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Cook County Recorder of Deeds
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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

BY AND BETWEEN

U.S. BANK NATIONAL BANKING ASSOCIATION,

METRO COMMONS, LLC

AND

PANDA EXPRESS, INC.

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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT, made and entered into as of the 31 day of July, 2008, by and between U. S. BANK NATIONAL ASSOCIATION, a national banking association ("Lender"), METRO COMMONS, L.L.C., an Illinois limited liability company ("Lessor"), and Panda Express, Inc. ("Lessee").

WITNESSETH:

WHEREAS, by Lease by and between Lessor and Lessee, dated March 27, 2008 ("Lease"), Lessee leased from Lessor approximately 2,200 square feet of space ("Premises") within Hillside Town Shopping Center, located upon the land situated in the City of Hillside, County of Cook and State of Illinois, as more particularly described on Exhibit A attached hereto and hereby made a part hereof; and

WHEREAS, the Premises have been mortgaged to Lender under a Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (the "Mortgage"), dated June 10 2008, filed for record on the 11 day of June, 2008, in the office of the Recorder in and for Cook County, Illinois and recorded as security for loans from Lender to Lessor and Lessor's affiliate (collectively, the "Loan") in the aggregate original principal amount of \$47,440,000, the proceeds of which may be used to pay certain of the costs of constructing the Premises; and

WHEREAS, Lender has required the execution of this Agreement as a condition to making said Loan; and

WHEREAS, Lender, Lessor and Lessee have agreed to the following, with respect to their mutual rights and obligations pursuant to and under the Lease and the Mortgage.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the making of the Loan by Lender to Lessor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby covenant and agree as follows, as of the date hereof:

1. The Lease shall be subject and subordinate in all respects to the lien and terms of the Mortgage, to any and all advances to be made thereunder and to all renewals, modifications, consolidations, replacements and extensions thereof.
2. Lender does hereby agree that the rights of Lessee under the Lease shall remain in full force and effect, and its possession of the Premises thereunder shall remain undisturbed by Lender during the term of the Lease, and during any renewal or extension thereof in accordance with its terms; provided Lessee shall have performed and shall continue to perform all of the covenants and conditions of the Lease to be performed by Lessee and shall not be in default thereunder.
3. After the receipt by Lessee of notice from Lender of completion of a foreclosure under the Mortgage or that Lender has received a conveyance of the Premises in lieu of foreclosure, Lessee will attorn to and recognize Lender, its successors and assigns, or any

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purchaser at the foreclosure sale, as its substitute lessor under the Lease, and, having thus attained, Lessee's possession shall not thereafter be disturbed by Lender during the term of the Lease, and during any renewal or extension thereof in accordance with its terms; providing, and as long as, Lessee shall continue to pay the rental provided under the Lease in the manner provided therein and otherwise to observe and perform the covenants, terms and conditions of the Lease to be observed and performed by Lessee thereunder in all respects. The parties shall execute and deliver, upon request, appropriate agreements of attornment and recognition, but this Agreement shall be deemed to be self-operative, and no such separate agreements shall be required to effectuate the foregoing attornment and recognition. Any such attornment and recognition of a substitute lessor shall be upon all of the terms, covenants, conditions and agreements as are set forth in the Lease..

4. In the event that Lender or any other person, party or entity becomes the owner of the Premises ("New Owner") as a result of a foreclosure sale under the Mortgage or a conveyance in lieu of foreclosure, Lessee shall have no claim against the New Owner resulting from, and the New Owner shall not be liable for, any act, omission and/or breach of the Lease by any prior or subsequent landlord under the Lease, including but not limited to Lessor; provided, however, that any New Owner shall be liable and responsible for the performance of all covenants and obligations of Lessor under the Lease accruing from and after the date that it takes title to the Premises. In addition, the New Owner shall not be (a) bound by any rent or additional rent that Lessee might have paid for more than one (1) month in advance to any prior lessor (including Lessor), except for any overpayment of prepaid escalation costs; or (b) liable for the return of any security deposit to the extent not received by New Owner. Upon any sale or other transfer by a New Owner of its interest in the Premises after acquiring title to the same, said New Owner shall thereupon automatically be released and discharged from all liability thereafter accruing under the Lease.

5. Lessee shall not prepay any of the rents or income due from the Premises for more than one (1) month in advance, except with the written consent of Lender, except for any overpayment of prepaid escalation costs.

6. Lessee agrees not to terminate the Lease by reason of any default of Lessor without prior written notice thereof to Lender and the lapse thereafter of such time as under the Lease was granted to Lessor in which to remedy the default.

7. After notice is given to Lessee, pursuant to the Mortgage, that the rentals under the Lease should be paid to Lender, Lessee shall pay to Lender all rentals and other monies due and to become due to Lessor under the Lease, and Lessor hereby expressly authorizes Lessee to make such payments to Lender and hereby releases and discharges Lessee of and from any liability to Lessor on account of such payments.

8. In the event that Lender shall acquire title to the Premises, Lender shall have no obligation, nor incur any liability, beyond Lender's then interest, if any, in the Premises, and Lessee shall look exclusively to such interest of Lender, if any, in the Premises for the payment and discharge or any obligations or liability imposed upon Lender hereunder, or under the Lease.

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9. Except as stated in the Lease, neither Lessor nor Lessee shall permit the Lease to become subordinate to the lien of any mortgage or security instrument, other than the Mortgage.

10. Lessee hereby represents, warrants and certifies to Lender as follows: (a) the Lease is in full force and effect and has not been modified, amended or terminated; and (b) to the best of its knowledge, Lessor is not in default under the Lease.

11. Each party hereto shall be entitled to specific performance of the covenants, agreements and rights contained in this Agreement. It is the express intent of all parties hereto that all remedies provided at law or in equity, including the right to specific performance as herein provided, shall be cumulative.

12. This Agreement may not be amended or modified in any manner other than by an agreement in writing signed by all of the parties hereto.

13. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns, including any purchaser of the Premises at a foreclosure sale.

14. All notices, demands or documents which are required or permitted to be given or served hereunder shall be in writing, and shall be deemed given or served when sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Lender: U. S. BANK NATIONAL ASSOCIATION
209 South La Salle St. Suite 410
Chicago, Illinois 60604
Attention: Emad Murrar

If to Lessor: Metro Commons, L.L.C.
1141 E. Main Street, Suite 100
East Dundee, Illinois 60118
Attention: _____

If to Lessee: Panda Express, Inc.
1683 Walnut Grove Avenue
Rosemead, CA 91770
Attention: Legal Department

Each party hereto may change its above-stated address from time to time by serving written notice of the change upon the other parties hereto as above provided at least ten (10) days prior to the effective date of said change.

15. This Agreement and the Lease shall be governed by and construed and interpreted in accordance with the laws of the State of Illinois.

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16. Lessee has executed this Agreement for the purpose of inducing Lender to make the Loan and realizes that Lender will rely upon this Agreement in making the Loan.

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IN WITNESS WHEREOF, This Agreement has been duly executed as of the day and year first above written.


LENDER:
U. S. BANK NATIONAL ASSOCIATION,
a national banking association

By 
Its VICE PRESIDENT

LESSOR
METRO COMMONS, L.L.C., an Illinois
limited liability company

By 
Daniel L. Shepard, Executive Vice President

TENANT
PANDA EXPRESS, INC.

By 
Its CO-CHAIRPERSON
PEGGY CHENG

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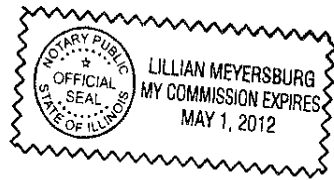
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Lender Acknowledgment:

STATE OF Illinois
COUNTY OF Cook ^{SS.}

The foregoing was acknowledged before me this 24th ^{July} day of June, 2008, by Enad Kumar, the VP of U. S. BANK NATIONAL ASSOCIATION, a national banking association under the laws of the United States of America, on behalf of said national banking association.

Lillian Meyersburg
Notary Public



Lessor Acknowledgment:

STATE OF Illinois
COUNTY OF Cook ^{SS.}

The foregoing was acknowledged before me this 24th ^{July} day of June, 2008, by Daniel L. Shepard, the Executive Vice President of METRO COMMONS, L.L.C., a limited liability company under the laws of the State of Illinois, on behalf of the limited liability company.

Lillian Meyersburg
Notary Public



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EXHIBIT A

Lots 2 through 10 in Metro Commons, being a subdivision of part of Southeast $\frac{1}{4}$ of Section 17, Township 39 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois.

PIN: 15-17-404-045

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