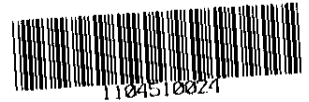


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Doc#: 1104510024 Fee: \$60.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 02/14/2011 12:03 PM Pg: 1 of 13

Prepared By and When Recorded  
Return to:  
Eric J. Gaertner, Esq.  
Neal, Gerber & Eisenberg LLP  
Two North LaSalle Street  
Suite 1700  
Chicago, IL 60602-3801

(The Above Space for Recorders Use Only)

## SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT

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## SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This Subordination, Non-Disturbance and Attornment Agreement (this "**Agreement**") is as of the 3rd day of June, 2009, between ING Clarion Capital Loan Services, LLC as Special Servicer on behalf of Wells Fargo Bank, NA, as trustee for the registered holders of Credit Suisse Commercial Mortgage Trust, Commercial Mortgage Pass-Through Certificates, Series 2007-C2 ("**Lender**"), Neal, Gerber & Eisenberg LLP, an Illinois limited liability partnership ("**Tenant**"), and North LaSalle Financial Associates, LLC, a Virginia limited liability company (together with its predecessors in interest, the "**Landlord**").

### RECITALS

A. Tenant is the tenant under a certain lease (the "**Lease**"), dated as of August 8, 1989 (as amended) by those documents set forth on Exhibit B with Landlord, of premises described in the Lease (the "**Premises**") as more particularly described in Exhibit A hereto.

B. This Agreement is being entered into in connection with a certain loan (the "**Loan**") which Lender has made to Landlord, and secured, in part, by a Mortgage, Assignment of Leases and Rents and Security Agreement on the Premises (the "**Mortgage**") dated as of February 2, 2007 and an Assignment of Leases and Rents dated as of February 2, 2007 (the "**Assignment**"; the Mortgage, the Assignment and the other documents executed and delivered in connection with the Loan are hereinafter collectively referred to as the "**Loan Documents**").

### AGREEMENT

For mutual consideration, including the mutual covenants and agreements set forth below, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Tenant agrees that the Lease and all terms and conditions contained therein and all rights, options, liens and charges created thereby is and shall be subordinate in all respects to the Loan Documents and to all present or future advances under the obligations secured thereby and all renewals, amendments, modifications, consolidations, replacements and extensions of secured obligations and the Loan Documents, to the full extent of all amounts secured by the Loan Documents from time to time.

2. Lender agrees that, if Lender exercises any of its rights under the Loan Documents such that it becomes the owner of the Premises, including but not limited to an entry by Lender pursuant to the Mortgage, a foreclosure of the Mortgage, a power of sale under the Mortgage or otherwise: (a) the Lease shall continue in full force and effect as a direct lease between Lender and Tenant, and subject to all the terms, covenants and conditions of the Lease, and (b) Lender and any party claiming by, through or under Lender shall not disturb, impair or interfere with Tenant's quiet possession, use and enjoyment of the Premises under the terms of the Lease so long as Tenant is not in default beyond any applicable grace period of any term, covenant or condition of the Lease.

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3. Tenant agrees that, in the event of an exercise of the power of sale or foreclosure of the Mortgage by Lender or the acceptance of a deed in lieu of foreclosure by Lender or any other succession of Lender to ownership of the Premises, Tenant will attorn to and recognize Lender as its landlord under the Lease for the remainder of the term of the Lease (including all extension periods which have been or are hereafter exercised) upon the same terms and conditions as are set forth in the Lease, and Tenant hereby agrees to pay and perform all of the obligations of Tenant pursuant to the Lease.

4. Tenant agrees that, in the event Lender succeeds to the interest of Landlord under the Lease, Lender shall not be:

(a) liable in any way for any act, omission, neglect or default of any prior Landlord (including, without limitation, the then defaulting Landlord), provided the foregoing shall not excuse the Lender from its obligations under the Lease to cure or correct any non-monetary default which is of a continuing nature and which Landlord has had notice and an opportunity to cure in accordance with paragraph 5 below, or

(b) subject to any claim, defense, counterclaim or offsets (other than Tenant's offsets with regard to any construction related obligations of Landlord) which Tenant may have against any prior Landlord (including, without limitation, the then defaulting Landlord), other than those which related solely to a default which is of a continuing nature and which Landlord has had notice and an opportunity to cure in accordance with paragraph 5 below, or

(c) bound by any payment of rent or additional rent which Tenant might have paid for more than one month in advance of the due date under the Lease to any prior Landlord (including, without limitation, the then defaulting Landlord), other than any credit which may be due Tenant due to Tenant's payment of estimated taxes and/or expenses over the course of a calendar year which exceed the actual tax bill or expense bill for such calendar year as provided in the Lease, or

(d) bound by any obligation to make any payment to Tenant which was required to be made prior to the time Lender succeeded to any prior Landlord's interest, provided, however, this subparagraph (d) shall not affect any offset rights provided to Tenant under the Lease, or

(e) accountable for any monies deposited with any prior Landlord (including security deposits and letters of credit), except to the extent such monies are actually received by Lender, provided, however, Landlord agrees that Landlord shall transfer the security deposit or the portion thereof remaining (if any) or any letter of credit (or balance of the letter of credit proceeds drawn but not applied) to Lender at the time such Lender acquired the interest of Landlord, or

(f) bound by any amendment or modification of the Lease made without the written consent of Lender, which consent shall not be unreasonably withheld.

Nothing contained herein shall prevent Lender from naming Tenant in any foreclosure or other action or proceeding initiated in order for Lender to avail itself of and complete any such foreclosure or other remedy, provided, however, that Lender agrees not to name or join Tenant as

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a party to any action or proceeding brought pursuant to the Loan Documents unless applicable law requires Tenant to be made a party thereto as a condition to proceeding against Landlord, but joinder shall be for that purpose only and not for the purpose of terminating the Lease.

In addition, and notwithstanding anything to the contrary contained set forth in this Agreement, Tenant agrees that Lender, as holder of the Mortgage, and any successor of Landlord or purchaser of the Property (collectively, a "Purchaser"), as landlord under the Lease if it succeeds to that position, shall in no event have any liability for the performance or completion of any work or installations or for any loan or contribution or rent concession towards such work, which are required to be made by Landlord (A) under the Lease or any related Lease documents, or (B) for any space which may hereafter become part of said Premises, provided, however, that if after succeeding to Landlord's interest under the Lease, any Purchaser or successor owner fails or refuses to perform or complete any such work or installations which Landlord would have been obligated to perform and complete or fails to or refuses to make any loan or contribution towards such work which are required to be made by Landlord, Tenant shall be entitled to exercise any and all remedies provided to Tenant under the Lease (including, but not limited to, Tenant's right to offset any cost to complete such work or any failure to make such loan or contribution) against its rental payments due under the Lease) or in equity or in law for a failure of Landlord to perform or complete any such work or installations or make such loan or contribution, other than a remedy which requires Lender or such Purchaser to perform such work or installations or to pay directly out-of-pocket for such work or installations or to pay directly any such loan or contribution.

5. Tenant hereby agrees to give to Lender copies of all notices of Landlord default(s) under the Lease in the same manner as, and whenever, Tenant shall give any such notice of default to Landlord and no such notice of default shall be deemed given to Landlord unless and until a copy of such notice shall have been so delivered to Lender. Lender shall have the right but no obligation to remedy any landlord default under the Lease, or to cause any default of Landlord under the Lease to be remedied, and in the event Lender elects to cure any default of Landlord, Lender shall notify Tenant of such election within 10 business days after Tenant provides Lender with notice of such default, and for such purpose Tenant hereby grants Lender, in addition the period given to Landlord for remedying defaults, an additional 30 days to remedy, or cause to be remedied, any such default provided that the continuation of the Landlord default in question neither unreasonably interferes with Tenant's use of the Premises nor imposes any additional obligations on Tenant, and further subject to Tenant's right to cure such Landlord default in the event of an emergency. Tenant shall accept performance by Lender of any term, covenant, condition or agreement to be performed by Landlord under the Lease with the same force and effect as though performed by Landlord. Subject to the terms of this Section 5, no Landlord default under the Lease shall exist or shall be deemed to exist (i) as long as Lender, in good faith, shall have commenced to cure such default within the above reference time period and shall be prosecuting the same to completion with reasonable diligence, subject to force majeure, or (ii) if possession of the Premises is required in order to cure such default, or if such default is not susceptible of being cured by Lender, as long as Lender, in good faith, shall have notified Tenant that Lender intends to institute proceedings under the Loan Documents, and, thereafter, as long as such proceedings shall have been instituted and shall be prosecuted with reasonable diligence. In the event of the termination of the Lease by reason of any default thereunder by Landlord, upon Lender's written request, given within thirty (30) days after any

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such termination, Tenant, within fifteen (15) days after receipt of such request, shall execute and deliver to Lender or its designee or nominee a new lease of the Premises for the remainder of the term of the Lease upon all of the terms, covenants and conditions of the Lease. Neither Lender nor its designee or nominee shall become liable under the Lease unless and until Lender or its designee or nominee becomes, and then only with respect to periods in which Lender or its designee or nominee remains, the owner of the Premises, provided Lender shall remain liable for those matters under the Lease with respect to the period of Lender's ownership and for those obligations under the Lease that are not assumed by its successor. In no event shall Lender have any personal liability as successor to Landlord and Tenant shall look only to the estate and property of Lender in the Building (which shall include all rents and income from the Building) for the satisfaction of Tenant's remedies for the collection of a judgment (or other judicial process) requiring the payment of money in the event of any default by Lender as Landlord under the Lease, and no other property or assets of Lender shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under or with respect to the Lease. Lender shall have the right, without Tenant's consent, to foreclose the Mortgage or to accept a deed in lieu of foreclosure of the Mortgage or to exercise any other remedies under the Loan Documents.

6. To the best of Tenant's knowledge without independent investigation, Tenant has no knowledge of any prior assignment or pledge of the rents accruing under the Lease by Landlord. Tenant hereby acknowledges the making of the Assignment from Landlord to Lender in connection with the Loan. Tenant acknowledges that the interest of the Landlord under the Lease is to be assigned to Lender solely as security for the purposes specified in the Assignment, and, except as otherwise set forth herein, Lender shall have no duty, liability or obligation whatsoever under the Lease or any extension or renewal thereof, either by virtue of the Assignment or by any subsequent receipt or collection of rents thereunder, unless Lender shall specifically undertake such liability in writing. Notwithstanding the foregoing, if Lender notifies Tenant that Lender is exercising its rights under the Assignment, any payment thereafter to the Lender shall be credited against the rent due under the Lease as if made to Landlord. Landlord waives and releases any claim it may have against Tenant for any sum paid by Tenant to Lender or any successor pursuant to such demand. Tenant may conclusively rely upon any written notice Tenant receives from Lender notwithstanding any claims by Landlord contesting the validity of any term or condition of such notice, including any default claimed by Lender, and Tenant shall have no duty to inquire into the validity or appropriateness of any such notice.

7. If Lender is a corporation, each individual executing this Agreement on behalf of said corporation represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the by-laws of said corporation, and that this Agreement is binding upon said corporation in accordance with its terms. If Landlord is a partnership or limited liability company, each individual executing this Agreement on behalf of said partnership or limited liability company represents and warrants the s/he is duly authorized to execute and deliver this Agreement on behalf of said partnership or limited liability company in accordance with the partnership agreement for the partnership or operating agreement for the limited liability company. If Tenant is a limited liability partnership or limited liability company, each individual executing this Agreement on behalf of said limited liability partnership or limited liability company represents and warrants the s/he is duly authorized to execute and

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deliver this Agreement on behalf of said limited liability partnership or limited liability company in accordance with the partnership agreement for the limited liability partnership or operating agreement for the limited liability company.

8. Any notice, election, communication, request or other document or demand required or permitted under this Agreement shall be in writing and shall be deemed delivered on the earlier to occur of (a) receipt or (b) the date of delivery, refusal or nondelivery indicated on the return receipt, if deposited in a United States Postal Service Depository, postage prepaid, sent certified or registered mail, return receipt requested, or if sent via recognized commercial courier service providing for a receipt, addressed to Tenant or Lender, as the case may be at the following addresses:

If to Tenant: Neal Gerber & Eisenberg LLP  
Two North LaSalle Street  
Suite 2200  
Chicago, IL 60602  
Attn: Jerry Biederman

with a copy to: Neal Gerber & Eisenberg LLP  
Two North LaSalle Street  
Suite 2200  
Chicago, IL 60602  
Attn: Miranda Mandel

If to Lender: Wells Fargo Bank, NA, as trustee for the registered holders  
of Credit Suisse Commercial Mortgage Trust, Commercial  
Mortgage Pass-Through Certificates, Series 2007-C2  
Attn: Deal - Portfolio Manager  
NC1075 9th Floor  
201 S. College Street  
Charlotte, NC 28244-1075

with a copy to: Winston & Strawn LLP  
200 Park Avenue  
New York, New York 10166  
Attention: David M. Traitel, Esq.

9. The term "Lender" as used herein includes any successor or assign of the named Lender herein, including without limitation, any co-lender at the time of making the Loan, any purchaser at a foreclosure sale and any transferee pursuant to a deed in lieu of foreclosure, and their successors and assigns, and the term "Tenant" as used herein includes any successor and assign of the named Tenant herein.

10. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the extent necessary to be enforceable, or if such modification is not practicable such provision shall be deemed deleted from this Agreement, and the other provisions of this Agreement shall remain in full force and effect.

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11. Neither this Agreement nor any of the terms hereof may be terminated, amended, supplemented, waived or modified orally, but only by an instrument in writing executed by all of the parties hereto.

12. This Agreement shall be construed in accordance with the laws of the State where the Premises is located.

13. Lender agrees that so long as the Lease is in full force and effect, if the Building or the Premises shall be damaged or destroyed by fire or other casualty, or taken by condemnation, and such event does not result in the termination of the Lease by Landlord or Tenant pursuant to any right reserved by either such party, then notwithstanding any contrary provision, contained in the Loan Documents, Lender shall release its interest in such proceeds and shall make the proceeds of insurance or condemnation award available for the purpose of repairing and restoring the Building and/or the Premises, as the case may be.

14. Lender agrees that no proper exercise by Tenant of its rights under the Lease shall constitute a default under the Loan Documents or require the Lender's consent.


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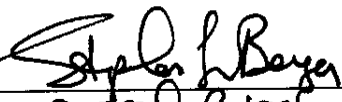
Witness the execution hereof as of the date first above written.

LENDER:

ING Clarion Capital Loan Services, LLC as Special Servicer on behalf of Wells Fargo Bank, NA, as trustee for the registered holders of Credit Suisse Commercial Mortgage Trust, Commercial Mortgage Pass-Through Certificates, Series 2007-C2

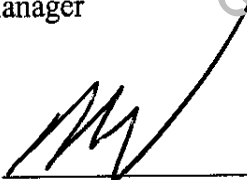
By:   
Name: Steven Altman  
Title: Authorized Signatory

NEAL, GERBER & EISENBERG LLP,  
an Illinois limited liability partnership

By:   
Name: Stephen H. Bayer  
Title: Partner

NORTH LASALLE FINANCIAL ASSOCIATES, LLC,  
a Virginia limited liability company

By: North LaSalle Managing Co., LLC, a Virginia limited liability company, its manager

By:   
T. Richard Litton, Jr.  
Vice President

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State of NY )  
 ) ss.  
County of NY )

On June 4, 2009, before me, Joseph Clarke, a Notary Public personally appeared Steven Altman, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires: May 11, 2012

Signature: Joseph Clarke  
(Seal)

JOSEPH T. CLARKE  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01CL6205338  
Qualified in New York County  
My Commission Expires May 11, 2013

State of Chicago )  
 ) ss.  
County of Cook )

On June 3, 2009, before me, Renee M. Kwiatkowski, a Notary Public personally appeared Stephen L Berger, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires: 7-31-11

Signature: [Signature]  
(Seal)



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Virginia  
State of ~~Chicago~~ )  
City of Norfolk ) ss.  
County of Cook )

On June 9<sup>th</sup>, 2009, before me, Wesley Elizabeth Hayden a Notary Public personally appeared T. Richard Litton, Jr., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires: 12/31/2012

Signature: Wesley Elizabeth Hayden  
(Seal)



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## EXHIBIT A

### LEGAL DESCRIPTION

#### PARCEL 1:

SUB-LOTS 4 AND 5 (EXCEPT THE SOUTH 1.00 FOOT OF THE SUB-LOT 5) OF LOT 8 IN A. G. BRADSTREET'S SUBDIVISION OF LOT 8 IN BLOCK 55 IN THE ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

THE SOUTH 1.00 FOOT OF SUB-LOT 5 AND ALL OF SUB-LOTS 6 AND 7 AND SO MUCH OF SUB-LOT 8, AS LIES NORTH OF MADISON STREET ALL IN A. G. BRADSTREET'S SUBDIVISION OF LOT 8 IN BLOCK 55 IN THE ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 3:

LOT 2 IN THE ASSESSOR'S DIVISION OF LOT 7 IN BLOCK 55 IN THE ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, OTHERWISE DESCRIBED AS:

THE EAST 1/2 OF SAID LOT 7 (EXCEPT THE NORTH 50.00 FEET THEREOF), IN THE ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS.

#### PARCEL 4:

SUB-LOT 3 OF LOTS 5 AND 7 IN BLOCK 55 IN THE ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 5:

LOT 4 IN ASSESSOR'S DIVISION OF LOTS 5 AND 7 IN BLOCK 55 IN THE ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 6:

SUB-LOTS 1, 2 AND 3 IN ALBERT G. BRADSTREET'S SUBDIVISION OF LOT 8 IN BLOCK 55 IN THE ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO, THE NORTH 50.00 FEET OF THE EAST 1/2 OF LOT 7 IN BLOCK 55 IN THE ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (THE SAID NORTH 50.00 FEET OF THE EAST 1/2 OF LOT 7, BEING ALSO KNOWN AS:

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SUB-LOT 1 IN THE ASSESSOR'S DIVISION OF SAID LOT 7 OF BLOCK 55 IN THE ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS.

PIN: 17-09-458-015-0000

Common Address: 2 North LaSalle Street, Chicago, IL

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## EXHIBIT B

Office Lease:	08/08/89
1st Amendment:	05/31/94
2nd Amendment:	06/01/97
3rd Amendment:	10/29/99
4th Amendment:	10/10/01
5th Amendment:	11/13/02
6th Amendment:	10/23/03
7th Amendment:	01/13/04
8th Amendment:	06/30/04
9th Amendment:	10/28/04
10th Amendment:	06/28/05
11th Amendment:	10/26/07
12th Amendment:	12/31/07
13th Amendment:	01/31/08
Lease for Storage:	09/25/06