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OWNER'S RECOGNITION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

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THIS OWNER'S RECOGNITION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is made as of ~~May 26~~ ^{May 26}, 2016 among LIONSHEAD 110 RIVERSIDE LLC, a Delaware limited liability company, LIONSHEAD 53 RIVERSIDE LLC, a Delaware limited liability company (collectively, "Owner"), having an office at 950 Third Avenue, 18th floor, New York, New York, and CARS.COM, LLC, a Delaware limited liability company ("Sublessee"), having an office at 175 West Jackson Boulevard, Chicago, Illinois.

RECITALS:

A. Owner is the owner of certain land improved with an office building, commonly known as 300 South Riverside, Chicago, Illinois, which land is more particularly described on Exhibit A annexed hereto (the "Land").

B. By that certain Amended and Restated Ground Lease dated as of February __, 2015 (the "Lease"), between Owner, as Lessor and South Riverside Building LLC, as Lessee ("Sublessor"), a memorandum of which was recorded with the Cook County Recorder of Deeds on February 13, 2015 as Document No. 1504419068, Owner leased to Sublessor the Land.

C. By that certain Office Lease dated as of ^{May 26} 3, 2016 between Sublessor and Sublessee (the "Sublease"), Sublessor subleased to Sublessee a portion of the improvements (the "Improvements") located on the Land more particularly described in the Sublease (the "Demised Premises").

D. Sublessee desires to be assured of and Owner desires to assure Sublessee of Sublessee's continued occupancy and possession of the Demised Premises under the terms of the Sublease, subject to the provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby confirmed, Owner and Sublessee agree as follows:

1. Owner hereby consents to the Sublease (or confirms that such consent is not required) and recognizes Sublessee as the lessee thereunder. Notwithstanding anything to the contrary contained in this Agreement or in the Lease, Owner's consent shall not be required in connection with any amendment to or modification of the Sublease, and any amendment to or modification of the Sublease shall become a part of the Sublease as such term is defined herein. The Sublease and all of the terms, covenants and provisions thereof shall at all times continue to be subject and subordinate in all respects to the terms, covenants and provisions of the Lease, including, without limitation, all amendments and modifications thereof.



Doc#: 1618244028 Fee: \$58.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/30/2016 12:40 PM Pg: 1 of 11

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2. If the Lease is terminated by reason of a default by Sublessor thereunder or the bankruptcy of Sublessor, and on the date of such expiration or termination, the Sublease is in full force and effect and Sublessee is not in default thereunder beyond the expiration of any cure period provided therein:

(a) the Sublease shall not terminate or otherwise be affected by reason of the expiration or termination of the Lease;

(b) Sublessee shall not be joined as a party defendant in any action or proceeding which may be instituted or taken with respect to or pursuant to the provisions of the Lease, unless Sublessee is deemed under local law to be a necessary party to such action or proceeding, and then, in such event, Sublessee shall be named or joined only to the extent so provided by such law to perfect the action and no default judgment or other judgment shall be taken or sought against Sublessee in any nature whatsoever;

(c) Sublessee shall not be evicted from the Demised Premises by Owner or any party whose rights derive from, under or through Owner, and Sublessee's right of possession and other rights under the Sublease shall not be terminated, disturbed, extinguished, diminished or interfered with; provided, that in no event shall Owner be obligated to recognize any right to possession beyond the expiration of the term of the Lease unless specifically agreed to in a separate document executed by Owner.

(d) the Sublease shall continue in full force and effect as a direct lease between Owner, as Lessor and Sublessee, as Sublessee, upon the same rental and all of the other terms, covenants and conditions contained in the Sublease, without necessity for executing a new lease;

(e) the obligations of Owner under the Lease which are for the benefit of Sublessee shall continue in full force and effect as a direct obligation of Owner to Sublessee provided, that

(i) Owner shall not be obligated to construct or pay for any improvements required under the Sublease, or pay any allowances, concessions or other amounts that may be provided for in the Sublease;

(ii) Owner shall not be bound by any payment of rent or other sums payable to Owner under the Sublease for more than one (1) month prior to its due date;

(iii) Owner shall not be liable for damages for any breach, act or omission of Sublessor under the Sublease, subject to any offsets, abatements, counterclaims or defenses which Sublessee may have against Sublessor under the Sublease; provided, however, that the same shall not vitiate any continuing obligations of Owner under the Sublease;

(iv) Owner shall not be responsible for the return of any security deposit furnished to Sublessor or any other prior owner of the Improvements that has not been received by Owner; and

(v) Owner shall only be responsible for rebuilding the Improvements in the event of a fire or other casualty to the extent of insurance proceeds received by Owner and Owner shall have no obligation to rebuild the Improvements in the event of a fire or other

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casualty to the extent the fire or casualty occurs during the least five (5) years of the term of the Lease.

(f) as of the date that Owner succeeds to Sublessor's interest in the Sublease, Sublessee shall attorn to Owner, and recognize Owner as landlord under the Sublease, Owner shall accept Sublessee's attornment and recognize Sublessee as tenant under the Sublease, the terms, covenants and conditions of the Sublease and the rights, remedies and obligations thereunder shall be binding upon and inure to the benefit of Sublessee and Owner as if the Sublease had been made by Sublessee as Sublessee and Owner as the original Lessor, and Owner shall, subject to Section 2 hereof, comply with all of the covenants and obligations of the Sublessor under the Sublease accruing after the time Owner so succeeds to Sublessor's interests in and to the Sublease and Sublessee attorns to Owner.

3. Sublessee waives the provisions of any statute or rule of law which may give Sublessee any right of election to terminate the Sublease or to surrender possession of the Demised Premises in the event the Lease terminates, and agrees that the Sublease shall not be affected in any way whatsoever by such termination.

4. After notice is given to Sublessee by Owner that Sublessor is in default under the Lease and that the rentals under the Lease should be paid to Owner pursuant to the terms of the Lease, Sublessee shall thereafter pay to Owner or as directed by Owner, all rentals and all other monies due or to become due to Sublessor under the Sublease and Sublessor hereby expressly authorizes Sublessee to make such payments to Owner and hereby releases and discharges Sublessee from any liability to Sublessor on account of any such payments.

5. Any notices, demands, requests or other communications which Owner or Sublessee are required or desire to give to the other hereunder shall be in writing and shall be given by (i) hand delivery, (ii) a widely recognized national overnight courier service (e.g. Federal Express, DHL, UPS) for next business day priority delivery, or (iii) the United States Postal Service when sent registered or certified mail, return receipt requested, postage prepaid, and in each case addressed to each party at its address set forth below:

To Owner: World-Wide Holdings Corp.
950 Third Avenue, 18th Floor
New York, New York 10022
E-mail: Dlowenfeld@wwholdings.com
Attention: David Lowenfeld

with a copy to: Cammeby's International Ltd.
45 Broadway
25th Floor
New York, New York 1006
E-mail: rschron@cammebys.com
Attention: Rubin Schron

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with a copy to: Herrick Feinstein LLP
 2 Park Avenue
 New York, New York 10016
 E-mail: schanales@herrick.com
 Attention: Sheldon Chanales, Esq.

To Sublessee: Cars.com, LLC
 175 West Jackson Boulevard
 Chicago, Illinois 60604
 Attention: CFO

with a copy to: TEGNA Inc.
 7950 Jones Brach Drive
 McLean, Virginia 22107
 Attention: General Counsel

Any notice given hereunder by delivery or overnight courier shall be deemed delivered when received or when receipt is refused as evidenced by the records of the courier service. Any properly addressed notice given herein by certified mail shall be deemed delivered when the return receipt thereof is signed.

6. The provisions hereof and all questions of interpretation hereof, and all controversies hereunder, shall be construed in accordance with the laws of Illinois applicable to agreements made, and to be wholly performed, in said state.

7. This Agreement may not be changed, amended or modified in any manner other than by an agreement in writing specifically referring to this Agreement and executed by Owner and Sublessee.

8. The provisions of this Agreement shall bind and inure to the benefit of the parties hereto and their heirs, successors and assigns. The word "Owner" as used herein shall mean not only the original Owner named in the first paragraph of this instrument but also all future owners of the Land, the word "Sublessee" as used herein shall mean not only Cars.com, LLC, the original Sublessee named in the first paragraph of this Agreement, but also all future holders of the Sublessee's leasehold estate under the Sublease.

9. If any provision of this Agreement shall be held by any court of competent jurisdiction to be unlawful, void or unenforceable for any reason as to any person or circumstance, such provision or provisions shall be deemed severable from and shall in no way affect the enforceability and validity of the remaining provisions of this Agreement.

10. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same instrument.

11. Owner and Sublessee hereby waive all right to trial by jury in any claim, action, proceeding or counterclaim by either Owner or Sublessee against each other on any matters

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arising out of or in any way connected with this Agreement. This waiver shall survive the expiration or earlier termination of this Agreement.

12. If Owner or Sublessee retains an attorney and commences a legal proceeding as a result of a breach of any covenant of this Agreement by the other party or for any other relief against the other party pertaining to this Agreement, or is required to defend any such action or proceeding, unless the judgment or award in such legal action or proceeding shall provide otherwise, the non-prevailing party shall pay to the prevailing party all costs, expenses and reasonable attorneys' fees and disbursements that the prevailing party reasonably incurred in connection therewith.

[Signature page follows]

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IN WITNESS WHEREOF, the Owner and Sublessee have executed this Agreement as of the date and year first above written.

OWNER:

LIONSHEAD 110 RIVERSIDE LLC, a Delaware limited liability company

By: Lionshead 110 Manager LLC, its manager

By: [Signature]
Name: David Lowenfeld
Title: Member

STATE OF NEW YORK
COUNTY OF NEW YORK

On this 16 day of June, 2016, before me, the undersigned notary public, personally appeared David Lowenfeld the Member of Lionshead 110 Manager LLC, the manager of Lionshead 110 Riverside LLC, who proved to me through satisfactory evidence of identification to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

AMEIL A. SLOLEY
Notary Public - State of New York
No. 01SL6122423
Qualified in Westchester County
My Commission Expires 02/07/2017

[Signature]
(Official signature and seal of notary)

MY COMMISSION EXPIRES:
02.07.17

[Signatures continue on following page]

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OWNER:

LIONSHEAD 53 RIVERSIDE LLC, a
Delaware limited liability company

By: Lionshead 53 Manager LLC, its
manager

By: [Signature]
Name: David Lowenfeld
Title: member

STATE OF NEW YORK

COUNTY OF NEW YORK

On this 16 day of June, 2016, before me, the undersigned notary public, personally appeared David Lowenfeld the MEMBER of Lionshead 53 Manager LLC, the manager of Lionshead 53 Riverside LLC, who proved to me through satisfactory evidence of identification to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

AMEIL A. SLOLEY
Notary Public - State of New York
No. 01SL6122423
Qualified in Westchester County
My Commission Expires 02/07/2017

[Signature]
(Official signature and seal of notary)

MY COMMISSION EXPIRES:

02.07.17

[Signatures continue on following page]

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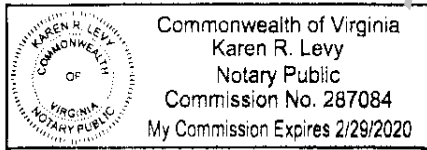
SUBLESSEE:

CARS.COM, LLC, a Delaware limited liability company

By: Todd Mayman
Name: Todd Mayman
Title: Vice President

STATE OF Virginia
COUNTY OF Fairfax

On this 3rd day of May, 2016, before me, the undersigned notary public, personally appeared Todd Mayman, the Vice Pres. of Cars.com, LLC, who proved to me through satisfactory evidence of identification to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.



Karen R. Levy
(Official signature and seal of notary)

MY COMMISSION EXPIRES:
02/29/2020

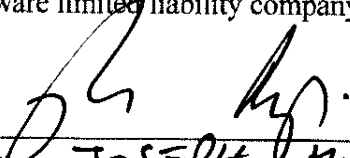
[Signatures continue on following page]

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ACKNOWLEDGED AND AGREED:

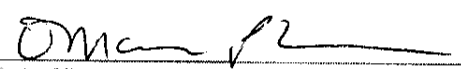
SUBLESSOR:

**SOUTH RIVERSIDE BUILDING LLC, a
Delaware limited liability company**

By: 
Name: JOSEPH MIZRAHI
Title: Authorized Signature
Managing Member

STATE OF New York
COUNTY OF New York

On this 15 day of May, 2016, before me, the undersigned notary public, personally appeared Joseph Mizrahi, the Managing Member of South Riverside Building LLC, who proved to me through satisfactory evidence of identification to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.


(Official signature and seal of notary)

MY COMMISSION EXPIRES:

7/24/2018



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EXHIBIT A

LAND

REAL PROPERTY IN THE CITY OF CHICAGO, COUNTY OF COOK, STATE OF ILLINOIS, DESCRIBED AS FOLLOWS:

PARCEL 1:

LOT 7 (EXCEPT THE WEST 122.53 FEET THEREOF) IN RAILROAD COMPANIES' RESUBDIVISION OF BLOCKS 62 TO 76, BOTH INCLUSIVE, BLOCK 78, PARTS OF BLOCKS 61 AND 77 AND CERTAIN VACATED STREETS AND ALLEYS IN SCHOOL SECTION ADDITION TO CHICAGO, A SUBDIVISION OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 29, 1924 IN BOOK 188 ON PAGES 11 TO 28, BOTH INCLUSIVE, AS DOCUMENT NUMBER 8339751 (EXCEPTING THEREFROM THAT PART THEREOF LYING BELOW OR BENEATH THE AIR RIGHTS LIMITING PLANE OR ELEVATION SET FORTH IN APPENDIX "B" TO LEASE RECORDED OCTOBER 2, 1980 AS DOCUMENT 25607453 AND WHICH IS INDICATED IN SAID APPENDIX "B" TO BE 32 FEET 10 INCHES ABOVE CHICAGO CITY DATUM), IN COOK COUNTY, ILLINOIS.

PARCEL 2:

ALL LAND AND SPACES BELOW THE AIR RIGHTS LIMITING PLANE DESCRIBED IN PARCEL 1 ABOVE AS ARE OCCUPIED BY COLUMNS, TRUSSES, HORIZONTAL STRUCTURAL MEMBERS, INCLUDING THE FINISHED MEZZANINE FLOOR, FOUNDATIONS AND OTHER SUPPORTS FOR THE BUILDING CONTEMPLATED BY THE LEASE DESCRIBED IN PARCEL 1 ABOVE AND SMOKE EXHAUST PLENUMS, ELEVATOR PITS, FUEL TANKS, PUMPING STATIONS AND MECHANICAL EQUIPMENT LOCATED BELOW SAID AIR RIGHTS LIMITING PLANE FOR THE PURPOSE OF SAID CONTEMPLATED BUILDING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 ABOVE FOR THE CONSTRUCTION, USE, MAINTENANCE, REPAIR, REPLACEMENT OR RENEWAL FROM TIME TO TIME OF ADEQUATE COLUMNS, TRUSSES, HORIZONTAL STRUCTURAL MEMBERS, INCLUDING THE FINISHED MEZZANINE FLOOR, FOUNDATIONS AND OTHER SUPPORTS FOR THE BUILDING CONTEMPLATED UNDER THE LEASE DESCRIBED IN PARCEL 1 ABOVE AND SMOKE EXHAUST PLENUMS, ELEVATOR PITS, FUEL TANKS, PUMPING STATIONS AND MECHANICAL EQUIPMENT, IN THE LAND AND SPACE BELOW THE AIR RIGHTS LIMITING PLANE DESCRIBED IN PARCEL 1 ABOVE, IN COOK COUNTY, ILLINOIS.

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PARCEL 4:

A NON-EXCLUSIVE APPURTENANT EASEMENT IN FAVOR OF PARCELS 1 AND 2 AS CREATED BY DEED OF EASEMENT RECORDED JANUARY 31, 1990 AS DOCUMENT NO. 90047309 AND AS AMENDED BY FIRST AMENDMENT TO DEED OF EASEMENT RECORDED OCTOBER 9, 1990 AS DOCUMENT NO. 90491486, MADE BY LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 17, 1983 AND KNOWN AS TRUST NO. 107292 TO GATEWAY IV JOINT VENTURE AND OTHERS, FOR THE USE OF 1,100 PUBLIC PARKING SPACES IN THE GARAGE, AS DEFINED THEREIN, WITH RIGHTS OF INGRESS AND EGRESS AND AN EASEMENT FOR THE PURPOSE OF CONSTRUCTION OF SUCH REPAIRS OR RESTORATION FOR THE PERIOD REQUIRED TO COMPLETE SUCH REPAIRS OR RESTORATION, ON, OVER AND ACROSS THE FOLLOWING DESCRIBED LEGAL DESCRIPTION:

LOTS 5, 6, 7 AND 8 (EXCEPT FROM SAID LOTS THAT PART FALLING IN ALLEY) IN BLOCK 49 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Prepared by and

Return to:

Ted Yi

Charles & Brady

300 N. La Salle St.

Chicago IL 60654

APN: 17-14-121-003-6001

17-14-121-003-6002

Address: 300 S. Riverside
Chicago IL 60606

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