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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/07/2014 01:18 PM Pg: 1 of 13

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Recorders use only
This document was prepared by,
and after recording, return to:

DC-505 North Railroad Avenue, LLC
c/o Carter Validus Properties, LLC
4211 W. Boy Scout Blvd., Suite 500
Tampa, FL 33607
Attn: John L. Carter

Permanent Tax Index Number:
12-31-200-023-0000

Property Address:
505 Railroad Avenue
Northlake, Illinois 60164

SUBORDINATION, NON-DISTURBANCE, RECOGNITION, AND ATTORNMEN AGREEMENT

This SUBORDINATION, NON-DISTURBANCE, RECOGNITION AND ATTORNMEN AGREEMENT dated as of August 21, 2014 (the "Agreement"), is executed by and among DC-505 NORTH RAILROAD AVENUE, LLC, a Delaware limited liability company (the "Landlord"), COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC, a Delaware limited liability company (the "Tenant"), and BANK OF AMERICA, N.A., a national banking association, as Administrative Agent for a group of lenders (the "Lender").

RECITALS:

A. The Lender is the mortgagee under that certain [Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing] dated August 21, 2014, recorded on August 27, 2014 as Document No. 1423913045 in the Official Records of Cook County in the State of Illinois (as amended from time to time, the "Mortgage"), which Mortgage encumbers the Real Estate (as hereinafter defined) and secures a principal indebtedness in the amount of One Hundred Five Million Eight Hundred Fifty Thousand and 00/100 Dollars (\$105,850,000.00).

B. The Tenant has entered into that certain lease agreement dated as of November 13, 2010 with the Landlord, as amended by that certain First Amendment to Lease dated as of March 9, 2011 (last executed July 1, 2011) and that certain Second Amendment to Lease dated as of December 22, 2011 (as so amended, the "Lease Agreement", the Lease Agreement, together with Exhibits, Addenda, amendments and modifications thereof, being collectively referred to herein as the "Lease"), pursuant

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to which the Tenant has leased certain premises (the "Leased Premises") consisting of approximately 46,075 of gross square feet of space in the building ("Building") on the parcel of land (the "Land"; the Land and Building being collectively referred to herein as the "Real Estate") legally described on Exhibit A attached hereto and made a part hereof. Capitalized terms used in this Agreement and not otherwise defined in the Agreement shall have their respective meanings as defined in the Lease.

NOW, THEREFORE, 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, the parties hereby covenant and agree as follows:

AGREEMENTS:

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

2. The Tenant has executed and delivered to the Lender that certain Tenant Estoppel Certificate dated on or about the date hereof (the "Estoppel Certificate"). The provisions of the Estoppel Certificate are hereby incorporated into this Agreement as if fully set forth in this Agreement in their entirety, and the Tenant acknowledges that the Lender will be relying on the statements made in the Estoppel Certificate in determining whether to disburse the proceeds of the loan secured by the Mortgage and whether to enter into this Agreement.

3. Subject to the terms and conditions of this Agreement, the Tenant covenants with the Lender that the Lease shall be subject and subordinate to the lien and all other provisions of the Mortgage and to all 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 Mortgage had been executed and delivered prior to the execution and delivery of the Lease.

4. The Tenant acknowledges that the Landlord has collaterally assigned to the Lender any and 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. In connection therewith, the Tenant agrees that, upon receipt of a notice from the Lender of a default by the Landlord under such assignment and a demand by the Lender for direct payment to the Lender of the rents due under the Lease, the Tenant will honor such demand and make all subsequent rent payments directly to the Lender, provided that Lender first provides Tenant with an executed W9 and an executed payee profile form substantially in the form attached hereto as Exhibit B.

5. The Lender agrees that so long as the Lease is in full force and effect:

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

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

6. Except as provided in this Agreement, prior to pursuing any remedy available to the Tenant under the Lease, at law or in equity as a result of any failure of the Landlord to perform or observe any covenant, condition, provision or obligation to be performed or observed by the Landlord under the Lease (any such failure being hereinafter referred to as a "Landlord's Default"), the Tenant shall: (a) provide the Lender with a notice of the Landlord's Default, specifying the nature thereof, and the section of the Lease under which such Landlord's Default arose, and (b) allow the Lender not less than thirty (30) days following receipt of notice of the Landlord's Default to cure the same; provided, however, that, if such Landlord's Default is not readily curable within such thirty (30) day period, the Tenant shall give the Lender such additional time as the Lender may reasonably need to obtain possession and control of the Real Estate and to cure such Landlord's Default so long as the Lender is diligently pursuing a cure. Except as provided in this Agreement, the Tenant shall not pursue any remedy available to it as a result of any Landlord's Default unless the Lender fails to cure same within the time period specified above. For purposes of this Section 6, a Landlord's Default shall not be deemed to have occurred until all grace and/or cure periods applicable thereto under the Lease have lapsed without the Landlord having effectuated a cure thereof. Notwithstanding anything to the contrary in this Agreement:

- (a) Tenant shall not be required to give Lender notice of any Service Level Failure; and
- (b) Lender shall not have any additional time to cure any Service Level Failure.

7. If the Lender or any future holder of the Mortgage shall become the owner of the Real Estate by reason of foreclosure of the Mortgage or otherwise, or if the Real Estate shall be sold as a result of any action or proceeding to foreclose the Mortgage or transfer of ownership 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 the 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 subsection (b) below), and in such event:

(a) The 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 the extension periods, if the Tenant elects or has elected to exercise its options to extend the term), and the 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 the Lender exercises its remedies then the Tenant shall execute such additional documents evidencing such attornment as may be required by applicable law, and

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provided that Tenant shall not be obligated to pay any rent or other amounts due under the Lease until such new owner has provided Tenant with an executed W9 and an executed payee profile form substantially in the form attached hereto as Exhibit B);

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

(i) liable for any act or omission of any prior landlord (including the Landlord) that is not then continuing under the Lease; provided, however, that the Tenant's sole remedy against such owner with respect to any act or omission of any prior landlord (including Landlord) that is then continuing under the Lease shall be to assert against such new owner any offsets or abatements of rent or Service Level Credits or other defenses which the Tenant has against any landlord under the Lease (including the Landlord) (subject to the limitation set forth in clause (ii) below);

(ii) subject to any offsets, abatements, or defenses which the Tenant has against any prior landlord (including the Landlord) except for Service Level Credits, and unless the Tenant shall have provided the Lender with (A) notice of the Landlord's Default that gave rise to such offset or defense, and (B) the opportunity to cure the same, all in accordance with the terms of Section 6 above, but subject to the exceptions set forth in Section 6;

(iii) bound by any base rent, percentage rent, additional rent or any other amounts payable under the Lease which the Tenant might have paid in advance for more than the current month to any prior landlord (including the Landlord), other than advance payments of additional rent due to payments of Taxes pursuant to Section 4.2 of the Lease, any estimated payments by Tenant of operating expenses pursuant to Section 4.4 of the Lease, and the estimated payments by Tenant for power pursuant to Section 11 of the Lease;

(iv) liable to refund or otherwise account to the Tenant for any security or other deposits not actually paid over to such new owner by the Landlord;

(v) bound by any amendment or modification of the Lease made without the Lender's consent, which consent Lender shall not unreasonably withhold or delay;

(vi) 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 the Landlord); or

(vii) personally liable or obligated to perform any such term, covenant or provision, such new owner's liability being limited in all cases to its interest in the Real Estate and all rents and proceeds arising therefrom.

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8. The Tenant hereby agrees that it will not agree with the Landlord to terminate the Lease or any portion thereof (except pursuant to termination rights expressly granted to Tenant under the Lease).

9. The Tenant and the Landlord hereby acknowledge and agree as follows with respect to the Lease:

(a) Section 12.5 of the Lease is not intended to, and shall not, override the provisions of Section 12.2(f) of the Lease; and

(b) Section 18.4.2 of the Lease is not intended to, and shall not, exculpate Guarantor from its obligations under the Guaranty.

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

To the Lender:

Bank of America, N.A.
100 North Tryon Street
NC1-007-11-15
Charlotte, NC 28255
Attention: Commercial Real Estate Banking Group

With a copy to:

Bank of America, N.A.
Nexsen Pruet, LLC
227 West Trade Street, Suite 1550
Charlotte, NC 28202
Attn: Keith A. Mrochek

If to Landlord:

DC-505 North Railroad Avenue, LLC
c/o Carter Validus Properties, LLC
4211 W. Boy Scout Blvd., Suite 500
Tampa, FL 33607
Attn: John E. Carter

With a copy to:

GrayRobinson, P.A.
201 North Franklin Street, Suite 2200
Tampa, Florida 33602
Attn: Stephen L. Kussner

To the Tenant:

Comcast Cable Communications Management, LLC
1354 Boot Road
West Chester, PA 19380

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Attn: Executive Director, National Data Center Services

With a copy to:

Comcast Cable Communications, LLC
One Comcast Center
Philadelphia, PA 19103
Attention: General Counsel

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 section 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.

11. The Landlord and Tenant each acknowledges and agrees that the Lender will be relying on the respective representations, warranties, covenants and agreements of the Landlord and/or Tenant contained herein. The Lender acknowledges and agrees that the Tenant will be relying on the agreements of the Lender contained herein.

12. Effective only upon the execution of this Agreement by Landlord, Tenant, and Lender, and the delivery to Landlord, Tenant, and Lender of a fully executed counterpart of this Agreement, 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 the Lender, all of whom are entitled to rely upon the provisions hereof. This Agreement shall be governed by the laws of the State of Illinois.

13. This Agreement may be executed in multiple counterparts with signature to each such counterpart being deemed signature to all such counterparts, each of which shall be deemed and original and all of which such counterparts together shall constitute one and the same Agreement.

[Signature Pages Follow]

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IN WITNESS WHEREOF, the parties hereto have executed this Subordination, Non-Disturbance, Recognition, and Attornment Agreement as of the day and year first above written.

LENDER:

BANK OF AMERICA, N.A., a national banking association,
as Administrative Agent for a group of lenders

By: George T. Williams Jr.
Name: George T. Williams, Jr.
Title: Vice President

State of South Carolina)
County of Richland)ss)

This instrument was acknowledged before me on Aug 22, 2014, by George T. Williams Jr. as Vice Pres. of BANK OF AMERICA, N.A., a national banking association.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Mary Ann Meyer
Notary Public



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TENANT:

COMCAST CABLE COMMUNICATIONS MANAGEMENT,
LLC, a Delaware limited liability company

By: 

Name: Gerald C. O'Brien
Vice President - Real Estate

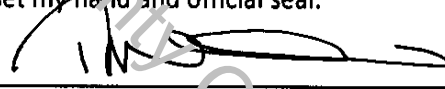
Title: _____

State of PENNSYLVANIA)
County of Philadelphia)

)ss

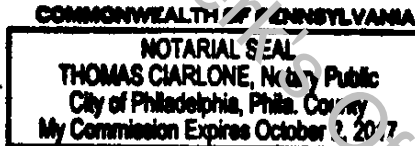
This instrument was acknowledged before me on July 29th, 2014, by
GERALD C. O'BRIEN as VICE PRESIDENT of COMCAST
CABLE COMMUNICATIONS MANAGEMENT, LLC, a Delaware limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Notary Public

{seal}



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LANDLORD:

DC-505 NORTH RAILROAD AVENUE, LLC, a Delaware limited liability company

By: Carter/Validus Operating Partnership, LP, a Delaware limited partnership, Its Sole Member

By: Carter Validus Mission Critical REIT, Inc., a Maryland corporation, Its General Partner

By: [Signature]

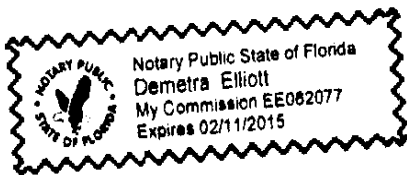
Name: John E. Carter

Title: CEO

State of Florida
County of Hillsborough

This instrument was acknowledged before me on 7/31, 2014, by John E. Carter as CEO of Carter Validus Mission Critical REIT, Inc., a Maryland corporation, General Partner of Carter/Validus Operating Partnership, LP, a Delaware limited partnership, Sole Member of DC-505 NORTH RAILROAD AVENUE, LLC, a Delaware limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



[Signature]
Notary Public (seal)

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Exhibit A
(Legal Description)

LOT 1 IN NORTHLAKE BUSINESS PARK, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 12-31-200-023-0000

*505 N. Railroad Ave
Northlake Ill 60164*

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Exhibit B



Must Check One	
New Partner	[]
Existing Partner*	[]
*Vendor #:	

ACCOUNTS PAYABLE SHARED SERVICES
Comcast Cable Partner Profile Form

Completion of this form is REQUIRED for additions or changes to a supplier master profile.
Note: If you are a multi-dwelling unit property owner, multi-dwelling unit developer, condominium or homeowners association only fill in Sections: A, B, D, and H.

Section A: Company Information	
Xign Enrollment Code: _____	Fed Tax ID: _____
Legal Company Name: _____	D&B #: _____
DBA/Business Name: _____	
Current Address: _____	
City: _____	State: _____ Zip Code: _____
Phone Number: _____	Website: _____
Point of Contact: _____	Title: _____
Email: _____	Phone: _____
Interest in EDI: Yes [] No []	

Section B: Partner Bank Information (for EFT / direct deposit payment)	
<i>Note: It is the responsibility of the Partner to notify Comcast immediately if banking information changes</i>	
Name on Account: _____	Bank Name: _____
ABA Number: _____	Account Number: _____
Remittance Advice Email: _____	

Section C: Ownership	Section D: Tax Payer Classification
Business 51% Owned/Controlled by the Following:	Sole Proprietorship [] Limited Partnership []
Minority Owned [] Women Owned []	General Partnership [] Corporation []
[] African American HUBZone Small Business []	Section E: Business Classification
[] Asian/Indian American Veteran Owned []	Small Business [] Large Business []
[] Asian Pacific American Service Disabled Vet. Owned []	Privately Owned [] Non Profit Org. []
[] Hispanic American Small Disadvantaged Owned []	Publicly Owned [] N/A []
[] Native American N/A []	Subsidiary of Above Named Parent [] Independent []
[] Other: _____	Division of Above Named Parent []
	Affiliate of Above Named Parent []

Section F: Type of Business	
[] Contractor [] Factory Rep. [] Retail Dealer [] Value Added Retailer [] Wholesaler	
[] Distributor [] Manufacturer [] Service Provider [] Other: _____	
[] N/A	

Section G: Certification As a Ethnic or Woman Owned Enterprise	
If applicable, indicate the agency from which your company has been certified as a ethnic or woman owned enterprise, or as a small business enterprise, and attach a copy of your certification. COPY OF CERTIFICATION REQUIRED.	
[] Small Business Administration: (Indicate the locality): _____	Date _____ Specify Locality/Agency _____
[] NMSDC Affiliated Council (List the council name and phone): For listing of council(s) in _____	_____
[] Women's Business Enterprise National Council: www.wbenc.org	_____
[] Other (Specify): _____	_____
The Certification attached applies to:	
[] The Current Address listed above only.	[] Other Locations (List): _____
[] All locations of the Parent Company listed above.	[] N/A

Section H: Verification of Information	
Name of Authorized Rep (Print) _____	Email Address _____
Date _____	Title of Authorized Rep _____

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Form W-9
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	A (Address (number, street, and apt. or suite no.))	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
OR
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulation 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

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LEGAL
Data Entry Notes:
Classification: Legal



Must Check One
New
Existing *
*Complete Applicable Fields

ACCOUNTS PAYABLE SHARED SERVICES
Comcast Cable Legal Payee Profile Form

Completed W-9 must be submitted for new Payee accounts.

Check one:

Individual SS No. _____

Business Fed Tax ID: _____

Section A: Payee Information

Legal Company Name or
Individuals Name: _____

Current Address: _____

City: _____

State: _____ Zip Code: _____

Phone Number: _____

Contact Name: _____

Email: _____

Section B: Bank Information (for EFT/direct deposit payment)

Note: It is the responsibility of the Payee to notify Comcast immediately if banking information changes

Name on Account: _____

Bank Name: _____

ABA Number: _____

Account Number: _____

Remittance Advice Email: _____

Information provided by: _____
(Please Print)

Sign & Date: _____

Email: _____

Phone: _____

Please submit completed form to: chg_vendor_maintenance@cable.comcast.com