



Doc#: 1009141096 Fee: \$88.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/01/2010 03:17 PM Pg: 1 of 27

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(Above space for recording information)

THIS INSTRUMENT PREPARED BY:)

Aaron J. Dixon, Esq.
Ice Miller LLP

RETURN TO:
Wanda Roberts
Chicago Title
830 E Main St FL 16
Richmond, VA 23219

One American Square, Suite 2900
Indianapolis, Indiana 47292-0200

FIRST AMENDED AND RESTATED SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

BY AND BETWEEN

AT&T SERVICES INC., A DELAWARE CORPORATION ("TENANT"),

SB ARLINGTON FUNDING COMPANY, INC., A DELAWARE CORPORATION ("OWNER"),

ING REAL ESTATE FINANCE (USA) LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS ADMINISTRATIVE AGENT ON BEHALF OF CERTAIN LENDERS ("SENIOR MORTGAGEE"),

ING REAL ESTATE FINANCE (USA) LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS LENDER ("FIRST SUBORDINATED MORTGAGEE"), AND

THE BANK OF BERMUDA LIMITED, A BERMUDA LIMITED LIABILITY COMPANY, AS LENDER ("SECOND SUBORDINATED MORTGAGEE")

DATED: March 22, 2010

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FIRST AMENDED AND RESTATED SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT

This **FIRST AMENDED AND RESTATED SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT** (this "**Agreement**") is made and entered into as of this 22nd day of MARCH, 2010, by and between AT&T Services Inc., a Delaware corporation ("**Tenant**"), SB Arlington Funding Company, Inc., a Delaware corporation, together with its successors and assigns ("**Owner**"), **ING REAL ESTATE FINANCE (USA) LLC**, a Delaware limited liability company ("**ING**"), as administrative agent on behalf of the lenders party to the "Loan Agreement" described in the Senior Mortgage referenced below (together with its successors and assigns, "**Senior Mortgagee**"), **ING REAL ESTATE FINANCE (USA) LLC**, a Delaware limited liability company, as lender under the "Amended and Restated Mezzanine Loan and Security Agreement" described in the First Subordinated Mortgage referenced below (together with its successors and assigns, "**First Subordinated Mortgagee**"), and The Bank of Bermuda Limited, a Bermuda limited liability company, as lender under the "Loan Agreement" described in the Second Subordinated Mortgage referenced below (together with its successors and assigns, "**Second Subordinated Mortgagee**"; and together with Senior Mortgagee and First Subordinated Mortgagee, "**Mortgagees**").

RECITALS:

A. Senior Mortgagee is the holder of a certain senior mortgage (or deed of trust) given by Owner to or for the benefit of Senior Mortgagee (as amended, modified or supplemented from time to time, the "**Senior Mortgage**") encumbering the Real Estate (hereinafter defined).

B. First Subordinated Mortgagee is the holder of a certain first subordinated mortgage (or deed of trust) given by Owner to or for the benefit of First Subordinated Mortgagee (as amended, modified or supplemented from time to time, the "**First Subordinated Mortgage**").

C. Second Subordinated Mortgagee is the holder of a certain second subordinated mortgage (or deed of trust) given by Owner to or for the benefit of Second Subordinated Mortgagee (as amended, modified or supplemented from time to time, the "**Second Subordinated Mortgage**"; and together with the Senior Mortgage and the First Subordinated Mortgage, the "**Mortgages**").

D. IR SB Arlington Project Corporation, a Delaware corporation ("**Landlord**") and Owner have entered into certain master leasehold and collateral security documents in connection with the master leasehold interest in the Real Estate granted by Owner to Landlord (such master leasehold and collateral security documents, together with all amendments, modifications or supplements thereto, collectively, the "**Project Company Documents**").

E. Landlord and Tenant have entered into a certain lease described on Exhibit A attached hereto (such lease, as heretofore amended and together with all future amendments and modifications thereof, hereinafter being referred to as the "**Lease**"), pursuant to which Tenant

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leased certain premises (the "**Premises**") consisting of approximately 134,597 square feet of space in the building (the "**Building**") on the approximately 6.4565 acre parcel of land (the "**Land**") legally described in Exhibit C attached hereto (the Land and the Building herein being collectively referred to as the "**Real Estate**").

F. Owner, Tenant and ING are parties to that certain Subordination, Non-Disturbance and Attornment Agreement described on Exhibit B attached hereto (the "**Existing SNDA**").

G. As one of the conditions to Mortgagees making their respective loans to Owner, Mortgagees are requiring that the parties hereto execute and deliver this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and notwithstanding anything in the Lease to the contrary, the parties hereby amend and restate the Existing SNDA in its entirety and covenant and agree as follows:

1. Tenant represents and warrants to Mortgagees that the Lease constitutes the entire agreement between Tenant and Landlord with respect to the Premises and there are no other agreements, written or verbal, governing the tenancy of Tenant with respect to the Premises.

2. While pursuing any remedy available to Tenant under the Lease, at law or equity as a result of any failure of Landlord to perform or observe any covenant, condition, provision or obligation to be performed or observed by Landlord under the Lease (any such failure hereinafter referred to as a "**Landlord's Default**"), Tenant shall: (i) provide (a) each of Senior Mortgagee, First Subordinated Mortgagee and Second Subordinated Mortgagee and (b) Owner with a copy of any notice of Landlord's Default sent by Tenant pursuant to the Lease and (ii) allow each of Senior Mortgagee, First Subordinated Mortgagee, Second Subordinated Mortgagee and Owner the applicable cure period as defined in the Lease to cure the same, plus an additional thirty (30) days; provided, however, that if such Landlord's Default is not readily curable within such time period, Tenant shall give each of Senior Mortgagee, First Subordinated Mortgagee, Second Subordinated Mortgagee or Owner, as applicable, an additional period of time not to exceed 90 days to cure such Landlord's Default so long as such Senior Mortgagee, First Subordinated Mortgagee, Second Subordinated Mortgagee or Owner, as applicable, is diligently pursuing a cure. Tenant agrees that notwithstanding any provision of the Lease, no permitted cancellation thereof shall be effective unless Tenant shall have sent Mortgagees and Owner a notice in the manner herein provided and Mortgagees or Owner have failed to cure the Landlord's Default giving rise to such right to cancellation in the time period herein provided. No cure of a Landlord's Default by any Mortgagee or Owner shall be deemed an assumption of Landlord's other obligations under the Lease and no right of Mortgagees or Owner hereunder to receive any notice or to cure any Landlord's Default shall be deemed to impose any obligation on any Mortgagee or Owner to cure (or attempt to cure) any such Landlord's Default.

3. Tenant covenants with Mortgagees that the Lease including Tenant's purchase option as described in Section 20 of that Sixth Amendment to Office Lease Agreement dated November 5, 2004 by and between Tenant and 95 West Algonquin L.L.C. (predecessor in

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interest to Landlord) shall be subject and subordinate to any liens granted by and all other provisions of the Mortgages and to all respective modifications and extensions thereof, to the full extent of all principal, interest and all other amounts now or hereafter secured thereby and with the same force and effect as if the Mortgages had been executed and delivered prior to the execution and delivery of the Lease. Except as may be allowed in the Lease, without limiting the generality of the foregoing subordination provision, Tenant hereby agrees that any of its right, title and interest in and to Landlord's insurance proceeds and Landlord's condemnation awards (or other similar awards arising from eminent domain proceedings) with respect to damage to or the condemnation (or similar taking) of any of the Real Estate, shall be subject and subordinate to Mortgagees' right, title and interest in and to such proceeds and awards.

4. Tenant acknowledges that (i) Landlord has entered into that certain Assignment of Leases and Rents: End User Lease (as heretofore amended and as the same may be further amended, modified or supplemented from time to time) between Landlord and Owner that collaterally assigns to Owner Landlord's interest in all leases affecting the Real Estate, including the Lease, and the rents and other amounts, including, without limitation, lease termination fees, if any, due and payable under such leases and (ii) Owner has entered into those certain Assignments of Assignment of Leases and Rents: End User Lease (as heretofore amended and as the same may be further amended, modified or supplemented from time to time) between Owner and Mortgagees, that collaterally assign to Mortgagees all of Owner's interest in such leases, rents and other amounts. Tenant shall pay all rent and other payments under the Lease directly to an account in accordance with the provisions of the foregoing documents and any other agreement of assignment of rents and leases executed by Owner, Landlord, Senior Mortgagee, First Subordinated Mortgagee and/or Second Subordinated Mortgagee. In addition, after notice is given to Tenant by any Mortgagee that an Event of Default has occurred under any of the Mortgages, and a receipt by Tenant of an executed W-9, all rentals due under the Lease shall be paid to Senior Mortgagee or as otherwise directed by Senior Mortgagee; provided, however, such receipt of rents and other sums, moneys and other amounts shall not relieve Landlord of its obligations under the Lease, and Tenant shall continue to look to Landlord only for performance thereof; and further provided that Tenant shall retain all of its rights to the extent Landlord shall fail to pay or perform such obligations. Landlord and Owner hereby irrevocably direct and authorize Tenant to comply with any direction so received by Tenant from Senior Mortgagee, without any duty of Tenant to investigate whether an Event of Default shall have occurred under any Mortgage. By executing and delivering this Agreement, Tenant confirms that any notice requirements to be given by Mortgagees to Tenant under the Lease for purposes of granting rights to Mortgagees under the Lease shall be deemed satisfied.

5. Subject to the other terms of this Agreement, Mortgagees and Owner agree that so long as Tenant shall be in possession of the Premises and there is no default by Tenant under the Lease or a default by Tenant under this Agreement:

- (a) Tenant shall not be named or joined as a party in any suit, action or proceeding for the foreclosure of any Mortgage or the enforcement of any rights under any Mortgage (unless Tenant is a necessary party under applicable law); and

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(b) The possession by Tenant of the Premises and Tenant's rights thereto shall not be disturbed, affected or impaired by, nor will the Lease or the term thereof be terminated by (i) any suit, action or proceeding for the foreclosure of any Mortgage, (ii) the enforcement of any rights under any Mortgage, or (iii) any judicial sale or execution or other sale of the Premises or any deed given in lieu of foreclosure.

6. If any Mortgagee or any of their respective successors and assigns shall become the owner of the Real Estate by reason of foreclosure of their respective Mortgage or otherwise, if the Real Estate shall be sold as a result of any action or proceeding to foreclose any Mortgage, or if ownership of the Real Estate shall be transferred by deed given in lieu of foreclosure, the Lease shall continue in full force and effect, without necessity for executing any new lease, as a direct lease between Tenant and the new owner of the Real Estate as "landlord" upon all the same terms, covenants and provisions contained in the Lease (subject to the exclusions set forth in subparagraph (b) below), and in such event:

(a) Tenant shall be bound to such new owner under all of the terms, covenants and provisions of the Lease for the remainder of the term thereof (including any extension periods, if Tenant elects or has elected to exercise any option to extend the term of the Lease), and Tenant hereby agrees to attorn to such new owner and to recognize such new owner as "landlord" under the Lease without any additional documentation to effect such attornment (provided, however, if applicable law shall require additional documentation at the time any Mortgagee exercises its remedies, then Tenant shall execute such additional documents evidencing such attornment as may be required by applicable law);

(b) Such new owner shall be bound to Tenant under all of the terms, covenants and provisions of the Lease for the remainder of the term thereof (including any extension periods, if Tenant elects or has elected to exercise any option to extend the term of the Lease); provided, however, that such new owner shall not be:

(i) liable for any act or omission of any prior landlord (including Landlord) or the failure or default of any prior landlord (including Landlord) except to the extent (x) such act or omission relates to the failure to maintain the Building and continues after the date that the new owner succeeds to the interest of Landlord under the Lease and (y) Mortgagees receive notice pursuant to Section 2 above and (z) new owner's liability is limited to curing such act or omission and remedying the effects of the continuation of such act or omission after the date the new owner becomes the owner and shall not include any liability of any prior landlord (including Landlord) that accrued prior to the date the new owner becomes owner;

(ii) bound by, or liable for, any agreement of any prior landlord under the Lease (including Landlord) with respect to the completion of any improvements at the Premises or for the payment or reimbursement to

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Tenant of any contribution to the cost of the completion of any such improvements;

(iii) subject to any offsets or defenses which Tenant has against any prior landlord (including Landlord) except for such offsets and defenses arising in connection with defaults of a continuing nature for which Mortgagees received notice pursuant to Section 2 above ;

(iv) bound by any base rent, percentage rent, additional rent or any other amounts payable under the Lease which Tenant might have paid in advance for more than thirty days in advance of the current month to any prior landlord (including Landlord);

(v) bound by, or liable for any breach of, any representation or warranty or indemnity agreement contained in the Lease or otherwise made by any prior landlord (including Landlord) except in connection with breaches of a continuing nature as long as such breaches are not personal to any prior landlord (including Landlord) ;

(vi) bound by any action listed in Paragraph 8 below made without the prior written consent of Senior Mortgagee;

(vii) liable for any brokerage commissions, costs, expenses or liabilities in connection with the Lease; or

(viii) liable for any monies on deposit with Landlord to the credit of Tenant except to the extent turned over to the party that shall become the new owner of the Real Estate.

(c) Such new owner's liability is limited in all cases to its interests in the Real Estate and proceeds from the sale thereof.

7. Without limiting Paragraph 6 above, if the Landlord's leasehold interest in and to the Real Estate is terminated or expired by its terms or if the Owner shall exercise its rights and remedies under the Project Company Documents and terminate Landlord's leasehold interest in and to the Real Estate, the Lease shall continue in full force and effect, without necessity for executing any new lease, as a direct lease between Tenant and the Owner, as "landlord," upon all the same terms, covenants and provisions contained in the Lease (subject to the exclusions set forth in subparagraph (b) below), and in such event:

(a) Tenant shall be bound to Owner under all of the terms, covenants and provisions of the Lease for the remainder of the term thereof (including any extension periods, if Tenant elects or has elected to exercise any option to extend the term of the Lease), and Tenant hereby agrees to attorn to Owner and to recognize Owner as "landlord" under the Lease without any additional documentation to effect such attornment (provided, however, if applicable law shall require additional documentation at the time Owner exercises its remedies

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then Tenant shall execute such additional documents evidencing such attornment as may be required by applicable law);

(b) Owner shall be bound to Tenant under all of the terms, covenants and provisions of the Lease for the remainder of the term thereof (including any extension periods, if Tenant elects or has elected to exercise any option to extend the term of the Lease); provided, however, that Owner shall not be:

(i) liable for any act or omission of any prior landlord (including Landlord) or the failure or default of any prior landlord (including Landlord) except to the extent (x) such act or omission relates to the failure to maintain the Building and continues after the date that the new owner succeeds to the interest of Landlord under the Lease and (y) Mortgagees receive notice pursuant to Section 2 above and (z) new owner's liability is limited to curing such act or omission and remedying the effects of the continuation of such act or omission after the date the new owner becomes the owner and shall not include any liability of any prior landlord (including Landlord) that accrued prior to the date the new owner becomes owner;

(ii) bound by, or liable for, any agreement of any prior landlord (including Landlord) under the Lease with respect to the completion of any improvements at the Premises or for the payment or reimbursement to Tenant of any contribution to the cost of the completion of any such improvements;

(iii) subject to any offsets or defenses which Tenant has against any prior landlord (including Landlord) except for such offsets and defenses arising in connection with default of a continuing nature for which Mortgagees received notice pursuant to Section 2 above;

(iv) bound by any base rent, percentage rent, additional rent or any other amounts payable under the Lease which Tenant might have paid in advance for more than thirty days in advance of the current month to any prior landlord (including Landlord);

(v) bound by, or liable for any breach of, any representation or warranty or indemnity agreement contained in the Lease or otherwise made by any prior landlord (including Landlord) except in connection with breaches of a continuing nature as long as such breaches are not personal to any prior landlord (including Landlord);

(v) bound by any action listed in Paragraph 8 below made without the prior written consent of Owner;

(vi) liable for any brokerage commissions, costs, expenses or liabilities in connection with the Lease; or

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(vii) liable for any monies on deposit with Landlord to the credit of Tenant except to the extent turned over to Owner.

(c) Owner's liability is limited in all cases to its interests in the Real Estate and proceeds from the sale thereof

8. In the event that Tenant shall, without obtaining the prior written consent of Mortgagees and Owner, (i) enter into any agreements modifying, amending, extending, terminating or surrendering the Lease, which are not specifically referenced in the Lease (e.g., re-measurement of space, confirmation of expansion, or renewal options, etc.), (ii) prepay base rent, percentage rent, additional rent or any other amounts payable under the Lease for more than thirty days in advance of the current month, (iii) voluntarily surrender the Premises, terminate the Lease or shorten the term thereof without cause, except to the extent provided for in the Lease, (iv) assign the Lease or sublet the Premises or any part thereof other than pursuant to the provisions of the Lease or (v) subordinate or permit the subordination of the Lease to any lien other than the Mortgages, except to the extent provided or permitted by the Lease; then any such prohibited amendment, modification, termination, prepayment, voluntary surrender, assignment or subletting, without the prior written consent of Mortgagees and Owner, shall not be binding on Owner or any Mortgagee.

9. Any notices, communications and waivers under this Agreement shall be in writing and shall be: (i) delivered in person, (ii) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or (iii) delivered by overnight express carrier, addressed in each case as follows:

To Senior Mortgagee: ING Real Estate Finance (USA) LLC
230 Park Avenue, 9th Floor
New York, NY 10169
Attn: Michael E. Shields, Senior Director
Attn: Craig R. Bender, Vice President

With a copy to: Morrison & Foerster LLP
1290 Avenue of the Americas
New York, New York 10104
United States of America
Attention: Chris Delson

To First Subordinated
Mortgagee: ING Real Estate Finance (USA) LLC
230 Park Avenue, 9th Floor
New York, NY 10169
Attn: Bill Knickerbocker

With a copy to: Dechert LLP
1095 Avenue of the Americas
New York, New York 10036
Attn: Tim Stafford

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To Second Subordinated
Mortgagee:

The Bank of Bermuda Limited
6 Front Street
Hamilton HM 11 Bermuda
Attn: Anthony Riker

With a copy to:

Gibson, Dunn & Crutcher LLP
200 Park Avenue
New York, New York 10166
Attn: David J. Furman

To Owner:

SB Arlington Funding Company, Inc.
c/o Global Securitization Services, LLC
68 South Service Road, Suite 120
Melville, New York 11747
Attn: Jill A. Russo

To Landlord:

SB Arlington Project Corporation
c/o HDG Mansur Investment Services, Inc.
10 West Market Street, Suite 1200
Indianapolis, Indiana 46204
Attn: Harold D. Garrison

To Tenant:

AT&T Lease Administration
One AT&T Way, Room 1B201
Bedminster, NJ 07921
Attn: AT&T CRE Lease Administration Director

With a copy to:

AT&T Services, Inc. 225 W Randolph, Room
13A
Chicago, IL 60606
Attn: CRE Portfolio Management Director

With a copy to:	Legal Department Whitacre Tower 208 S. Akard, Room 3137 Dallas, TX 75202 Attn: General Attorney Real Estate
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or to any other address as to any of the parties hereto, as such party shall designate in a written notice to the other party hereto. All notices sent pursuant to the terms of this Paragraph shall be deemed received (i) if personally delivered, then on the date of delivery, (ii) if sent by overnight, express carrier, then on the next federal banking day immediately following the day sent, or (iii) if sent by registered or certified mail, then on the earlier of the third federal banking day following the day sent or when actually received.

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10. Tenant acknowledges and agrees that Mortgagees, together with each of their respective successors and assigns, shall be relying on the representations, warranties, covenants and agreements of Tenant contained herein and that any default by Tenant hereunder shall permit Mortgagees, at their option, to exercise any and all of their rights and remedies at law and in equity against Tenant.

11. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns and any nominees of any Mortgagee, all of whom are entitled to rely upon the provisions hereof. This Agreement shall be governed by the laws of the State of Illinois.

12. This Agreement may not be modified other than by an agreement in writing signed by the parties hereto or their respective successors.

13. This Agreement may be executed in multiple counterparts and all of such counterparts together shall constitute one and the same Agreement.

14. If any portion or portions of this Agreement shall be held invalid or inoperative, then all of the remaining portions shall remain in full force and effect, and, so far as is reasonable and possible, effect shall be given to the intent manifested by the portion or portions held to be invalid or inoperative.

15. The headings, captions, and arrangements used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

16. It is the intent of the parties hereto that the foregoing covenants and agreements shall control, notwithstanding any general provision of law to the contrary.

17. Where any notices to or from Senior Mortgagee is required hereunder or any action is to be taken by Senior Mortgagee or for the benefit of Senior Mortgagee, such notice or action shall be given or done by First Subordinated Mortgagee in the event the loan secured by the Senior Mortgage has been paid in full and the Senior Mortgage terminated and by Second Subordinated Mortgagee in the event the loans evidenced by the Senior Mortgage and the First Subordinated Mortgage have been paid in full and the Senior Mortgage and the First Subordinated Mortgage have been terminated.

[SIGNATURES APPEAR ON NEXT PAGE]

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IN WITNESS WHEREOF, the parties hereto have executed this FIRST AMENDED AND RESTATED SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT the day and year first above written.

Tenant:

AT&T SERVICES INC.

By: 
Name: JOSEPH D. BUCKMAN
Title: DIRECTOR ASSET MANAGEMENT

Approved as to legal form


Owner:

SB ARLINGTON FUNDING COMPANY, INC.

By: _____
Name: _____
Title: _____

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the parties hereto have executed this FIRST AMENDED AND RESTATED SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT the day and year first above written.

Tenant:

SBC SERVICES INC.

By: _____

Name: _____

Title: _____

Owner:

SB ARLINGTON FUNDING COMPANY, INC.

By: _____

Name: **Jill A. Russo**

Title: **Vice President**

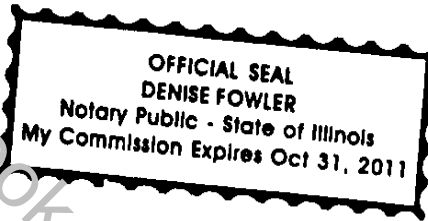
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STATE OF Illinois)
COUNTY OF Cook)

I, Denise Fowler an officer duly authorized by the State and in the County aforesaid to take acknowledgements, certify that Joseph S. Buckner personally came before me this day and acknowledged that he/she is the Div. Asst. Mgr. of **AT&T Services Inc.**, a Delaware corporation, and that he/she as such is being authorized to do so, executed the foregoing on behalf of such company.

Witness my hand and official seal, this the 27th day of March, 2010.
Denise Fowler



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STATE OF NEW YORK §
 §
COUNTY OF NEW YORK §

On the 15th day of March in the year 2010 before me, the undersigned, a Notary Public in and for said State, personally appeared Jill A. Russo, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within instrument and acknowledged to me that he/she executed the same in his/her capacity as Vice President of **SB Arlington Funding Company, Inc.**, a Delaware corporation, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, being authorized to do so, executed the instrument.

Marie McAdory
Notary Public, State of New York
No. 01MC6212564
Qualified in Kings County
Commission Expires October 13, 2013



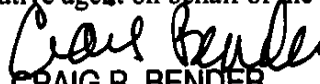
Notary Public

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Senior Mortgagee:


ING REAL ESTATE FINANCE (USA) LLC,
as administrative agent on behalf of the lenders


By: 
Name: CRAIG R. BENDER
Title: VICE PRESIDENT

By: 
Name: MICHAEL E. SHIELDS
Title: SENIOR DIRECTOR

First Subordinated Mortgagee:

ING REAL ESTATE FINANCE (USA) LLC,
as lender

By: 
Name: R. WILLIAM KNICKERBOCKER
Title: VICE PRESIDENT

By: 
Name: MARIA D. KASTANIS
Title: SENIOR DIRECTOR

Second Subordinated Mortgagee:

THE BANK OF BERMUDA LIMITED,
as lender

By: _____
Name: JohnDavid Massa
Title: Senior Legal Counsel

By: _____
Name: Roland A. Burrows
Title: Head of Commercial Banking

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COOK COUNTY
RECORDED OF DEEDS
SCANNED BY _____

Senior Mortgagee:

ING REAL ESTATE FINANCE (USA) LLC,
as administrative agent on behalf of the lenders

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

First Subordinated Mortgagee:

ING REAL ESTATE FINANCE (USA) LLC,
as lender

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Second Subordinated Mortgagee:

THE BANK OF BERMUDA LIMITED
as lender

By: _____
Name: John David Massa
Title: Senior Legal Counsel

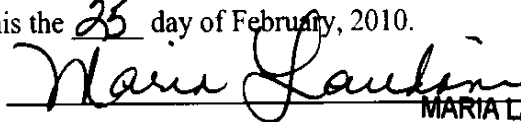
By: _____
Name: Roland A. Burrows
Title: Head of Commercial Banking

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STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

I, Maria Laudani, an officer duly authorized by the State and in the County aforesaid to take acknowledgements, certify that JohnDavid Massa personally came before me this day and acknowledged that he is the Senior Legal Counsel of **The Bank of Bermuda Limited**, a local company incorporated under the laws of Bermuda with registration #2109, and that he, as such Senior Legal Counsel being authorized to do so, executed the foregoing on behalf of such company.

Witness my hand and official seal, this the 25 day of February, 2010.



MARIA LAUDANI
Notary Public - State of New York
No. 01LA6093015
Qualified in Nassau County
My Commission Expires May 27, 2011

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STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

I, Maria Laudani, an officer duly authorized by the State and in the County aforesaid to take acknowledgements, certify that Roland A. Burrows personally came before me this day and acknowledged that he is the Head of Commercial Banking of **The Bank of Bermuda Limited**, a local company incorporated under the laws of Bermuda with registration #2109, and that he, as such Head of Commercial Banking being authorized to do so, executed the foregoing on behalf of such company.

Witness my hand and official seal, this the 25 day of February, 2010.

Maria Laudani

MARIA LAUDANI
Notary Public - State of New York
No. 01LA6093015
Qualified in Nassau County
My Commission Expires May 27, 2011

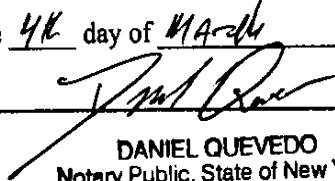
Property of Cook County Clerk's Office

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STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

I, Daniel Quevedo, an officer duly authorized by the State and in the County aforesaid to take acknowledgements, certify that Michael E. Shields personally came before me this day and acknowledged that ~~he~~/she is the Senior Director of ING Real Estate Finance (USA) LLC, a Delaware limited liability company, and that ~~he~~/she, as such Senior Director being authorized to do so, executed the foregoing on behalf of such company.

Witness my hand and official seal, this the 4th day of March, 2010.



DANIEL QUEVEDO
Notary Public, State of New York
No. 01QU6209469
Qualified in New York County
Commission Expires July 27, 2013

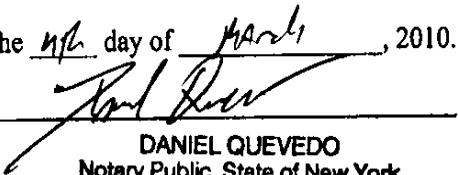
Property of Cook County Clerk's Office

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STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

I, Daniel Quevedo, an officer duly authorized by the State and in the County aforesaid to take acknowledgements, certify that R. William Knickerbocker personally came before me this day and acknowledged that he/she is the Vice President of **ING Real Estate Finance (USA) LLC**, a Delaware limited liability company, and that he/she, as such Vice President being authorized to do so, executed the foregoing on behalf of such company.

Witness my hand and official seal, this the 15th day of March, 2010.



DANIEL QUEVEDO
Notary Public, State of New York
No. 01QU6209469
Qualified in New York County
Commission Expires July 27, 2013

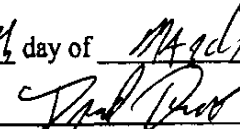
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STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

I, Daniel Quevedo, an officer duly authorized by the State and in the County aforesaid to take acknowledgements, certify that MARIA D. KASTANIS personally came before me this day and acknowledged that he/she is the Senior Director of **ING Real Estate Finance (USA) LLC**, a Delaware limited liability company, and that he/she, as such Senior Director, being authorized to do so, executed the foregoing on behalf of such company.

Witness my hand and official seal, this the 4th day of March, 2010.



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EXHIBIT A

LEASE

That certain Lease Agreement dated as of May 24, 1996 by and between 95 Algonquin Limited Liability Corporation and Ameritech Custom Business Services, as amended by 1) that Lease Amendment No. 1 dated as of July 29, 1996 by and between 95 Algonquin L.L.C. and Ameritech Custom Business Solutions, 2) by that Second Lease Amendment dated as of October 18, 1996 by and between 95 Algonquin L.L.C. and Ameritech Custom Business Services, 3) that Third Lease Amendment dated as of January 21, 1997 by and between 95 Algonquin L.L.C. and Ameritech Custom Business Services, 4) that Fourth Lease Amendment dated as of April 28, 1997 by and between 95 Algonquin L.L.C. and Ameritech Custom Business Services, 5) by that Fifth Lease Amendment dated as of January 15, 1998 by and between 95 Algonquin L.L.C. and Ameritech Custom Business Services, 6) that Letter Agreement dated as of October 12, 2004, 7) that Sixth Amendment to Office Lease Agreement dated as of November 5, 2004 by and between 95 West Algonquin L.L.C. (predecessor in interest to SB Arlington Project Corporation) and SBC Services, Inc. (successor in interest to Ameritech Custom Business Services)), and 8) that Termination Notice dated as of January 13, 2010.

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EXHIBIT B

EXISTING SNDA

That certain Subordination, Non-Disturbance and Attornment Agreement recorded July 6, 2005 as document number 0518702197.

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RECORDER OF DEEDS
SCANNED BY _____

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

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EXHIBIT C

LEGAL DESCRIPTION

[See attached.]

Property of Cook County Clerk's Office

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

UNOFFICIAL COPY**EXHIBIT C****LEGAL DESCRIPTION**

ARLINGTON HEIGHTS, IL

PARCEL 1:

LOT 3

(EXCEPTING THEREFROM THAT PART OF LOT 3 DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3; THENCE SOUTHEASTERLY ALONG A 2541.29 FOOT RADIUS CURVE, BEING ALSO THE NORTHERLY LINE OF SAID LOT 3, THE CENTER OF CIRCLE OF SAID CURVE BEARS ON AN ASSUMED BEARING OF NORTH 47 DEGREES 58 MINUTES 18 SECONDS EAST FROM SAID POINT, CENTRAL ANGLE 2 DEGREES 12 MINUTES 20 SECONDS, 97.82 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTHEASTERLY ALONG SAID CURVE CONCAVE TO THE NORTHEAST RADIUS 2541.29 FEET, CENTRAL ANGLE 11 DEGREES 26 MINUTES 54 SECONDS, 507.78 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY ALONG A 30.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST, CENTRAL ANGLE 55 DEGREES 04 MINUTES 09 SECONDS, 28.83 FEET TO A POINT ON A 2551.07 FOOT RADIUS CURVE, THE CENTER OF CIRCLE OF SAID CURVE BEARS NORTH 35 DEGREES 00 MINUTE 05 SECONDS EAST FROM SAID POINT; THENCE NORTHWESTERLY ALONG SAID CURVE, RADIUS 2551.07 FEET, CENTRAL ANGLE 8 DEGREES 26 MINUTES 03 SECONDS, 375.52 FEET TO A POINT ON A 2546.12 FOOT RADIUS CURVE, THE CENTER OF CIRCLE OF SAID CURVE BEARS NORTH 42 DEGREES 14 MINUTES 05 SECONDS EAST FROM SAID POINT; THENCE NORTHWESTERLY ALONG SAID CURVE, RADIUS 2546.12 FEET, CENTRAL ANGLE 2 DEGREES 18 MINUTES 00 SECONDS, 102.21 FEET; THENCE NORTH 40 DEGREES 00 MINUTES 33 SECONDS WEST 56.36 FEET TO THE POINT OF BEGINNING) IN ARLINGTON PLACE SUBDIVISION, BEING A SUBDIVISION IN SECTION 16, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE RECIPROCAL EASEMENT AGREEMENT BY AND BETWEEN URBS-SCHMITT AND KEPPEL INCORPORATED, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 3, 1979 AND KNOWN AS TRUST NUMBER 47058 AND OTHERS, DATED AUGUST 2, 1979 AND RECORDED OCTOBER 1, 1979 AS DOCUMENT 25171074 AND FILED OCTOBER 1, 1979 AS DOCUMENT LR 3121973 AND AS AMENDED BY INSTRUMENT RECORDED JUNE 4, 1981 AS DOCUMENT 25893428 AND FILED AS DOCUMENT LR 3218008 FOR

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INGRESS AND EGRESS IN PART OF ARLINGTON PLACE SUBDIVISION AND TEULACH'S SUBDIVISION AS DELINEATED IN SAID AGREEMENT, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY AMENDED AND RESTATED EASEMENT AND OPERATING AGREEMENT AND GRANT OF EASEMENTS BY AND AMONG AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT NUMBER 45170, AND AS TRUSTEE UNDER TRUST AGREEMENT NUMBER 52304, SAID AGREEMENT BEING DATED FEBRUARY 1, 1983 AND RECORDED MARCH 7, 1983 AS DOCUMENT 26527048 AND FILED MARCH 7, 1983 AS DOCUMENT LR. 3296792, OVER, UPON AND ACROSS LOT 1 FOR THE PURPOSE OF USING AND GAINING ACCESS TO A SURFACE WATER DETENTION/RETENTION POND LOCATED IMMEDIATELY EAST OF THE WESTERMOST LINE OF LOT 1 IN ARLINGTON PLACE SUBDIVISION AFORESAID, AS SHOWN ON DRAWING ATTACHED AS EXHIBIT "A" TO EASEMENT AND OPERATING AGREEMENT DATED DECEMBER 1, 1979 AND RECORDED JANUARY 4, 1980 AS DOCUMENT 25306989 AND FILED JANUARY 4, 1980 AS DOCUMENT LR. 3139276 AND ALSO OVER, UPON AND ACROSS LOT 2 IN ARLINGTON PLACE SUBDIVISION AFORESAID FOR THE PURPOSE OF GAINING ACCESS TO SAID POND LOCATED ON SAID LOT 1 AS SHOWN ON DRAWING ATTACHED AS EXHIBIT "A" TO THE AFORESAID AMENDED AND RESTATED EASEMENT AND OPERATING AGREEMENT AND GRANT OF EASEMENTS IDENTIFIED ABOVE, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT OF EASEMENT DATED FEBRUARY 1, 1983 AND RECORDED MARCH 7, 1983 AS DOCUMENT 26527049 AND FILED MARCH 7, 1983 AS DOCUMENT LR. 3296793 BY AND BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT NUMBER 47058, AND AS TRUSTEE UNDER TRUST AGREEMENT NUMBER 52304, OVER, UPON AND ACROSS THAT PART OF LOT 2 IN ARLINGTON PLACE SUBDIVISION AFORESAID AS DEPICTED ON EXHIBIT "A", FOR CONSTRUCTING, RUNNING, MAINTAINING AND REPAIRING SANITARY SEWER LINES AND PIPES, IN COOK COUNTY, ILLINOIS.

ALSO COMMONLY KNOWN AS 95 WEST ALGONQUIN ROAD, ARLINGTON HEIGHTS, COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER 08-16-200-103-0000.