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Prepared by

Recording Requested By
And When Recorded Mail To:

John A. Decker, Esquire
Hunton & Williams LLP
Bank of America Plaza, Suite 4100
600 Peachtree Street, N.E.
Atlanta, Georgia 30308-2216



Parcel Number:

17-16-210-007-0000

Address:

120 South LaSalle Street
& 183 West Monroe Street
Chicago, Illinois 60603

Doc#: 1327745069 Fee: \$56.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/04/2013 02:15 PM Pg: 1 of 10

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "**Agreement**") is made as of October 1, 2013, by and among **SUNTRUST BANK**, a Georgia banking corporation, as Administrative Agent for certain other lenders (the "**Lenders**"), (in such capacity, together with its successors and/or assigns "**Agent**"), in connection with that certain Loan Agreement, dated as of October 1, 2013 (as amended, restated, extended, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), by and among Landlord (as hereinafter defined) and certain other borrower parties, Administrative Agent and the lenders party thereto from time to time, **TR 120 S. LASALLE CORP.**, a Delaware corporation (together with its successors and/or assigns "**Landlord**"), and **THE PRIVATEBANK AND TRUST COMPANY**, an Illinois chartered bank (together with its successors and/or assigns "**Tenant**").

Recitals:

A. As security for certain loans and financial accommodations from Agent and Lenders to Landlord (the "**Loan**"), Landlord has executed in favor of Agent, for the ratable benefit of the other Lenders, a Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (as now or hereafter increased, amended, restated, modified, supplemented, consolidated, replaced, substituted, extended and/or renewed from time to time, the "**Security Instrument**") recorded or to be recorded in with the Recorder of Cook County, Illinois, which encumbers certain real property and improvements known as 120 South LaSalle Street, Chicago, Illinois 60603, as more particularly described in **Exhibit A** attached hereto (the "**Property**").

B. Landlord and Tenant have entered into that certain **Lease** dated April 25, 2008, as modified by that certain First Amendment to Lease dated August 22, 2008, and by that Second

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Amendment to Lease dated June 30, 2009, and by that certain Agreement of Consent to Sublease dated June 30, 2009, and by that certain Letter Agreement dated June 30, 2009, and by that certain Pledge Depository Agreement dated March 11, 2010, and by that certain Third Amendment to Lease dated March 17, 2010, and by that certain Fourth Amendment to Lease dated March 23, 2011, and by that certain License Agreement dated February 24, 2012, and by that certain Agreement to Consent to License between Landlord and Tenant dated July 12, 2012, (as amended from time to time, the "Lease"), covering a portion of the Property (the "Premises").

C. Agent has required the execution of this Agreement as a condition to making the Loan.

D. Agent, Landlord and Tenant have agreed to the following with respect to their mutual rights and obligations pursuant to and under the Lease and the Security Instrument.

NOW, THEREFORE, the parties hereby agree as follows:

1. **Subordination**. All of Tenant's right, title and interest in and to the Property and/or the Premises, the Lease and all rights, remedies and options of Tenant under the Lease are and shall remain unconditionally subject and subordinate to the Security Instrument and the lien thereof, to all the terms, conditions and provisions of the Security Instrument, to each and every advance made or hereafter made under the Security Instrument, and to all increases, amendments, modifications, supplements, consolidations, replacements, substitutions, extensions and renewals of the Security Instrument so that at all times the Security Instrument shall be and remain a lien on the Property and the Premises prior and superior to the Lease for all purposes.

2. **Non-Disturbance**. Provided that: (i) the Lease is then in full force and effect; and (ii) Tenant is not then in default under the Lease beyond any applicable grace or cure periods provided in the Lease, then the Lease shall not be extinguished or terminated by an action or proceeding to foreclose or otherwise enforce the Security Instrument or by a conveyance in lieu of foreclosure, but rather, the Lease shall continue in full force and effect and the owner of the Property and Premises following a foreclosure sale or conveyance in lieu of foreclosure ("**New Owner**") shall recognize and accept Tenant as tenant under the Lease.

3. **Attornment**. Upon Tenant's receipt of notice from time to time that Agent or any other party has become the New Owner, Tenant will attorn to and recognize such New Owner as its substitute landlord under the Lease. Tenant's attornment to and recognition of New Owner pursuant to this Agreement will be effective and self-operative immediately upon Tenant's receipt of such notice without the execution or delivery of any further instrument. Tenant will execute and deliver an instrument acknowledging Tenant's attornment to and recognition of New Owner in accordance with the terms of the Lease.

4. **New Owner**. New Owner will be bound, as the landlord, to Tenant under all covenants and conditions of the Lease for the remainder of the term of the Lease and any renewal or extension thereof pursuant to the terms of the Lease, except that New Owner:

- (a) will not be bound by any provision of the Lease restricting the use of any properties owned by New Owner, other than the Property and the Premises;
- (b) will not be bound by any amendment, supplement or other modification of the Lease after the date hereof which was not consented to in writing by Agent;

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- (c) will not be liable for any act, omission, or breach by any landlord under the Lease which occurs prior to the date New Owner acquires title to and possession of the Property and the Premises;
- (d) will not be liable for the return of any security deposit given by Tenant to Landlord except to the extent actually received by New Owner
- (e) will not be liable under any covenant or warranty in the Lease with regard to the construction of improvements on the Property and/or the Premises, nor for any delays in completion of construction, nor for any implied warranty relating to the construction on the Property and/or the Premises, that has occurred prior to the date New Owner acquires title to and possession of the Property;
- (f) will, upon any sale or other transfer by New Owner of its interest in the Property and the Premises, automatically be released and discharged from all liability thereafter accruing under the Lease; and

Tenant shall look only to the estate and property of New Owner in the Property and the Premises 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 New Owner as the landlord under the Lease, and no other property or assets of New Owner shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under or with respect to the Lease.

5. Estoppel Certificates. Whenever reasonably requested by Agent, Landlord and Tenant from time to time shall severally execute and deliver to Agent within fifteen (15) business days of such request, and without charge to Agent, an estoppel certificate setting forth whatever reasonable information Agent may require to confirm the current status of the Lease including, without limitation, a confirmation that the Lease is and remains in full force and effect or a statement that it does not remain in full force and effect, as applicable.

6. Payments to Agent. Landlord and Tenant acknowledge that Landlord's interest under the Lease and the rent and all other sums due thereunder have been assigned to Agent as part of the security for the Loan secured by the Security Instrument. Landlord and Tenant agree that in the event that Agent notifies Tenant of any event of default under the Security Instrument and demands that Tenant pay rent and all other sums due under the Lease to Agent, Tenant agrees that it shall pay rent and all other future sums due under the Lease after the New Owner acquires title to and possession of the Property directly to Agent without notice to or the consent of Landlord and without any obligation on the part of Tenant to determine whether or not the Security Instrument is in fact in default. Until Tenant receives such request from Agent, Tenant will pay all of said rent to Landlord in accordance with the provisions of the Lease.

7. Miscellaneous.

a. **Notices.** Any notice required or permitted to be given by any party under the terms of this Agreement shall be deemed to have been given on the date the same is deposited in the United States Mail registered or certified, return receipt requested, postage prepaid, or deposited with Federal Express, Airborne or another reputable overnight courier, addressed to the party to which the notice is to be given at the address set forth below, or at any other address specified in a notice given by such party to the others not less than ten (10) days prior to the effective date of the address change:

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If to Agent:

SunTrust Bank
c/o Agency Services
Mail Code: GA-Atlanta-7662
303 Peachtree Street, N.E., 25th Floor
Mail Code 7662
Atlanta, Georgia 30308
Attention: Doug Weltz, Director
Telecopy Number: (404) 221-2001

with copies to:

SunTrust Bank
Mail Code: GA-ATL-0661
303 Peachtree Street, N.E. Suite 2901
Atlanta, GA 30308
Attention: Dar Marles
Telecopy Number: (404) 813-7039

and

Hunton & Williams LLP
Bank of America Plaza, Suite 4100
600 Peachtree Street, N.E.
Atlanta, GA 30308
Attention : John Decker
Telecopy Number: (404) 602-9025

If to Landlord:

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TR 120 S. LaSalle Corp.
120 North LaSalle Street, Suite 1750
Chicago, IL 60602
Attention: Jenifer A. Ratcliffe

If to Tenant:

The Private Bank and Trust Company
120 S. LaSalle
Chicago, IL 60603

Attention Facilities Management

and

The Private Bank and Trust Company
120 S. LaSalle Street
Chicago, IL 60603
Attention: General Counsel

b. **Notice of Default.** Tenant will provide to Agent each notice of default by Landlord, as and when it provides such notice to Landlord, and Agent will have the right, but not the obligation, to cure any such default within 15 days after the expiration of the time provided in the Lease to Landlord to cure such default, provided that if Agent, acting with diligence, cannot cure such default within such 15-day period, Agent's commencement of a remedy within such 15-day period will be sufficient so long as a cure is effected within a reasonable time. Tenant agrees not to exercise any of its remedies in connection with any default notice to Landlord until the expiration of the cure period provided to Agent by this Agreement, and Tenant agrees to accept any cure from Agent as if made by Landlord. Notwithstanding the foregoing, unless Agent otherwise agrees in writing to assume any obligations of Landlord under the Lease, Agent shall not be deemed to have assumed such obligations by virtue of its exercise of its rights to cure or commencement of remedies under this paragraph, and Landlord shall remain solely liable to perform Landlord's obligations under the Lease, both before and after Agent's exercise of any right or remedy under this Agreement.

c. **No Advance Rent.** Tenant will not pay the rent or any other sums due under the Lease more than one (1) month in advance, except upon the prior written consent of Agent.

d. **No Modification or Termination.** Neither Landlord nor Tenant will cancel or terminate the Lease or amend, modify, supplement, or in any manner alter any of its terms without the prior written consent of Agent.

e. **No Other Subordination.** Neither Landlord nor Tenant will, during the term of the Security Instrument, consent to or knowingly cause the Lease to become subordinate to the

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lien of any deed of trust, mortgage, deed to secure debt or other security instrument in favor of any person or entity other than Agent.

f. **Successors and Assigns.** This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns, including any New Owner.

g. **Governing Law.** This Agreement and the Lease will be governed by and construed and interpreted in accordance with the internal laws of the State of Illinois.

h. **Counterparts.** This Agreement may be signed in counterparts and each counterpart shall be effective as an original when counterparts have been signed by all parties.

[Signatures and Acknowledgements Appear on Following Pages]

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IN WITNESS WHEREOF, this Subordination, Non-Disturbance and Attornment Agreement has been duly executed as of the day and year first above written.

AGENT:

SUNTRUST BANK,
a Georgia banking corporation

By: Dan Maples
Name: Dan Maples
Title: Senior Vice President

STATE OF GEORGIA)
COUNTY OF FULTON)

SS.:

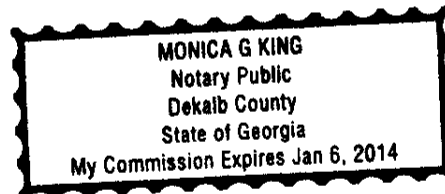
I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that DAN MAPLES, personally known to me to be a Senior Vice President of SunTrust Bank, a Georgia corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that he, being thereunto duly authorized, signed and delivered said instrument as the free and voluntary act of said corporation as his own free and voluntary act, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal, this 1ST day of OCTOBER 2013.

Monica G King
Notary Public

My commission expires:

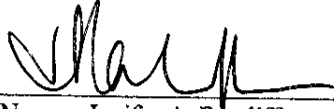
JANUARY 6, 2014



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LANDLORD:

TR 120 S. LaSalle Corp.

By: 
Name: Jenifer A. Ratcliffe
Title: President


STATE OF _____)

COUNTY OF _____)

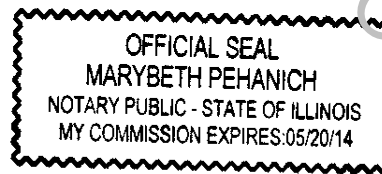
SS.:

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Jenifer Ratcliffe, personally known to me to be the President of TR 120 S. LaSalle Corp., a Delaware corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that he, being thereunto duly authorized, signed and delivered said instrument as the free and voluntary act of said corporation as his own free and voluntary act, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal, this 1st day of October, 2013.


Notary Public

My commission expires: 5/20/14



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EXHIBIT A

LEGAL DESCRIPTION

120 South LaSalle

THE EAST ½ OF LOT 2, ALL OF LOT 3 AND THAT PART OF LOT 4 LYING WEST OF THE WEST LINE OF LASALLE STREET (EXCEPT THE SOUTH 10 FEET OF SAID LOTS TAKEN FOR ALLEY) IN BLOCK 96 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

Tax Parcel No. 17-16-210-007-0000

Property of Cook County Clerk's Office