After Recordation Return To:

Greene Radovsky Maloney Share & Hennigh LLP Four Embarcadero Center, Suite 4000 San Francisco, CA 94111 Attn: Graham Maloney Doc#: 1119645031 Fee: \$60.00 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds Date: 07/15/2011 01:07 PM Pg: 1 of 13

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") dated <u>Tone 18</u>, 2011 is by and between CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK, with a mailing address of 1301 Avenue of the America:, Real Estate Department – 18th Floor, New York, NY 10019 ("Lender") and ARCADIA GROUP (USA) LIMITED, a company registered in England and authorized to do business in Illinois, with its principal place of business at Colegrave House, 70 Berners Street, London, England W1T 3NL ("Tenant"), and GROSVENOR INTERNATIONAL (AMERICAN FREEHOLDS) LIMITED, a Nevada corporation, and BBCAF-VRC, LLC, a Delaware limited liability company ("Borrower").

FECITALS:

- A. Lender has made a loan (together with all advances and increases, the "Loan") to Borrower. The Loan is secured by the Mortgage. Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of June 28 2011 and recorded July 5, 2011 as Document #118624064 in the official records of the Cook County Recorder of Deeds (together with all advances, increases, amendments or consolidations, the "Mortgage"). The Mortgage encumbers the real property, improvements an 1 fixtures located at 830 North Michigan Avenue, in the City of Chicago, County of Cook, State of Illinois (the "Property").
- B. Borrower, as landlord, and Tenant have entered into a lease dated September 15, 2010 (the "Lease") pursuant to which Landlord leased to Tenant and Tenant leased from Landlord certain premises on the basement, first, second and third floors of the building at the Property ("Premises").

IN CONSIDERATION of the mutual agreements contained in this Agreement, Lender and Tenant agree as follows:

1. The Lease and all of Tenant's rights under the Lease are and will remain subject and subordinate to the lien of the Mortgage and the Assignment and all of Lender's rights under the Mortgage and the Assignment and Tenant will not subordinate the Lease to any other lien against the Property without Lender's prior consent.

Stewart Title NTS - Chicago 2 N. LaSaile Street, Suite 1400 Chicago, IL 60602 PH: 312-849-4408

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- 2. This Agreen en constitutes notice to Tenant of the Mortrage and the Assignment and, upon receipt of notice from Lender, Tenant will pay the Kent as and when due under the Lease to Lender and the payments will be credited against the Rent due under the Lease. Landlord waives all claims against Tenant related to Tenant's compliance with this section.
- 3. Tenant and Lender agree that if Lender exercises its remedies under the Mortgage or the Assignment and if Tenant is not then in default under this Agreement past any applicable notice and cure periods, and if Tenant is not then in default beyond any applicable grace and cure periods under the Lease:
- (a) Lender will not name Tenant as a party to any judicial or non-judicial foreclosure or other proceeding to enforce the Mortgage unless joinder is required under applicable law but in such case Lender will not seek affirmative relief against Tenant, the Lease will not be terminated and Tenant's possession of the Premises will not be disturbed;
- Property through foreclosure, by other proceeding to enforce the Mortgage or by deed-in-lieu of foreclosure (a "Foreclosure"), Tenant's possession of the Premises will not thereby be disturbed and the Lease will contrate in full force and effect between Successor Landlord and Tenant in accordance with the terms of the Lease; and
- Foreclosure, a lease between Successor Landlord and Tenant will be deemed created, with no further instrument required, on the same terms as the Lease except that the term of the replacement lease will be the then unexpired term of the Lease. Successor Landlord and Tenant will execute a replacement lease at the request of either.
- 4. Upon Foreclosure, Tenant will recognize and attorn to Successor Landlord as the landlord under the Lease for the balance of the term. Tenant's attornment will be self-operative with no further instrument required to effectuate the ettornment except that at Successor Landlord's request, Tenant will execute instruments reasonably satisfactory to Successor Landlord confirming the attornment.

5. Successor Landlord will not be:

- (a) liable for any act or omission of Landlord (except to the extent such act or omission continues beyond the date when such successor landlord succeeds to Landlord's interest and Tenant gives notice of such act or omission);
- (b) subject to any defense, claim, counterclaim, set-off or offsets which Tenant may have against Landlord, except to the extent the circumstances (such as failure to repair and maintain, but not failure to pay) giving rise to such defense, claim, counterclaim or offset continue beyond the date when successor landlord succeeds to Landlord's interest;
- (c) bound by any prepayment of more than one (1) month's rent to any prior landlord;

- (d) bound by any boligation to make my paymen to Tenant which was required to be made prior to the time such Successor Landlord succeeded to Landlord's interest, other than the Allowance or any reconciliation of Taxes or Common Area Costs that first became due and payable after Foreclosure;
- (e) bound by any obligation to perform any work or to make improvements to the Premises except for repairs and maintenance required to be made by Landlord under the Lease, and repairs to the Premises as a result of damage by fire or other casualty or a partial condemnation pursuant to the provisions of the Lease;
- (f) bound by any modification or amendment that materially increases Landlord's obligations or materially decreases Tenant's obligations under the Lease, or any renewal of the Lease (other than pursuant to exercise of the extension Options set forth in the Lease) made without such Successor Landlord's consent;
- of credit, unless and until such security deposit actually is paid or such letter of credit is actually delivered to such Soccessor Landlord; or
- (h) liable for the payment of any unfunded tenant improvement allowance, refurbishment allowance or similar obligation (other than the Allowance set forth in the Lease).
- In the event Landlard shall fail to perform or observe any of the terms, conditions 6. or agreements in the Lease, Tenant small give written notice thereof to Lender and Lender shall have the right (but not the obligation) to ture such failure. Tenant shall not take any action with respect to such failure under the Lease, including, without limitation, any action in order to terminate, rescind or avoid the Lease or to with hold any rent thereunder, for a period of thirty (30) days after receipt of such written notice by Lender; provided, however, that in the case of any default which cannot with diligence be cured within said 30-day period, if Lender shall proceed promptly to cure such failure and thereafter prosecute the curing of such failure with diligence and continuity, the time within which such failure may be cured shall be extended for such period as may be necessary to complete the curing of such failure with diligence and continuity. Notwithstanding any provision hereof, the Lender's cure period shall in no event exceed 60 days after the expiration of the cure period, if any, provided to the Landlord under the Lease (if no cure period is provided to Landlord under the lease, the Lender's cure period shall be 60 days) unless the subject default cannot with diligence be cured within said 60-day period, provided Lender shall proceed promptly to cure such failure and thereafter prosecute the curing of such failure with diligence and continuity, in which case the time within which such failure may be cured shall be extended for such period as may be necessary to complete the curing of such failure with diligence and continuity.
- 7. Tenant shall not, without obtaining the prior written consent of Lender, (a) enter into any agreement amending or modifying the Lease in a manner that materially increases Landlord's obligations or materially decreases Tenant's obligations under the Lease, or terminating the Lease (except as expressly provided in Section 2(r) of the Lease), (b) prepay any of the rents, additional rents or other sums due under the Lease for more than one (1) month in advance of the due dates thereof, (c) voluntarily surrender the Premises or terminate the Lease

without cause or shorter he ern hereof, except to otherwise provided in the Lease, or (d) assign the Lease or sublet the premises demised under the Lease or any part thereof other than pursuant to the provisions of the Lease; and any such amendment, modification, termination, prepayment, voluntary surrender, assignment or subletting, without Lender's prior consent, shall not be binding upon Lender.

- 8. All notices, requests or consent required or permitted to be given under this Agreement must be in writing and sent by certified mail, return receipt requested or by nationally recognized overnight delivery service providing evidence of the date of delivery, with all charges prepaid, addressed to the appropriate party at the address set forth above.
- Agreement will be satisfied solely out of Successor Landlord's interest in the Property and any rents, income, equity and proceeds therefrom, and Tenant will not seek recovery against or out of any other asse's of Successor Landlord. Successor Landlord will have no liability or responsibility for any obligations under the Lease that arise subsequent to any transfer of the Property by Successor Landlord.
- 10. This Agreement is governed by and will be construed in accordance with the laws of the state or commonwealth in which the Property is located.
- 11. Lender and Tenant waive trial by jury in any proceeding brought by, or counterclaim asserted by, Lender of Tenant relating to this Agreement.
- 12. If there is a conflict between the terms of the Lease and this Agreement, the terms of this Agreement will prevail as between St ccessor Landlord and Tenant.
- 13. This Agreement binds and inures to the benefit of Lender and Tenant and their respective successors, assigns, heirs, administrators, executors, agents and representatives.
- 14. This Agreement contains the entire agreement between Lender and Tenant with respect to the subject matter of this Agreement, may be executed in counterparts that together constitute a single document and may be amended only by a writing signed by Lender and Tenant.
- 15. This Agreement is not effective unless and until a fully executed copy is delivered to Tenant.
- 16. Terms delineated with an initial capital letter but not defined herein shall have the definitions set forth in the Lease.

IN WITNESS WHITEOI, Terant has executed this Agreement sof the date first above written.

TENANT:

ARCADIA GROUP (USA) LIMITED, a company registered in England and authorized to do business in Illinois

By: Name: mrector Title:

By: Name: Title: DIKEITUR

ss:

I, a Notary Public in and for the aforeseid jurisdiction, do hereby certify that as, or satisfactorily proved to be, the persons named as, the Control and of According GOVD (WA) his the foregoing in the foregoing Subordination, Non-Disturbance and Attornment Agreeraent bearing date as of Tune, 2011, personally appeared before me in the said jurisdiction, and acknowledged the same to be the act and deed of said organization, and delivered the same as such.

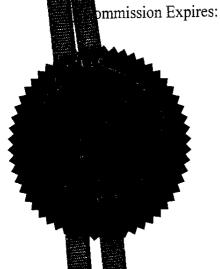
GIVEN under my hand and official seal this

My Commission is for life

MARIA VICTORIA Notary F

London, Estated

LEZ



1119645031 Page: 6 of 13

TNESS WHEREOF, he Land Ord has executed this Agreement as of the date first above written.

BORROWER:

GROSVENOR INTERNATIONAL (AMERICAN FREEHOLDS) LIMITED, a

Nevada corporation

By:

Name: Title:

his Emanual Officer

Droporty Ox Cook By:

Name:

ALAN V. CHAMORRO

SR. VICE PRESIDENT Title:

BBCAF-VRC, LLC, a Delaware limited liability company

By:

Monald W Stan

Name:

Title: Manager

By:

Name:

OFFICE OFFICE Title: Manager

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ACKNOWLEDGMENT

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State of California				
County of San Francisco	4.6.			
June 23,2011	•	1 - if Oille	t Nlotomi	Dublio
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		Alan V. Char		,
who proved to me on the basis of subscribed to the within instrumen his/her/their authorized capacity(is person(s), or the entity upon behalf	t and acknow es), and that b	ledged to me th v his/her/their s	nat he/she/th signature(s)	ney executed the same in on the instrument the
I certify under PENALTY OF PER. paragraph is true and correct.				
WITNESS my hand and official se	al.)		Commission # 1827062 Notary Public - California San Francisco County My Comm. Expires Dec 16, 2012
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CIVIL CODE § 1189

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ounty of San Francisco	Ì
on <u>Sune 23, 20//</u> before me, _	Here Insert Name and Title of the Officer
arnapally appeared & sa ham	Pauline M Taylor Notary Public, Here insert Name and Title of the Officer Maloney and Ronald W. Garrity Name(s) of Signer(s)
ersonally appeared Drockers	Name(s) of Signer(s)
	,
	who proved to me on the basis of satisfactory
0,	evidence to be the person(s) whose name(s) ware
100	subscribed to the within instrument and acknowledged
	to me that he/she/they executed the same in his/he/their authorized capacity(ies), and that by
PAULINE M. TAYLOR	hishes their signature (\$\frac{1}{2}\$ on the instrument the
Commission 776145 Notary Public Control	person(s) or the entity upon behalf of which the
San Francisco County	person(s) acted, executed the instrument.
My Comm. Expires Oct 2 5, 2011	1 titdea DENALTY OF DED HIPV under the
	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
·	paragraph is true and correct.
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	พเสาESS my hand and official seal.
	Signature Pauli M. Tayla Signature of Notary Flublic OPTIONAL
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State of New York) ss:
ounty of New York)
I, a Notary Public in and for the aforesaid jurisdiction, do hereby certify that and I ame I, bedery, who are personally well known to me as, or satisfactorily proved to be, the persons named as Ivector and In the foregoing in the foregoing in the foregoing in the foregoing Subordination, Non-Disturbance and Attornment Agreement bearing date as of July 7th, 2011, personally appeared before me in the said jurisdiction, and acknowledged the same to be the act and deed of said organization, and delivered the same as such.
GIVEN urue my hand and official seal this, 2011.
Monin Ful Comments
My Commission Expires: GLORIA PHILLIPS-JONES NOTARY PUBLIC, State of New York No. 01 PH6172421 Qualified in Queens County Term Expires August 13, 2011
) ss:
I, a Notary Public in and for the aforesaid jurisdiction. do hereby certify that and, who are personally well known to me
as, or satisfactorily proved to be, the persons named as and of in the foregoing ir the foregoing
Subordination, Non-Disturbance and Attornment Agreement bearing dat as of, 2011, personally appeared before me in the said jurisdiction, and acknowledged the same to be the act and deed of said organization, and delivered the same as such.
GIVEN under my hand and official seal this, 2011.
Notary Public
My Commission Expires:

[SIGNATURES CONTINUED ON NEXT PAGE]

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IN WITNESS WHEREOF, Lender has executed this Agreement as of the date first above written.

LENDER:

CRÉDIT AGRICOLE CORPORATE & INVESTMENT BANK (as Administrative Agent)

Property of Coot County Clerk's Office

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SCHEDULE A

THAT PART OF LOTS 1 AND 2, TAKEN AS A TRACT, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, ALONG THE SOUTH LINE OF LOTS 1 AND 2, A DISTANCE OF 186.19 FEET; THENCE NORTH 0 DEGREES, 02 MINUTES, 05 SECONDS WEST 107.26 FEET TO THE NORTH LINE OF LOT 2;

THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, ALONG THE NORTH LINE OF LOTS 1 AND 2, A DISTANCE OF 186.65 FEET TO THE NORTHEAST CORNER OF LOT 1; THENCE SOUTH 0 DEGREES, 12 MINUTES, 49 SECONDS WEST, ALONG THE EAST LINE OF LOT 1, A DISTANCE OF 107.26 FEET TO THE SCUTHEAST CORNER OF SAID LOT BEING THE POINT OF BEGINNING OF THE HEREINABOVE DESCRIBED TRACT, ALL IN FERRY'S SUBDIVISION OF PART OF BLOCK 20 IN CANAL TRUSTEE'S SUBDIVISION OF THE SOUTH FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD FRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CONTAINED IN EASEMENT AGREEMENT DATED NOVEMBER 19, 1993 AND RECORDED NOVEMBER 26, 1993 AS DOCUMENT 93965528, MADE BY AND BETWEEN LASALLE NATIONAL TRUST, N.A., AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 20, 1993 AND KNOWN AS TRUST NUMBERS 118065 AND 118066 (COLLECTIVELY, THE "CHESTNUT TRUSTEE") AND AMERICAN FREEHOLDS, A NEVADA GENERAL PARTNERSHIP ("AMERICAN FREEHOLDS") GRANTING A NON-EXCLUSIVE EASEMENT IN FAVOR OF AMERICAN FREEHOLDS AND TO THE OWNERS AND TENANTS FROM TIME TO TIME OF THE AMERICAN PROPERTY AND THEIR RESPECTIVE TENANTS, SUBTENANTS, LICENSEES,

CONCESSIONAIRES, SUPPLIERS, AGENTS, EMPLOYEES AND INVITES THE EASEMENT AREA LOCATED UPON THE CHESTNUT PROPERTY FOR THE PURPOSE OF INGRESS AND EGRESS, DELIVERIES, LOADING AND UNLOADING, TRASH REMOVAL, TEMPORARY PARKING OF DELIVERY AND SERVICE TRUCKS AND VEHICLES, AND PROVIDING ACCESS TO AND FROM THE SERVICE WAYS, CORRIDORS AND FREIGHT ELEVATORS LOCATED ON THE AMERICAN PROPERTY, (SUCH EASEMENT AREA, AND ALL REPLACEMENT AREAS THEREOF, BEING HEREINAFTER COLLECTIVELY CALLED THE "LOADING DOCK").

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PARCEL 3:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CONTAINED IN EASEMENT AGREEMENT DATED NOVEMBER 19, 1993 AND RECORDED NOVEMBER 26, 1993 AS DOCUMENT 93965531, MADE BY AND BETWEEN LASALLE NATIONAL TRUST, N.A., AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 20, 1993 AND KNOWN AS TRUST NUMBERS 118065 AND 118066 (COLLECTIVELY, THE "CHESTNUT TRUSTEE") AND AMERICAN A NEVADA GENERAL PARTNERSHIP ("AMERICAN FREEHOLDS") GRANTING A NON-EXCLUSIVE EASEMENT IN FAVOR OF AMERICAN FREEHOLDS AND TO THE OWNERS FROM TIME TO TIME OF THE AMERICAN PROPERTY, THEIR RESPECTIVE TENANTS, SUBTENANTS, LICENSLES, CONCESSIONAIRES, SUPPLIERS, AGENTS, EMPLOYEES AND INVITEES, AN EASEMENT AND THE RIGHT AND PRIVILEGE TO USE THE EASEMENT AREA FOR: (I) PEDESTRIAN INGRESS AND EGRESS TO AND FROM THE FIFTH FLOOR OF THE RETAIL BUILDING, AND (ii) THE CONSTRUCTION, MAINTENANCE, REPAIR AND REPLACEMENT OF THE ABOVE DESCRIBED ENTRANCE AND DOORS (SUCH ENTRANCE IMPROVEMENTS AND DOORS, AND ALL REPLACEMENTS THEREOF, BEING HEREAFTER COLLECTIVELY CALLED THE "PEDESTRIAN ENTRANCE IMPROVEMENTS").

PARCEL 4:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CONTAINED IN EASEMENT AGREEMENT DATED NOVEMBER 19, 1993 AND RECORDED NOVEMBER 26, 1993 AS DOCUMENT 93965530, MADE BY AND BETWEEN LASALLE NATIONAL TRUST, N.A., AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 20, 1993 AND KNOWN AS TRUST NUMBERS 118065 AND 118066 (COLLECTIVELY, THE "CHESTNUT TRUSTEE") AND AMERICAN ("AMERICAN A NEVADA GENERAL PARTNERSHIP FREEHOLDS. FREEHOLDS") IN FAVOR OF AMERICAN FREEHOLDS AND TO THE OWNERS FROM TIME TO TIME OF THE AMERICAN PROPERTY, A NON-EXCLUSIVE EASEMENT AND THE RIGHT AND PRIVILEGE TO USE THE EASEMENT AREA, IN COMMON WITH THE OWNERS, OCCUPANTS, TENANTS, AND PAVITEES OF THE CHESTNUT PROPERTY AND THEIR SUCCESSORS AND ASSIGNS, FOR: (1) THE USE OF THE EASEMENT AS A MEANS OF EMERGENCY EGRESS FROM THE AMERICAN PROPERTY AND THE CHESTNUT PROPERTY, TO PEARSON STREET, AND (ii) FOR THE CONSTRUCTION, MAINTENANCE, REPAIR AND REPLACEMENT OF THE FIRE WALL AND ALARM EQUIPMENT AND SYSTEMS AS MAY BE REASONABLY LOCATED WITHIN THE EASEMENT AREA (SUCH WALL, DOORS, AND LIGHTING AND ALARM EQUIPMENT AND SYSTEMS, AND ALL REPLACEMENT THEREOF, BEING HEREINAFTER COLLECTIVELY CALLED THE "EMERGENCY CORRIDOR IMPROVEMENTS").

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PARCEL 5:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CONTAINED IN EASEMENT AGREEMENT DATED NOVEMBER 19, 1993 AND RECORDED NOVEMBER 26, 1993 AS DOCUMENT 93965529, MADE BY AND BETWEEN LASALLE NATIONAL TRUST, N. A., AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 20, 1993 AND KNOWN AS TRUST NUMBERS 118065 AND 118066 (COLLECTIVELY THE "CHESTNUT TRUSTEE") AND AMERICAN FREEHOLDS, A NEVADA GENERAL PARTNERSHIP ("AMERICAN FREEHOLDS") IN FAVOR OF AMERICAN FREEHOLDS AND TO THE OWNERS TIME.

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LILIA: \$30 N. Michigan A.

PIN: 17.03.225.127.0000 FROM TIME TO TIME OF THE AMERICAN PROPERTY, AN EXCLUSIVE EASEMENT AND THE RIGHT AND PRIVILEGE TO USE THE EASEMENT AREA