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Cook County Recorder of Deeds  
Date: 04/08/2009 11:43 AM Pg: 1 of 11

RECORDING COVER PAGE  
FOR SUBORDINATION, NON-DISTURBANCE  
AND ATTORNMENT AGREEMENT

WHEN RECORDED MAIL TO:  
COMMERCIAL TITLE GROUP  
8605 WESTWOOD CENTER DR.  
SUITE 200  
VIENNA, VA 22132  
CASE # 13353

Box 400-CTCC

29006830-1 KRL CTI 4th

Property of Cook County Clerk's Office

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## SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

Recorded at the Request of ~~and After Recording Return to:~~

William F. Timmons, Esq.  
McKenna Long & Aldridge LLP  
303 Peachtree Street, Suite 5300  
Atlanta, Georgia 30308

SUBORDINATION, NON-DISTURBANCE  
AND ATTORNMENT AGREEMENT

Grantor #1 (Landlord): TARANTULA VENTURES LLC, a Delaware limited liability company

Grantor #2 (Tenant): DEMAND INDUSTRIES, INC., d/b/a SERVER CENTRAL NETWORK, an Illinois corporation

Grantee (Lender): KEYBANK NATIONAL ASSOCIATION, AS AGENT

Abbreviated Legal Description:

Official Legal Description on Exhibit A

Assessor's Tax Parcel ID No.: 08-34-402-058-0000

29006830-1 KRL CTI 4th

RETURN TO:  
COMMERCIAL TITLE GROUP 20  
8605 WESTWOOD CENTER DR., SUITE 404  
VIENNA, VA 22182  
CASE NO. 13353

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## SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT (the "Agreement") is made as of the 20<sup>TH</sup> day of FEBRUARY, 2009 by and between:

KEYBANK NATIONAL ASSOCIATION,  
a national banking association, as Agent  
having an address at  
127 Public Square  
Cleveland, Ohio 44114  
Attn: Real Estate Capital Services

("Lender"),

and

DEMAND INDUSTRIES, INC., d/b/a SERVER CENTRAL NETWORK,  
an Illinois corporation  
having an address at  
209 W. Jackson Boulevard, Suite 700  
Chicago, Illinois 60606  
Attention: Legal Department

("Tenant").

### RECITALS:

- A. Tenant is the holder of a leasehold estate in a portion of those certain premises located in the County of Cook, Village of Elk Grove, State of Illinois, and more particularly described on Exhibit A attached hereto and made a part hereof (the "Property") under and pursuant to the provisions of a certain lease dated November 5, 2008 between Tarantula Ventures LLC, a Delaware limited liability company ("Landlord"), as landlord, and Tenant, as tenant (the "Lease"); and
- B. Landlord is the owner in fee simple of the Property and the landlord under the Lease; and
- C. Lender is the agent for lenders which have made a loan to Grizzly Ventures LLC, a Delaware limited liability company ("Borrower"), as borrower, an affiliate of Landlord, having its principal place of business at 1212 New York Avenue, N.W., Suite 900, Washington, D.C. 20005, evidenced or to be evidenced by a promissory note or notes made by Borrower to the order of such lenders (collectively, the "Note") and secured or to be secured by that certain Construction Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of December 20, 2007 (as modified, amended or restated from time to time, the "Security Instrument") granted by Landlord to or for the benefit of Lender and encumbering the Property; and
- D. 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.

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## AGREEMENT:

For good and valuable consideration, Tenant and Lender agree as follows:

1. **SUBORDINATION.** The Lease and all of the terms, covenants and provisions thereof and all rights, remedies and options of Tenant thereunder are and shall at all times continue to be subject and subordinate in all respects to the terms, covenants and provisions of the Security Instrument and to the lien thereof, including without limitation, all renewals, increases, modifications, spreaders, consolidations, replacements and extensions thereof and to all sums secured thereby and advances made thereunder with the same force and effect as if the Security Instrument had been executed, delivered and recorded prior to the execution and delivery of the Lease.
2. **NON-DISTURBANCE.** If any action or proceeding is commenced by Lender for the foreclosure of the Security Instrument or the sale of the Property, Tenant shall not be named as a party therein unless such joinder shall be required by law, provided, however, such joinder shall not result in the termination of the Lease or disturb the Tenant's possession or use of the premises demised thereunder, and the sale of the Property in any such action or proceeding and the exercise by Lender of any of its other rights under the Note or the Security Instrument shall be made subject to all rights of Tenant under the Lease, provided that at the time of the commencement of any such action or proceeding or at the time of any such sale or exercise of any such other rights Tenant shall not be in default under any of the terms, covenants or conditions of the Lease or of this Agreement on Tenant's part to be observed or performed beyond any applicable notice or grace period.
3. **ATTORNMEN.** If Lender or any other subsequent purchaser of the Property shall become the owner of the Property by reason of the foreclosure of the Security Instrument or the acceptance of a deed or assignment in lieu of foreclosure or by reason of any other enforcement of the Security Instrument (Lender or such other purchaser being hereinafter referred as "Purchaser"), and the conditions set forth in Section 2 above have been met at the time Purchaser becomes owner of the Property, the Lease shall not be terminated or affected thereby but shall continue in full force and effect as a direct lease between Purchaser and Tenant upon all of the terms, covenants and conditions set forth in the Lease and in that event, Tenant agrees to attorn to Purchaser and Purchaser by virtue of such acquisition of the Property shall be deemed to have agreed to accept such attornment, whereupon, subject to the observance and performance by Tenant of all the terms, covenants and conditions of the Lease on the part of Tenant to be observed and performed, Purchaser shall recognize the leasehold estate of Tenant under all of the terms, covenants and conditions of the Lease for the remaining balance of the term with the same force and effect as if Purchaser were the lessor under the Lease subject to the terms of Section 4 of this Agreement; provided, however, that Purchaser shall not be:
  - (a) liable for the failure of any prior landlord (any such prior landlord, including Landlord and any successor landlord, being hereinafter referred to as a "Prior Landlord") to perform any of its obligations under the Lease which have accrued prior to the date on which Purchaser shall become the owner of the Property, provided that the foregoing shall not limit Purchaser's obligations under the Lease to correct any conditions that (i) existed as of the date Purchaser shall become the owner of the Property and (ii) violate Purchaser's obligations as landlord under the Lease; provided further, however, that Purchaser shall have received written notice of such omissions, conditions or violations and has had a reasonable opportunity to cure the same, all pursuant to the terms and conditions of the Lease;
  - (b) subject to any offsets, defenses, abatement or counterclaims which shall have accrued in favor of Tenant against any Prior Landlord prior to the date upon which Purchaser shall become the owner of the Property;

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- (c) liable for damages for any breach, act or omission of any Prior Landlord;
- (d) liable for the return of rental security deposits, if any, paid by Tenant to any Prior Landlord in accordance with the Lease unless such sums are actually received by Purchaser;
- (e) bound by any payment of rents, additional rents, management fees or other sums which Tenant may have paid more than one (1) month in advance to any Prior Landlord unless (i) such sums are actually received by Purchaser or (ii) such prepayment shall have been expressly approved of by Purchaser;
- (f) bound by any agreement terminating or amending or modifying the rent, term, commencement date or other material term of the Lease, or any voluntary surrender of the premises demised under the Lease, made without Lender's or Purchaser's prior written consent prior to the time Purchaser succeeded to Landlord's interest;
- (g) responsible for the making of repairs in or to the Property in the case of damage or destruction to the Property or any part thereof due to fire or other casualty or by reason of condemnation unless Purchaser is obligated under the Lease to make such repairs and Purchaser receives insurance proceeds or condemnation awards sufficient to finance the completion of such repairs;
- (h) bound by any obligation which may appear in the Lease to perform any improvement work to the Property; or
- (i) bound by any obligation which may appear in the Lease to pay any sum of money to Tenant.

In the event that any liability of Purchaser does arise pursuant to this Agreement, such liability shall be limited and restricted to Purchaser's interest in the Property and shall in no event exceed such interest.

4. **NOTICE TO TENANT.** After notice is given to Tenant by Lender that the Landlord is in default under the Note and the Security Instrument and that the rentals under the Lease should be paid to Lender pursuant to the terms of the assignment of leases and rents executed and delivered by Landlord to Lender in connection therewith, Tenant shall thereafter pay to Lender or as directed by the Lender, all rentals and all other monies due or to become due to Landlord under the Lease and Landlord hereby expressly authorizes Tenant to make such payments to Lender and hereby releases and discharges Tenant from any liability to Landlord on account of any such payments.

5. **NOTICE TO LENDER AND RIGHT TO CURE.** Tenant agrees to notify Lender as provided in Section 6 of any default on the part of Landlord under the Lease which would entitle Tenant to cancel or terminate the Lease or to abate or reduce the rent or management fees payable thereunder, and Tenant further agrees that, notwithstanding any provisions of the Lease, no cancellation or termination of the Lease and no abatement or reduction of the rent or management fees payable thereunder (other than as expressly permitted in Part C. of Exhibit F to the Lease or in Section 27 of the Lease) shall be effective unless Lender has received notice of the same and has failed within thirty (30) days after both Lender's receipt of said notice and the time when Lender shall have become entitled under the Security Instrument (as hereinafter defined) to remedy the same, to commence to cure the default which gave rise to the cancellation or termination of the Lease or abatement or reduction of the rent or management fee payable thereunder (other than as expressly permitted in Part C. of Exhibit F to the Lease or in Section 27 of the Lease) and thereafter diligently prosecutes such cure to completion, provided that in the event Lender cannot commence such cure without possession of the Property, no cancellation or

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termination of the Lease and no abatement or reduction of the rent or management fees payable thereunder (other than as expressly permitted in Part C. of Exhibit F to the Lease or in Section 27 of the Lease) shall be effective if Lender commences judicial or non judicial proceedings to obtain possession within such period and thereafter diligently prosecutes such efforts and cure to completion. In addition, if such default is not susceptible of cure by Lender and Lender obtains possession of the Property, such default shall be waived. Notwithstanding the foregoing, Lender shall have no obligation to cure any default by Landlord except as provided in Section 3 in the event Lender shall become the owner of the Property by reason of the foreclosure of the Security Instrument or the acceptance of a deed or assignment in lieu of foreclosure or by reason of any other enforcement of the Security Instrument.

6. NOTICES. Any notice, demand, request or other communication which any party hereto may be required or may desire to give hereunder shall be in writing and shall be deemed to have been properly given (a) if hand delivered, when delivered; (b) if mailed by United States Certified Mail (postage prepaid, return receipt requested), three Business Days after mailing (c) if by Federal Express or other reliable overnight courier service, on the next Business Day after delivered to such courier service or (d) if by telecopier on the day of transmission so long as copy is sent on the same day by overnight courier as set forth below:

If to Tenant:	Demand Industries Inc. 209 W. Jackson Boulevard, Suite 700 Chicago, Illinois 60605 Attention: Legal Department
With a copy to:	Joel Brosk, Esq. Brozosky & Brosk, P.C. 40 Skokie Boulevard, Suite 630 Northbrook, Illinois 60062
If to Lender:	KeyBank National Association, as Agent 127 Public Square Cleveland, Ohio 44114 Attention: Real Estate Capital Services

or addressed as such party may from time to time designate by written notice to the other parties. For purposes of this Section 6, the term "Business Day" shall mean a day on which commercial banks are not authorized or required by law to close in the state where the Property is located. Either party by notice to the other may designate additional or different addresses for subsequent notices or communications.

7. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of Lender, Tenant and Purchaser and their respective successors and assigns.

8. GOVERNING LAW. This Agreement shall be deemed to be a contract entered into pursuant to the laws of the State of Illinois and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Illinois.

9. MISCELLANEOUS. This Agreement may not be modified in any manner or terminated except by an instrument in writing executed by the parties hereto. If any term, covenant or condition of

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this Agreement is held to be invalid, illegal or unenforceable in any respect, this Agreement shall be construed without such provision. 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. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

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

LENDER:

KEYBANK NATIONAL ASSOCIATION, a national banking association as Agent

By: \_\_\_\_\_

Name: John Scott

Its: Vice President

STATE OF OHIO

COUNTY OF Cuyahoga

On MARCH 6, 2009 before me, Sheryl L Nail, Notary Public, personally appeared John Scott, personally known to me 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 capacity as VICE PRESIDENT of KeyBank National Association, a national banking association, as Agent, 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 official seal.

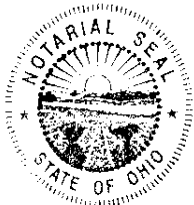
[Notarial Seal]

Notary Public

My commission expires:

7-23-12

[SIGNATURES CONTINUE ON FOLLOWING PAGE]



Sheryl Nail  
Resident Summit County  
Notary Public, State of Ohio  
My Commission Expires: 07/23/12



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TENANT:

DEMAND INDUSTRIES, INC., D/B/A SERVER  
CENTRAL NETWORK, an Illinois corporation

By: 

Name: Jordan Lowe

Its: President

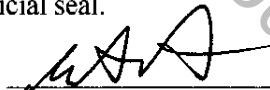
STATE OF ILLINOIS

COUNTY OF COOK

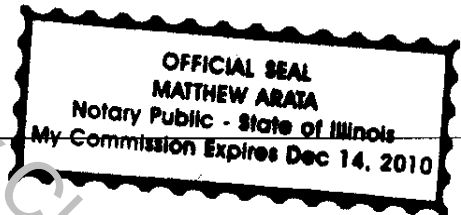
On 2 MARCH, 2009, before me, MATTHEW ARATA, Notary Public,  
personally appeared JORDAN LOWE, personally known to me to be  
the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that  
he/she/they executed the same in his/her/their capacity as \_\_\_\_\_ of Demand Industries,  
Inc., d/b/a Server Central Network, an Illinois corporation 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 official seal.

[Notarial Seal]



Notary Public



My commission expires: \_\_\_\_\_

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

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The undersigned hereby joins in the execution of this Agreement in order to evidence its acceptance of, and agreement to, the provisions of Section 4 hereof.

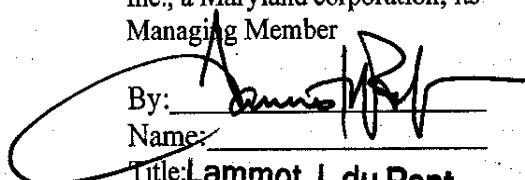
LANDLORD:

TARANTULA VENTURES LLC, a Delaware limited liability company

By: Tarantula Interests LLC, a Delaware limited liability company, its Managing Member

By: Safari Ventures LLC, a Delaware limited liability company, its Managing Member

By: DuPont Fabros Technology, Inc., a Maryland corporation, its Managing Member

By:   
Name: \_\_\_\_\_  
Title: **Lamont J. du Pont**

**Executive Chairman  
DuPont Fabros Technology, Inc.**


~~STATE OF~~ District of Columbia

COUNTY OF \_\_\_\_\_

The forgoing instrument was acknowledged before me this 9 day of March, 2009 by Lamont duPont as the Chairman of DuPont Fabros Technology, Inc., a Maryland corporation, the Managing Member of Safari Ventures LLC, a Delaware limited liability company, the Managing Member of Tarantula Interests LLC, a Delaware limited liability company, the Managing Member of Tarantula Ventures LLC, a Delaware limited liability company.

WITNESS my hand and official seal.

[Notarial Seal]

  
Notary Public

DELPHIA PORTER  
NOTARY PUBLIC, DISTRICT OF COLUMBIA  
My Commission Expires July 14, 2013

My commission expires: 7/14/13

(The balance of this page intentionally is blank.)

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## EXHIBIT "A"

### LEGAL DESCRIPTION

LOT 1 IN ENESCO IMPORTS CORP. SUBDIVISION, A RESUBDIVISION OF LOTS 1 AND 2 IN GREAT-WEST INDUSTRIAL SUBDIVISION, A RESUBDIVISION OF PART OF LOT 269 IN CENTEX INDUSTRIAL PARK UNIT 151, A SUBDIVISION IN THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 13, 1986 AS DOCUMENT 86063318, IN COOK COUNTY, ILLINOIS.

Permanent Tax/Assessor Parcel Number: 08-34-402-058-0000

Property of Cook County Clerk's Office