, any action in order to terminate, rescind or void the Lease or to withhold any rental thereunder unless and until such cure period has expired and such default remains uncured.

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6. Landlord has agreed in the mortgages that the rentals payable under the Lease shall be paid directly by Tenant to Lender upon the occurrence of a default by Landlord under the Mortgages. Accordingly, after notice is given by Lender to Tenant that the rentals under the Lease should be paid to Lender, Tenant shall pay to Lender, or in accordance with the directions of Lender, all rentals and other moneys due and to become due to Landlord under the Lease, or amounts equal thereto. Tenant shall have no responsibility to ascertain whether such demand by Lender is permitted under the Mortgages. Landlord hereby waives any right, claim or demand it may now or hereafter have against Tenant by reason of such payment to Lender and any such payment to Lender shall discharge the obligations of Tenant to make such payment to Landlord.

7. Tenant declares, agrees and acknowledges that:

(a) Lender, in making disbursements pursuant to any agreement relating to the Loan, is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds, and any application or use of such proceeds for purposes other than those provided for in such agreement shall not defeat the subordination herein made in whole or in part; and

(b) It intentionally and unconditionally waives, relinquishes and subordinates the Lease and its leasehold interest thereunder in favor of the lien or charge of the Mortgages, and that in consideration of this waiver, relinquishment and subordination, specific loans and advances are being, and will be made by Lender to Landlord and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into by Landlord and Lender which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination.

8. This Agreement shall bind and inure to the benefit of the parties hereto, their successors and assigns. As used herein the term "Tenant" shall include Tenant, its successors and assigns; the words "foreclosure" and "foreclosure sale" as used herein shall be deemed to include the acquisition of Landlord's estate in the Premises by voluntary deed (or assignment) in lieu of foreclosure; and the word "Lender" shall include the Lender herein specifically named and any of its successors, participants and assigns, including anyone who shall have succeeded to Landlord's interest in the Premises by, through or under foreclosure of the Mortgage.

9. All notices, consents and other communications pursuant to the provisions of this Agreement shall be in writing and shall be sent by personal delivery or by a reputable commercial overnight carrier that provides a receipt, such as Federal Express or Airborne, and shall be deemed given when received or refused by the addressee and addressed as follows:

If to Lender:

AXA Equitable Life Insurance Company
1290 Avenue of the Americas
New York, New York 10104
Attn: Real Estate Legal Department

With a copy to:

Quadrant Real Estate Advisors LLC
12735 Morris Road, Suite 100

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Alpharetta, GA 30004
Attn: AXA Equitable Asset Management

With a copy to:

Capmark Services, Inc.
Three Ravinia Drive, Suite 200
Atlanta, Georgia 30346
Attn: Shared Services Asset Management - AELAS #16-693

If to Tenant:

Prior to the Commencement Date:

The PrivateBank and Trust Company
70 W. Madison, Suite 200
Chicago, IL 60602
Attention: Brant Ahrens

With copies to:

The PrivateBank and Trust Company
70 W. Madison, Suite 200
Chicago, IL 60602
Attention: Christopher Zinski, Esq.

Vedder Price P.C.
222 N. LaSalle Street, Suite 2500
Chicago, Illinois 60601
Attention: William Lewis

From and after the Commencement Date:

The PrivateBank and Trust Company
Suite _____
120 South LaSalle Street
Chicago, Illinois 60603

The PrivateBank and Trust Company
120 S. LaSalle Street
Chicago, IL 60603
Attention: Brant Ahrens

With copies to:

The PrivateBank and Trust Company
120 S. LaSalle Street
Chicago, IL 60603
Attention: Christopher Zinski, Esq.

Vedder Price P.C.
222 N. LaSalle Street, Suite 2500
Chicago, Illinois 60601
Attention: William Lewis

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If to Landlord: TR 120 S. LASALLE CORP.
c/o Lincoln Property Company
120 North LaSalle Street, Suite 1750
Chicago, Illinois 60602
Attention: Jenifer A. Ratcliffe

With a copy to: Holland & Knight LLP
131 South Dearborn Street, 30th Floor
Chicago, Illinois 60603
Attention: James T. Mayer

or to such other address as shall from time to time have been designated by written notice by such party to the other parties as herein provided.

10. This Agreement shall be the whole and only agreement between the parties hereto with regard to the subordination of the Lease and the leasehold interest of Tenant thereunder to the lien or charge of the Mortgages in favor of Lender, and shall supersede and control any prior agreements as to such, or any subordination, including, but not limited to, those provisions, if any, contained in the Lease, which provide for the subordination of the Lease and the leasehold interest of Tenant thereunder to a deed or deeds of trust or to a mortgage or mortgages to be thereafter executed, and shall not be modified or amended and no provision herein shall be waived except in writing by the party against whom enforcement of any such modification or amendment is sought.

The use of the neuter gender in this Agreement shall be deemed to include any other gender, and words in the singular number shall be held to include the plural, when the sense requires. In the event any one or more of the provisions of 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 provision 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 in accordance with the laws of the State of Illinois.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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IN WITNESS WHEREOF the parties hereto have placed their hands and seals the day and year first above written.

TENANT:

THE PRIVATEBANK AND TRUST COMPANY

By: C. Brant Ahrens
Typed Name: C Brant Ahrens
Title: Managing Director

LANDLORD:

TR 120 S. LASALLE CORP.

By: Jennifer Katchur
Typed Name: Jennifer Katchur
Title: President

LENDER:

AXA EQUITABLE LIFE INSURANCE COMPANY

By: _____
Typed Name:
Title: Investment Officer

[SIGNATURE PAGE TO SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT]

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IN WITNESS WHEREOF the parties hereto have placed their hands and seals the day and year first above written.

TENANT:

THE PRIVATEBANK AND TRUST COMPANY

By: _____

Typed Name:

Title:

LANDLORD:

TR 120 S. LASALLE CORP.

By: _____

Typed Name:

Title:

LENDER:

AXA EQUITABLE LIFE INSURANCE COMPANY

By: Cathie He

Typed Name: Cathie He

Title: Investment Officer

[SIGNATURE PAGE TO SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT]

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UNIFORM FORM CERTIFICATE OF ACKNOWLEDGMENT

(Within New York State)

State of New York)
):ss
County of _____)

On the _____ day of _____, in the year _____, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(Signature and Office of individual taking acknowledgment)

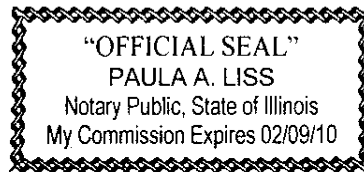
UNIFORM FORM CERTIFICATE OF ACKNOWLEDGMENT

(Outside of New York State)

~~State, District of Columbia, Territory,~~
~~Possession or Foreign Country~~
Cook County, IL):ss.:

On the 21st day of April in the year 2008, before me, the undersigned, personally appeared C. Brant Ahrens, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the Cook County, IL (Insert the city or other political subdivision and the state or country or other place the acknowledgment was taken.)

Paula A. Liss
(Signature and Office of individual taking acknowledgment)



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UNIFORM FORM CERTIFICATE OF ACKNOWLEDGMENT

(Within New York State)

State of New York)
):ss.:
County of _____)

On the _____ day of _____, in the year _____, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(Signature and Office of individual taking acknowledgment)

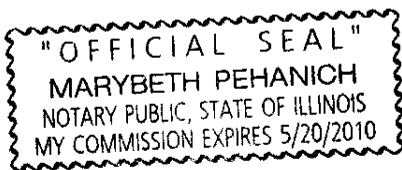
UNIFORM FORM CERTIFICATE OF ACKNOWLEDGMENT

(Outside of New York State)

State, District of Columbia, Territory,
Possession or Foreign Country
_____)ss.:

On the 7th day of May in the year 2008, before me, the undersigned, personally appeared Ratcliffe, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the Chicago, IL (Insert the city or other political subdivision and the state or country or other place the acknowledgment was taken.)

Marybeth Pehanich, NOTARY
(Signature and Office of individual taking acknowledgment)



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UNIFORM FORM CERTIFICATE OF ACKNOWLEDGMENT

(Within New York State)

State of New York)
):ss.:
County of _____)

On the _____ day of _____, in the year _____, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(Signature and Office of individual taking acknowledgment)

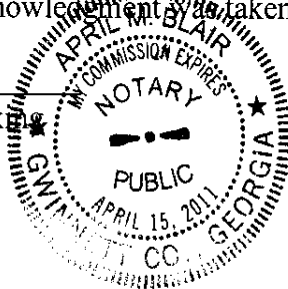
UNIFORM FORM CERTIFICATE OF ACKNOWLEDGMENT

(Outside of New York State)

State of Georgia)
):ss.:
County of DeKalb)

On the 28 day of April in the year 2008, before me, the undersigned, personally appeared Cathie Hoban, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the Atlanta, GA (Insert the city or other political subdivision and the state or country or other place the acknowledgment was taken.)

April M Blair
(Signature and Office of individual taking acknowledgment)



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EXHIBIT A

Legal Description

THE EAST 1/2 OF LOT 2, ALL OF LOT 3 AND THAT PART OF LOT 4 LYING WEST OF THE WEST LINE OF LASALLE STREET (EXCEPT THE SOUTH 10 FEET OF SAID LOTS TAKEN FOR ALLEY) IN BLOCK 96 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Pin# 17-16-210-007-0000

Commonly known as "120 S. LaSalle Street, Chicago, Illinois 60603"

Property of Cook County Clerk's Office