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This Instrument Prepared By
and After Recording Return to:

John C. Murray, Esq.
Travelers Realty Investment Company
2215 York Road
Oak Brook, Illinois 60521

DEPT-01 RECORDING $31.00
T#3333 TRAN 3473 02/18/93 12:53:00
COOK COUNTY RECORDER

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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

93-129920

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is made and entered into as of the 1st day of January, 1993, by and among KOHN & PLATT, an Illinois general partnership ("Tenant"), with a mailing address of 190 South LaSalle Street, Chicago, Illinois 60603, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Trustee in pursuance of a Trust Agreement dated June 6, 1987 and known as Trust No. 102661-08 ("Landlord"), with a mailing address of 33 N. LaSalle, Chicago, Illinois 60690, and TRAVELERS/JERRY 190 S. LASALLE COMPANY, an Illinois joint venture ("Mortgagee"), with a mailing address of 2215 York Road - Suite 504, Oak Brook, Illinois 60521, Attention: Regional Counsel.

W I T N E S S E T H:

WHEREAS, Tenant has entered into an Amended and Restated Lease dated as of January 1, 1993 with Landlord, which lease demises certain premises described in said lease (the "Leased Premises") which constitute a portion of the real estate legally described in Exhibit "A" attached hereto and made a part hereof (the "Real Estate"); said lease together with any amendments or modifications thereof, whether now or hereafter existing shall be hereinafter referred to as the "Lease"; and

WHEREAS, Landlord has executed and delivered to Mortgagee a Mortgage (the "Mortgage") encumbering the Real Estate; and

WHEREAS, Mortgagee, as a condition to approving the execution of the Lease by Landlord, has required the execution of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and in consideration of One ($1.00) Dollar by each of the parties hereto paid to the other, receipt of which is hereby acknowledged, the parties do hereby covenant and agree as follows:

1. Tenant has delivered to Mortgagee concurrently herewith a fully executed original counterpart of the Lease. Landlord and Tenant each agree not to amend, modify or accept a termination of the Lease without the prior written consent of Mortgagee.

2. Tenant hereby confirms, as of the date hereof, that Tenant has received no notice of a prior sale, transfer, assignment, hypothecation, or pledge of the Lease or of the rents required to be paid by the terms of the Lease other than to Chemical Bank and Mortgagee.

3. The Lease is and shall be subject and subordinate to the Mortgage and to all renewals, modifications, consolidations, replacements, and extensions thereof, to the full extent of the principal sum secured by the Mortgage, all interest accrued and from time to time unpaid thereon and any other amounts required to be paid by the terms of the Mortgage. Tenant will in no event

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Box 174 (PGM)

subordinate or agree to subordinate the Lease to any lien or encumbrance affecting the Real Estate or the Leased Premises other than the Mortgage without the express written consent of Mortgagee, and any such attempted subordination or agreement to subordinate without such consent of Mortgagee shall be void and of no force and effect. Prior to Tenant pursuing any of its remedies under the Lease, whether in equity or at law, Tenant shall provide Mortgagee with written notice of any default of Landlord under the Lease. Tenant further agrees that if Landlord shall have failed to cure such default within the time provided in the Lease, then Mortgagee shall have an additional 30 days after the expiration of Landlord's cure period within which to cure such default or, if such default cannot be cured within that time, then such additional time not to exceed one hundred twenty (120) days from the expiration of said 30-day period if such default is a "Material Default" and not to exceed one hundred seventy (170) days from the expiration of said 30-day period if such default is not a "Material Default," as may be necessary if such default is susceptible of cure and, within Mortgagee's initial 30-day cure period, the Mortgagee has commenced and is diligently pursuing the remedies or steps necessary to cure such default (including, but not limited to, commencement of foreclosure proceedings if necessary to effect such cure). The term "Material Default" shall mean a default by Landlord in performing its obligations under the following sections of the Lease: Section 7(i), (ii), (iii), (iv), (vi), (vii), (viii) and (ix); Section 8 (but only as to any failure to make repairs which has a material adverse effect on the Building structure or common systems); Section 11; Section 12; Section 15; Section 31; and Section 35. Until the time allowed, as aforesaid, for Mortgagee to cure such default has expired without cure, Tenant shall have no right to and shall not terminate the Lease on account of Landlord's default. Nothing herein contained shall be deemed to release, reduce or diminish the express rights of Tenant, if any, under the Lease to seek arbitration of certain matters and/or exercise certain set-off remedies.

4. Tenant agrees that neither the occurrence of any default in the Mortgage, the institution of proceedings to foreclose the lien thereof, the taking of possession by Mortgagee or by any receiver appointed in any foreclosure proceedings, the entry of a foreclosure decree, the sale of the Real Estate pursuant to such decree, the issuance of a deed to the purchaser at any such sale nor the issuance of a deed of the Real Estate in lieu of foreclosure or in settlement of amounts due under the Mortgage will affect any obligation of Tenant under said Lease. Tenant further agrees that upon receipt of written notice from Mortgagee of an uncured default by the Landlord under the Mortgage, the Note secured by the Mortgage, or any other document securing such Note, all checks and payments for all or any part of the rentals and other sums payable by Tenant under the Lease shall be delivered to and drawn to the exclusive order of Mortgagee, or to a court of competent jurisdiction, regardless of any instruction or request from Landlord to the contrary, until Mortgagee or a court of competent jurisdiction shall otherwise direct.

5. In the event Mortgagee should foreclose the Mortgage, the Mortgagee will not join the Tenant as a party defendant in any foreclosure proceedings or otherwise disturb Tenant's occupancy pursuant to the Lease for so long as the Tenant is not in default beyond any applicable cure period under the Lease or this Agreement. If Tenant is in default beyond any applicable cure period under the Lease or this Agreement during the pendency of such foreclosure proceedings, Mortgagee may, at its option, elect to terminate the Lease in accordance with its terms and join the Tenant as a party in such foreclosure proceedings and, if it establishes in such foreclosure proceedings that Tenant is in default beyond any applicable cure period and that Mortgagee properly terminated the Lease in accordance with its provisions, Mortgagee shall also be entitled, in such foreclosure proceedings, to proceed to extinguish the Lease and all of Tenant's rights and interests in and to the Leased Premises in connection with such foreclosure.

6. Tenant hereby agrees that any interest of Tenant in any condemnation or eminent domain proceeds or awards made with respect to the Real Estate, the Leased Premises or any interest in either of them shall be subordinate to the interests of Mortgagee in such awards. Tenant will neither seek nor accept any condemnation or eminent domain proceeds or awards made with respect to the Real Estate, the Leased Premises or any interest in either of them until all amounts secured by the Mortgage have been paid in full. However, Tenant reserves the right to make a separate claim for trade fixtures and moving expenses if separately allocated and the right, subject to the priority of Mortgagee's award, to make any claim against the remainder of the award to which it may be entitled under Section 15 of the Lease.

7. In the event that the Mortgagee or its designee shall, in accordance with the foregoing, succeed to the interest of the Landlord under the Lease, the Mortgagee agrees to be bound (or to cause its designee to be bound) to the Tenant under all of the terms, covenants, and conditions of the Lease, and the Tenant agrees, from and after such event, to attorn to the Mortgagee, its designee or purchaser at any foreclosure sale of any portion or all of the Real Estate, with all the rights and obligations under the Lease to continue as though the interest of Landlord had not terminated or such foreclosure proceedings had not been brought, and the Tenant shall have the same remedies against said Mortgagee, designee or purchaser for the breach of any agreement contained in the Lease that the Tenant might have under the Lease against the Landlord; provided, however, that said Mortgagee, designee or purchaser shall not be:

(a) liable for any act or omission of any prior landlord (including the Landlord), except for its liability to perform all of the continuing obligations of the Landlord under the Lease which are to be performed from and after such event (including without limitation, to the extent then applicable, the "1993 Credit" and the "1997 Credit" as those terms are defined Paragraph 3A in the Lease);

(b) obligated or liable to Tenant for any security deposit or other sums deposited with any prior Landlord (including the Landlord) under the Lease and not physically delivered to the Mortgagee;

(c) obligated or liable to Tenant with respect to the construction and completion of the initial improvements in the Leased Premises for Tenant's use, enjoyment or occupancy;

(d) subject to any offsets or defenses which the Tenant might have against any prior landlord (including the Landlord) except for the "1993 Credit" and the "1997 Credit" (as those terms are defined Paragraph 3A in the Lease), or as otherwise provided in the Lease to the contrary;

(e) bound by any rent or additional rent which the Tenant might have paid for more than the current month to any prior landlord (including the Landlord); or

(f) bound by any amendment or modification of the Lease made without the consent of Mortgagee subsequent to the date hereof.

8. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

9. Any notice, demand or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given if and when personally delivered or on the second business day after being deposited in United States registered or certified mail, return receipt requested, postage prepaid, and any such notice, demand or communication shall be addressed to a party at its address set forth in the first paragraph hereof or to such other

address as the party to receive such notice may have theretofore designated by notice in accordance herewith.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on of the day and year first above written.

TRUSTEE:

HAYES, BROWN & PLATT, an Illinois general partnership

By: Debora de Hayes
Name: Debora de Hayes
Title: Managing Partner

LANDLORD:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee as aforesaid

By: KEITH B. DRAVEN
Name: TRUST OFFICER
Title:

Attest: Gregory S. Kastrow
Name: ASSISTANT SECRETARY
Title:

MORTGAGEE:

TRAVELERS/KIRKLAND 190 S. LASALLE COMPANY, an Illinois joint venture

By: The Travelers Life and Annuity Company, a Connecticut corporation (Managing Venturer)

By:
Name: Jerry Z. Conway
Title: Regional Vice President

Attest: Robert S. Kaplan
Name: ROBERT S. KAPLAN
Title: Assistant Secretary

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

The foregoing Subordination, Non-Disturbance and Attornment Agreement was acknowledged before me this 8th day of February, 1993 by Rebecca du Moyne, a general partner of Mayer, Brown & Platt, an Illinois general partnership, on behalf of such partnership.

Notary Public

My commission expires: _____

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

FEB 10 1993

The foregoing Subordination, Non-Disturbance and Attornment Agreement was acknowledged before me this _____ day of February, 1993 by JUDITH B. CRAVEN and _____ the VICE PRESIDENT and ASSISTANT SECRETARY, respectively, of American National Bank and Trust Company of Chicago, a national banking association, on behalf of such national banking association.

Notary Public
My commission expires: _____

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK DuPage)

The foregoing Subordination, Non-Disturbance and Attornment Agreement was acknowledged before me this 10th day of February, 1993 by James E. Conway and Robert S. Ashlan the National Vice President and Assistant Secretary, respectively, of The Travelers Life and Annuity Company, an Connecticut corporation, on behalf of such corporation, as the Managing Venturer or Travelers/Nissei 190 S. LaSalle Company, an Illinois joint venture.

OFFICIAL SEAL
PATRICIA A. DONAHUE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 9/5/94

Notary Public

My commission expires: 9-5-94

EXHIBIT A

Parcel 1

That part of Lots 5 and 6 in Block 96, in the School Section Addition to Chicago, in Cook County, Illinois, described as follows:

Beginning at the intersection of the West line of LaSalle Street, as extended by order of Common Council of October, 1855, with the South line of the alley opened through said Block 96 by order of said Council of January 20, 1841, and running thence south along said West line of LaSalle Street, 60 feet; thence west parallel with the South line of said alley, 75 feet to a point 25 feet west of the East line of Lot 6 aforesaid; thence north parallel with LaSalle Street, 60 feet to the South line of alley aforesaid; thence east to the point of beginning in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2

All that part of the West half of Lot 5 and the West 5 feet of the East half of Lot 5 and the East 25 feet of Lot 6, all in Block 96, in the School Section Addition to Chicago, lying south of a line 60 feet south from and parallel to the South line of the alley running east and west through said Block 96; in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian; in Cook County, Illinois.

Parcel 3

Lot 6 (except the East 25 feet thereof) in Block 96, in the School Section Addition to Chicago, in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian; in Cook County, Illinois.

PINS: 17-16-210-015
17-16-210-016
17-16-210-017

Common address: 190 S. LaSalle,
Chicago, Illinois