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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 09/22/2015 12:59 PM Pg: 1 of 14

PREPARED BY AND UPON RECORDATION
RETURN TO:

Stroock & Stroock & Lavan LLP
200 S. Biscayne Blvd., Suite 3100
Miami, FL 33131
Attention: Ronald A. Kriss, Esq.

100 WEST MONROE FUNDING LLC,
a Delaware limited liability company
(Lender)

and

COCHAN VOLANT, LLC,
a Delaware limited liability company
(Subtenant)

and

100 MONROE RESTAURANT LLC,
an Illinois limited liability company
(Sublandlord)

SUBORDINATION, NON-DISTURBANCE AND
ATTORNMENMENT AGREEMENT

Dated: September 21, 2015

Location: 100 West Monroe Street
Chicago, Illinois

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SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement"), is entered into as of the 21st day of September, 2015, by and among **COCHON VOLANT, LLC**, a Delaware limited liability company, d/b/a Cochon Volant ("Subtenant"), **100 MONROE RESTAURANT LLC**, an Illinois limited liability company ("Sublandlord") and **100 WEST MONROE FUNDING LLC**, a Delaware limited liability company ("Lender").

WITNESSETH:

WHEREAS, this Agreement affects the Property described in Exhibit A attached hereto;

WHEREAS, the terms "Premises", "Restaurant Lease", "Property", "Loan", "Assignment of Leases and Rents", "Note", "Security Instrument", "Event of Default", "Obligations" and "Loan Documents" are defined in the Schedule of Definitions attached hereto as Exhibit B;

WHEREAS, Sublandlord and Subtenant have entered into the Restaurant Lease covering the Premises in the Property;

WHEREAS, Lender will not make the Loan evidenced by the Note, which Note is secured by the Security Instrument covering the Property and the Assignment of Leases and Rents, unless the Restaurant Lease is subordinate to the Security Instrument;

WHEREAS, the parties hereto desire to expressly confirm the subordination of the Restaurant Lease to the Security Instrument and the Assignment of Leases and Rents, it being a condition precedent to Lender's obligation to make the Loan that the Security Instrument and the Assignment of Leases and Rents be at all times prior and superior to the leasehold interests and estate created by the Restaurant Lease; and

WHEREAS, Subtenant has requested that Lender agree not to disturb Subtenant's possessory rights in the Premises in the event Lender should foreclose the Security Instrument or the Assignment of Leases and Rents or Lender should otherwise come into possession of the Premises and, provided that Subtenant is not then in default under the Restaurant Lease and provided further that Subtenant attorns to Lender or the purchaser at any foreclosure sale of the Property or purchaser in lieu of foreclosure, Lender is willing to agree to such request, upon and subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of other good and valuable consideration, the parties agree as follows:

1. Subordination.

Anything to the contrary in the Restaurant Lease notwithstanding, the Restaurant Lease and the leasehold estate created thereby, and all of Subtenant's rights thereunder, are and shall be and shall at all times remain subject, subordinate and inferior to the Security Instrument and the Assignment of Leases and Rents and all rights of Lender thereunder and to any and all renewals, revisions, modifications, consolidations, replacements and extensions thereof. This

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Agreement will have the same force and effect as if the Security Instrument and the Assignment of Leases and Rents have been recorded prior to the Restaurant Lease or any notice thereof.

2. Acknowledgment and Agreement by Subtenant.

Subtenant acknowledges and agrees that:

(a) Subtenant has been advised of the existence of the Security Instrument and the agreements evidencing and securing the Loan; and

(b) From and after the date hereof, in the event of any act or omission by Sublandlord which would give Subtenant the right, either immediately or after the lapse of time, to terminate the Restaurant Lease, to claim a partial or total eviction, to withhold any rent, and/or to otherwise refuse to meet any of Subtenant's obligations to perform under the Restaurant Lease, Subtenant will not exercise any such right:

(i) until it has given written notice of such act or omission to Lender;
and

(ii) until the same period of time as is given to Sublandlord under the Restaurant Lease to cure such act or omission and an additional period of time of thirty (30) days for a monetary default, or for any other default, the number of days reasonably required for Lender to obtain possession of the Property and to cure such default (but in no event less than an additional thirty (30) day period), shall have elapsed following Lender's receipt of such notice.

(c) Subtenant has notice that the Restaurant Lease and the rents and all other sums due thereunder have been assigned or are to be assigned to Lender as security for the Loan secured by the Security Instrument and the Assignment of Leases and Rents. In the event Lender notifies Subtenant of the occurrence of an Event of Default under the Security Instrument and demands that Subtenant pay its rents and all other sums due or to become due under the Restaurant Lease directly to Lender, Subtenant shall honor such demand and pay its rent and all other sums due under the Restaurant Lease directly to Lender or as otherwise authorized in writing by Lender. Sublandlord hereby irrevocably authorizes Subtenant to make the foregoing payments to Lender upon such notice and demand and waives any claim of default under the Lease by reason of Subtenant remitting rents and other sums directly to Lender.

(d) Subtenant shall send a copy of any default notices given Sublandlord under the Restaurant Lease to Lender at the same time and in the same manner such notice is sent to Sublandlord. The failure of Subtenant to send a copy of any default notice shall in no way affect the validity or effect of such notice upon Sublandlord or in regard to the Lease.

(e) Within ten (10) days after Lender's request, Subtenant shall deliver to Lender and/or to any person designated by Lender, estoppel certificates executed by Subtenant and acceptable to Lender in all respects certifying (if such be the case) that the Restaurant Lease is in full force and effect, the date and amount of Subtenant's most recent payment of rent, that there are no defenses or offsets outstanding under the Restaurant Lease (or stating those claimed

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by Subtenant, as the case may be) and such other information about Subtenant or the Restaurant Lease as Lender may reasonably request.

(f) This Agreement satisfies any condition or requirement in the Restaurant Lease relating to the granting of a nondisturbance agreement.

(g) Subtenant shall not agree to any amendment or modification of the Restaurant Lease without Lender's prior written consent, which consent may be given or withheld at Lender's absolute discretion.

(h) Anything in the Restaurant Lease to the contrary notwithstanding, in the event that Lender shall acquire title to, or shall take possession of, the Premises or the Property, Lender shall have no obligation, nor incur any liability, beyond Lender's then interest, if any, in the Premises and Subtenant shall look exclusively to such interest of Lender, if any, in the Property for the payment and discharge of any obligations imposed upon Lender hereunder or under the Restaurant Lease and Lender is hereby released and relieved of any other obligations hereunder and under the Restaurant Lease. Subtenant agrees that with respect to any money judgment which may be obtained or secured by Subtenant against Lender, Subtenant shall look solely to the estate or interest owned by Lender in the Premises or the Property of which the Premises are a part and Subtenant shall not collect or attempt to collect any such judgment out of any other assets of Lender or Lender's shareholders, principals, officers, directors, agents or employees.

3. Nondisturbance, Attornment and New Lease.

(a) In the event Lender shall come into possession of or acquire title to the Premises as a result of the enforcement or foreclosure of the Security Instrument, the Note or the Assignment of Leases and Rents, or by means of the delivery to Lender of a deed-in-lieu of foreclosure, or as a result of any other means:

(i) Lender agrees that Subtenant shall not be disturbed in its possession of the Premises for any reason other than one which would entitle the Sublandlord to terminate the Restaurant Lease, under its terms or at law or in equity, or would cause, without any further action by such Sublandlord, the termination of the Restaurant Lease, or would entitle such Sublandlord to dispossess the Subtenant from the Premises; provided, however, that at the time Lender comes into possession of, or acquires title to, the Premises, Subtenant is not in default under the Restaurant Lease beyond the expiration of applicable notice and cure periods, if any, and that no event has occurred and no condition then exists which, with the passage of time or the giving of notice, or both, would entitle the Sublandlord to terminate the Restaurant Lease under its terms or would cause, without any further action of such Sublandlord, the termination of the Restaurant Lease, or would entitle such Sublandlord to dispossess the Subtenant from the Premises; and

(ii) Subtenant shall be bound to Lender under all of the terms, covenants and conditions of the Restaurant Lease for the balance of the term thereof remaining and any extensions or renewals thereof which may be effected in accordance

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with any option therefor in the Restaurant Lease, with the same force and effect as if Lender were the Sublandlord under the Restaurant Lease, and Subtenant does hereby attorn to Lender as its Sublandlord or master landlord, said attornment to be effective and self-operative without the execution of any further instruments on the part of any of the parties hereto immediately upon Lender coming into possession of, or acquiring title to, the Premises. Subtenant agrees, however, upon the election of and written demand by Lender, within sixty (60) days after Lender receives title to the Premises, to execute an instrument in confirmation of the foregoing provisions, satisfactory to the Lender, in which Subtenant shall acknowledge such attornment and shall set forth the terms and conditions of its tenancy.

(b) In the event any person or entity other than Lender shall come into possession of or acquire title to the Premises as a result of the enforcement or foreclosure of the Security Instrument, the Note or the Assignment of Leases and Rents, or in the event that Sublandlord conveys its estate in the Premises to any person or entity other than Lender, or in the event that Sublandlord's estate in the Premises passes to a person or entity other than Lender by operation of law or any other means (such person or entity being referred to hereinafter as a "Successor Owner"), then in any of said events:

(i) Subtenant shall not be disturbed in its possession of the Premises by such Successor Owner for any reason other than one which would entitle the Sublandlord to terminate the Restaurant Lease, under its terms or at law or in equity, or would cause, without any further action by such Sublandlord, the termination of the Restaurant Lease, or would entitle such Sublandlord to dispossess the Subtenant from the Premises; provided, however, that at the time such Successor Owner comes into possession of, or acquires title to, the Premises, Subtenant is not in default beyond the expiration of applicable notice and cure periods, if any, under the Restaurant Lease and that no event has occurred and no condition then exists which, with the passage of time or the giving of notice, or both, would entitle the Sublandlord to terminate the Restaurant Lease under its terms or would cause, without any further action of such Sublandlord, the termination of the Restaurant Lease, or would entitle such Sublandlord to dispossess the Subtenant from the Premises; and

(ii) Subtenant shall be bound to such Successor Owner under all of the terms, covenants and conditions of the Restaurant Lease for the balance of the term thereof remaining and any extensions or renewals thereof which may be effected in accordance with any option therefor in the Restaurant Lease, with the same force and effect as if such Successor Owner were the Sublandlord under the Restaurant Lease, and Subtenant does hereby attorn to such Successor Owner as its Sublandlord, said attornment to be effective and self-operative without the execution of any further instruments on the part of any of the parties hereto immediately upon such Successor Owner coming into possession of, or acquiring title to, the Premises. Subtenant agrees, however, upon the election of such Successor Owner, within sixty (60) days after such Successor Owner receives title to the Premises, to execute an instrument in confirmation of the foregoing provisions, satisfactory to such Successor Owner, in which Subtenant shall acknowledge such attornment and shall set forth the terms and conditions of its tenancy.

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(c) In the event Lender or any Successor Owner shall come into possession of or acquire title to the Premises, as aforesaid, neither Lender nor such Successor Owner shall be:

(i) liable for any act, omission or default of any prior landlord under the Restaurant Lease (including, without limitation, Sublandlord); or

(ii) subject to any offsets or defenses which Subtenant might have against any prior landlord under the Restaurant Lease (including, without limitation, Sublandlord); or

(iii) bound by any rent or additional rent which Subtenant might have paid for more than the then current month to any prior landlord under the Restaurant Lease (including, without limitation, Sublandlord) or by any security deposit, cleaning deposit or other prepaid charge which Subtenant might have paid in advance to any prior landlord under the Restaurant Lease (including, without limitation, Sublandlord), except to the extent (i) such payment shall have been expressly approved in writing by Lender and (ii) such prepayment is made pursuant to express requirements of the Restaurant Lease; or

(iv) bound by any amendment or modification of the Restaurant Lease made without Lender's written consent; or

(v) bound by any agreement of any Sublandlord under the Restaurant Lease (including, without limitation, Sublandlord) with respect to the completion of any improvements at the Property or the Premises or for the payment or reimbursement to Subtenant of any contribution to the cost of the completion of any such improvements.

(d) New Lease. Subtenant agrees, upon demand of Lender or any Successor Owner which shall have come into possession or acquired title to the Premises, as aforesaid, to execute a lease or sublease of the Premises (as tenant) with Lender or such Successor Owner (as landlord) upon the same terms and conditions as the Restaurant Lease between Subtenant and Sublandlord, which lease or sublease shall cover any unexpired term of the Restaurant Lease existing at the time of such conveyance of title.

4. Acknowledgment and Agreement by Sublandlord.

Sublandlord, as sublandlord under the Restaurant Lease and mortgagor under the Security Instrument, acknowledges and agrees for itself and its heirs, successors and assigns, that:

(a) This agreement does not: (i) constitute a waiver by Lender of any of its rights under the Security Instrument and/or (ii) in any way release Sublandlord from its obligations to comply with the terms, provisions, conditions, covenants, agreements and clauses of the Security Instrument.

(b) The provisions of the Security Instrument remain in full force and effect and must be complied with by Sublandlord.

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(c) In the event Lender notifies Subtenant of the occurrence of any default under the Security Instrument and demands that Subtenant pay its rent and all other sums due under the Restaurant Lease directly to Lender, Sublandlord acknowledges and agrees that Subtenant shall have the right and obligation to pay all such rent and other sums due under the Restaurant Lease directly to Lender or as otherwise authorized in writing by Lender.

(d) Sublandlord shall not agree to any amendment or modification of the Restaurant Lease without Lender's prior written consent, which consent may be given or withheld at Lender's absolute discretion.

(e) Sublandlord shall not consent to any assignment or subletting of the Restaurant Lease or Premises without Lender's prior written consent, which consent may be given or withheld at Lender's absolute discretion.

5. Miscellaneous.

(a) Any notice, demand, consent, approval, direction, agreement or other communication (any "Notice") required or permitted hereunder or under any other documents in connection herewith shall be in writing and shall be addressed to the parties hereto at their addresses shown on Exhibit B hereto. All Notices shall be (i) personally delivered (including delivery by Federal Express or other comparable nation-wide overnight courier service) to the aforementioned addresses, in which case they shall be deemed delivered on the date of delivery or the first business day thereafter if delivered other than on a business day or after 5:00 p.m. New York City time) to said offices; or (ii) sent by certified mail, return receipt requested, in which case they shall be deemed delivered on the delivery date shown on the receipt unless delivery is refused by the addressee in which event they shall be deemed delivered on such refusal.

(b) This Agreement shall bind and inure to the benefit of all of the parties hereto, their successors and assigns; provided, however, that in the event of the assignment or transfer of the interest of Lender hereunder, all obligations and liabilities of Lender under this Agreement shall terminate, and thereupon all such obligations and liabilities shall be the responsibility of the party to whom Lender's interest is assigned or transferred; and provided further that the interest of Subtenant under this Agreement may not be assigned or transferred.

(c) This Agreement shall be governed by and construed with the law of the State of New York.

[Signatures appear on the following page.]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

LENDER:

100 WEST MONROE FUNDING LLC,
a Delaware limited liability company

By: _____

Name: Richard Meth
Title: President

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ACKNOWLEDGMENT

STATE OF NEW YORK)

) ss.:

COUNTY OF NEW YORK)

On this the 16th day of September, 2015, before me, the undersigned officer, personally appeared Richard Meth, known to me (or satisfactorily proven) to be the President of 100 West Monroe Funding LLC, a Delaware limited liability company, and that he/she as such President being authorized to do so, executed the foregoing instrument for the purposes therein contained as his/her free act and deed and the free act and deed of said President.

In Witness Whereof I hereunto set my hand.

Charles D North

Notary Public

Charles D North

Print Name:

My commission expires: 10/13/18

Charles D North
Notary Public State of New York
Qualified in Suffolk County
License # 01NO6014353
Commission Expires 10/13/2018

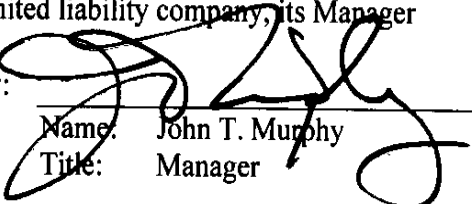
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SUBLANDLORD:

100 MONROE RESTAURANT LLC,
an Illinois limited liability company

By: Integrated 100 West Monroe LLC, an Illinois
limited liability company, its Manager

By:


Name: John T. Murphy
Title: Manager

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ACKNOWLEDGMENT

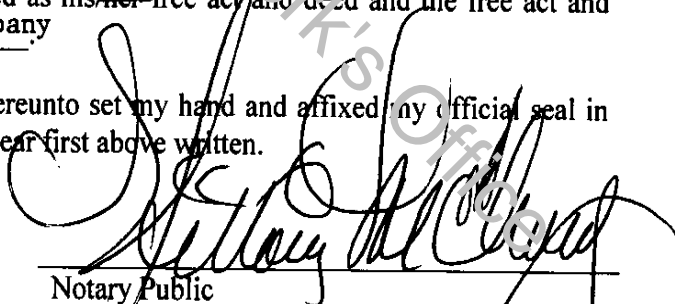
STATE OF ILLINOIS)

) ss.:

COUNTY OF COOK)

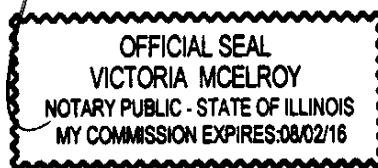
On this the 17th day of September, 2015, before me, the undersigned officer, personally appeared John T. Murphy, known to me (or satisfactorily proven) to be the Manager of Integrated 100 West Monroe LLC, an Illinois limited liability company, as Manager of 100 Monroe Restaurant LLC, an Illinois limited liability company, and that ~~he/she~~ as such Manager being authorized to do so, executed the foregoing instrument for the purposes therein contained as his/~~her~~-free act and deed and the free act and deed of said limited liability company

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.


Notary Public

Print Name: Victoria McElroy

My commission expires: Aug. 2, 2016



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EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

PARCEL 1:

ALL THAT PART OF LOT 5 IN BLOCK 118 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES SOUTH OF THE NORTH 154 FEET THEREOF; AND

PARCEL 2:

THAT PART OF ORIGINAL LOT 5 IN BLOCK 118 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED BY A LINE DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EAST LINE OF SAID LOT, 111 FEET SOUTH OF THE NORTH EAST CORNER THEREOF; THENCE WEST TO A POINT IN THE WEST LINE OF SAID LOT 5, 111 FEET SOUTH OF THE NORTH LINE OF SAID LOT THENCE SOUTH 43 FEET ALONG THE WEST LINE OF SAID LOT; THENCE EAST PARALLEL TO THE NORTH LINE OF SAID LOT TO THE WEST LINE OF CLARK STREET, BEING THE EAST LINE OF SAID LOT; THENCE NORTH ALONG THE WEST LINE OF SAID CLARK STREET 43 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS:

LOTS 19 AND 20 IN ASSESSOR'S DIVISION OF BLOCK 118 OF SCHOOL SECTION ADDITION TO CHICAGO OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 100 West Monroe Street, Chicago, Illinois 60603

Permanent Index Nos: 17-16-204-022-0000 and 17-16-204-023-0000

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EXHIBIT B

SCHEDULE OF DEFINITIONS

“Assignment of Leases and Rents” means that certain Assignment of Leases and Rents, dated as of September 21, 2015, encumbering the Property, executed by Owner, as assignor, to Lender, as assignee, as the same may be amended, modified or otherwise altered, securing repayment of the Loan evidenced by the Note and securing certain other obligations, recorded or to be recorded with the Recorder of Deeds of Cook County, Illinois.

“Event of Default” shall have the meaning ascribed to such term in the Security Instrument.

“Lender” means 100 West Monroe Funding LLC, a Delaware limited liability company. All notices to Lender shall be sent to:

100 West Monroe Funding LLC
270 Park Avenue, 9th Floor
New York, New York 10017
Attention: Richard Meth
Email: richard.meth@jpmorgan.com

with a copy to:

Stroock & Stroock & Lavan LLP
200 South Biscayne Boulevard, Suite 3100
Miami, Florida 33131
Attention: Ronald A. Kriss, Esq.
Email: rkriss@stroock.com

“Loan” means a first mortgage loan from Lender to Owner in the original principal amount of \$61,000,000.00.

“Loan Documents” means the “Loan Documents” as defined in the Security Instrument.

“Note” means that certain Promissory Note executed by Owner in favor of Lender dated as of September 21, 2015 in the original principal amount of \$61,000,000.00, as the same may be amended, modified, extended, consolidated, split or restated.

“Obligations” shall have the meaning ascribed to such term in the Security Instrument.

“Owner” means Integrated Clark Monroe LLC, an Illinois limited liability company.

“Premises” means space containing approximately 3,545 square feet of restaurant and kitchen area on the ground floor and approximately 2,429 square feet of kitchen, preparation and storage area on the lower level of the building in the improvements which are located upon the Property, as more fully described in the Restaurant Lease.

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“Property” means that certain real estate and improvements commonly known as 100 West Monroe Street, Chicago, Illinois 60603, and more particularly described in Exhibit A to the Agreement to which this Schedule is attached, together with the improvements thereon.

“Restaurant Lease” means that certain Restaurant Lease dated as of May 27, 2014, between Sublandlord, as sublandlord, and Subtenant, as subtenant, as amended from time to time, covering the Premises.

“Security Instrument” means that certain Mortgage, Assignment of Leases and Rents and Security Agreement, encumbering the Property, executed by Owner, as mortgagor, in favor of Lender, as the same may be amended, modified, extended, consolidated, split or restated, securing repayment of the Loan evidenced by the Note and securing certain other obligations, recorded or to be recorded with the Recorder of Deeds of Cook County, Illinois.

“Sublandlord” means 100 Monroe Restaurant LLC, an Illinois limited liability company. All notices to Sublandlord shall be sent in accordance with the terms of the Restaurant Lease with a copy to:

100 Monroe Restaurant LLC
c/o MB Real Estate
181 West Madison, Suite 4700
Chicago, Illinois 60602
Attention: John T. Murphy
Email: JMurphy@mbres.com

With copies to:

Nixon Peabody LLP
Three First National Plaza
70 West Madison, Suite 3500
Chicago, IL 60602
Attention: John R. Joyce
Email: jrjoyce@nixonpeabody.com

“Subtenant” means Cochon Volant, LLC, a Delaware limited liability company, d/b/a Cochon Volant. All notices to Subtenant shall be sent to:

Cochon Volant, LLC
445 W. Erie, Suite 110
Chicago, Illinois 60654
Attention: Justin Rolls
Email:

With copies to:

Cohon Raizes & Regal
208 S La Salle St., Suite 1860
Chicago, IL 60604

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Attention: Cornelius Brown
Email:

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