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Form of Subordination, Non Disturbance and Attornment Agreement

C&I 430373
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SUBORDINATION, NON DISTURBANCE
AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") made as of the 27 day of March 2007, by and between WELLS FARGO BANK, National Association as Master Servicer successor in interest to Wachovia Bank, National Association, on behalf of Bank of America, National Association, successor by merger to LaSalle Bank National Association, as Trustee for the registered holders of the LB-UBS Commercial Mortgage Trust 2008-C1, Commercial Mortgage Pass-Through Certificates, Series 2008-C1 ("Lender") and SOUTHLAKE INDIANA LLC, a Delaware limited liability company, having an address at c/o Westfield, LLC, 11601 Wilshire Boulevard, Suite 1100, Los Angeles, California 90025 ("Landlord") and Chick-Fil-A, Inc., a Georgia corporation ("Tenant").

WITNESSETH:

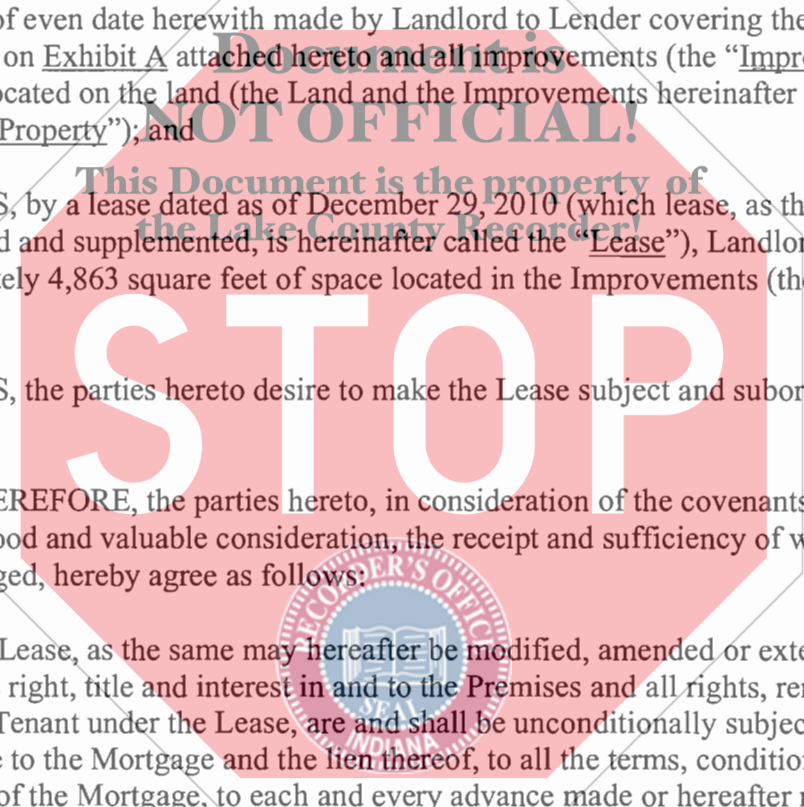
WHEREAS, Lender has agreed to make a loan (the "Loan"), which Loan will evidenced in part by a promissory note (the "Note"), dated as of December 20, 2007, made by Landlord to order of Lender and will be secured by, among other things, a Mortgage and Security Agreement (the "Mortgage") of even date herewith made by Landlord to Lender covering the land (the "Land") described on Exhibit A attached hereto and all improvements (the "Improvements") now or hereafter located on the land (the Land and the Improvements hereinafter collectively referred to as the "Property"); and

WHEREAS, by a lease dated as of December 29, 2010 (which lease, as the same may have been amended and supplemented, is hereinafter called the "Lease"), Landlord leased Tenant approximately 4,863 square feet of space located in the Improvements (the "Premises") and

WHEREAS, the parties hereto desire to make the Lease subject and subordinate to the Mortgage.

NOW, THEREFORE, the parties hereto, in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby agree as follows:

- (1) the Lease, as the same may hereafter be modified, amended or extended, and all of Tenant's right, title and interest in and to the Premises and all rights, remedies and options of Tenant under the Lease, are and shall be unconditionally subject and subordinate to the Mortgage and the lien thereof, to all the terms, conditions and provisions of the Mortgage, to each and every advance made or hereafter made under the Mortgage, and to all renewals, modifications, consolidations, replacements, substitutions and extensions of the Mortgage; provided however; and Lender agrees, that so long as (A) no event has occurred and no condition exists, which would entitle Landlord to terminate the Lease or would cause, without further action of Landlord, the termination of the Lease or would entitle Landlord to dispossess Tenant from the Premises (B) the term of the Lease has commenced and Tenant is in possession of the Premises and (C) the



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STATE OF INDIANA
LAKE COUNTY
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MICHAEL J. JUMAN
RECORDER

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Lease shall be in full force and effect and shall not have been otherwise modified or supplemented in any material way which increases Lender's liability without Lender's prior written consent; then, and in such event Tenant's leasehold estate under the Lease shall not be terminated, Tenant's possession of the Premises shall not be disturbed by Lender and Lender will accept the attornment of Tenant.

(2) In the event that Lender succeeds to the interest of Landlord or any successor to Landlord, Tenant shall, and does hereby agree to, attorn to and accept Lender and to recognize Lender as Landlord under the Lease. Such attornment is hereby acknowledged by Tenant as effective and self-operative without the execution of any other instruments.

(3) Notwithstanding anything to the contrary contained in the Lease, Tenant hereby agrees that in the event of any act, omission or default by Landlord or Landlord's agents, employees, contractors, licensees or invitees which would give Tenant the right, either immediately or after the lapse of a period of time, to terminate the Lease, or to claim a partial or total eviction, or to reduce the rent payable thereunder or credit or offset any amounts against future rents payable thereunder, Tenant will not exercise any such right (i) until it has given written notice of such act, omission or default to Lender by delivering notice of such act, omission or default, in accordance with the Agreement, and (ii) until a period of not less than sixty (60) days for remedying such act, omission or default shall have elapsed following the giving of such notice. Notwithstanding the foregoing, in the case of any default of Landlord which cannot be cured within such sixty (60) day period, if Lender shall within such period proceed promptly to cure the same (including such time as may be necessary to acquire possession of the Premises if possession is necessary to effect such cure) and thereafter shall prosecute the curing of such default with diligence, then the time within which such default may be cured by Lender shall be extended for such period as may be necessary to complete the curing of same with diligence. Lender's cure of Landlord's default shall not be considered an assumption by Lender of Landlord's other obligations under the Lease. Unless Lender otherwise agrees in writing, Landlord shall remain solely liable to perform Landlord's obligations under the Lease (but only to the extent required by and subject to the limitation included with the Lease), both before and after Lender's exercise of any right or remedy under this Agreement. If Lender or any successor or assign becomes obligation to perform as Landlord under the Lease, such person or entity will be released from those obligations when such person or entity assigns, sells or otherwise transfers its interest in the Premises or the Property.

(4) If Lender succeeds to the interest of Landlord or any successor to Landlord (such event, whether a foreclosure, deed-in-lieu of foreclosure or other acquisition being referred to herein as a "Foreclosure"), in no event shall Lender (i) have any liability for any act or omission of any prior landlord under the Lease which occurs prior to the date Lender succeeds to the rights of Landlord under the Lease, nor any liability for claims, offsets or defenses which Tenant might have had against Landlord (ii) be obligated to complete or permit the construction of any improvements under the Lease, except for any obligation arising after Foreclosure and only for any construction or expenditure that a real estate mortgage investment conduit is allowed to make under Section 856(e)(4)(B) of

the Internal Revenue Code of 1986, as amended and/or supplemented from time to time, and regulations and rulings thereunder, (iii) bound by any rents paid more than one month in advance to any prior owner, (iv) liable for any security deposit not paid over to Lender by Landlord, or (v) bound by any material modification, amendment, extension of the Lease which increases Lender's liability or cancellation of the Lease not consented to in writing by Lender, and further provided, that nothing herein shall negate the right of Lender after a Foreclosure to exercise the rights and remedies, including termination of the Lease, of Landlord under the Lease upon the occurrence of an event of default by Tenant under the Lease in accordance therewith. As to any event of default by Tenant under the Lease existing at the time of Foreclosure, such Foreclosure shall not operate to waive or abate any action initiated by Landlord under the Lease to terminate the same on account of such event of default. In no event shall Lender have any personal liability as successor to Landlord and Tenant shall look only to the estate and property of Lender in the Land and the Improvements for the satisfaction of Tenant's remedies for the collection of judgment (or other judicial process) requiring the payment of money in the event of any default by Lender as Landlord under the Lease, and no other property or assets of Lender shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under or with respect to the Lease. Tenant agrees that Lender, as holder of the Mortgage, and as Landlord under the Lease if it succeeds to that position, shall in no event (a) have any liability for the performance or completion of any initial work or installations or for any loan or contribution or rent concession towards initial work, which are required to be made by Landlord (I) under the Lease or under any related Lease documents or (II) for any space which may hereafter become part of said Premises, and any such requirements shall be inoperative in the event Lender succeeds to the position of Landlord prior to the completion or performance thereof, or (b) be liable under any warranty of construction contained in the Lease or any implied warranty of construction. Tenant further agrees with Lender that Tenant will not voluntarily subordinate the Lease to any lien or encumbrance without Lender's prior written consent.

(5) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute and be construed as one and the same instrument. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of New York.

(6) All notices to be given under this Agreement shall be in writing and shall be deemed served upon receipt by the addressee if served personally or, if mailed, upon the first to occur of receipt or the refusal of delivery as shown on a return receipt, after deposit in the United States Postal Service certified mail, postage prepaid, addressed to the address of Landlord, Tenant or Lender appearing below, or, if sent by telegram, when delivered by or refused upon attempted delivery by the telegraph office. Such addresses may be changed by notice given in the same manner. If any party consists of multiple individuals or entities, then notice to any one of the same shall be deemed notice to such party.

If to Lender: Wells Fargo Bank, N.A.
Commercial Real Estate Servicing

550 South Tryon Street, 14th Floor
MAC D1086-140
Charlotte, NC 28202
Attn: Asset Manager (Deal LBUBS 2008-C1)

with a copy to: Lehman Brothers Bank FSB
10250 Constellation Blvd., 24th Floor
Los Angeles, California 90067
Attention: Timothy Johnson
Facsimile No. (212) 520-0405

with a copy to: Cadwalader, Wickersham & Taft LLP
One World Financial Center
New York, New York 10281
Attention: Alan W. Lawrence, Esq.
Facsimile No. (212) 504-6666

Tenant's Address: Chick-fil-A, Inc.
5200 Buffington Road
Atlanta, Georgia 30349
PHONE: (404) 765-8000
FAX: (404) 684-8620
ATTN: Property Management – Real Estate Legal

With a copy to: Chick-fil-A, Inc.
5200 Buffington Road
Atlanta, Georgia 30349
PHONE: (404) 765-8000
FAX: (404) 765-8941
ATTN: Real Estate Legal Department – FSU
Division

Landlord's Address:
SOUTHLAKE INDIANA LLC
c/o Westfield, LLC
11601 Wilshire Boulevard, Suite 1100
Los Angeles, CA 90025
Attention: Legal Department

(7) This Agreement shall apply to, bind and inure to the benefit of the parties hereto and their respective successors and assigns. As used herein "Lender" shall include any subsequent holder of the Mortgage.

(8) Tenant acknowledges that Landlord has assigned to Lender its right, title and interest in the Lease and to the rents, issues and profits of the Property and the Property

pursuant to the Mortgage, and that Landlord has been granted the license to collect such rents provided no Event of Default has occurred under, and defined in, the Mortgage. Tenant agrees to pay all rents and other amounts due under the Lease directly to Lender upon receipt of written demand by Lender, and Landlord hereby consents thereto. The assignment of the Lease to Lender, or the collection of rents by Lender pursuant to such assignment, shall not obligate Lender to perform Landlord's obligations under the Lease.

(9) Tenant agrees that, notwithstanding any provision hereof to the contrary, the terms of the Security Documents shall continue to govern with respect to the disposition of any insurance proceeds or eminent domain awards, and any obligations of Landlord to restore the real estate of which the Premises are a part shall, insofar as they apply to Lender, be limited to insurance proceeds or eminent domain awards received by Lender after the deduction of all costs and expenses incurred in obtaining such proceeds or awards.

LENDER: Bank of America, National Association, successor by merger to LaSalle Bank National Association, as Trustee for the registered holders of LB-UBS Commercial Mortgage Trust, 2008-C1, Commercial Pass-Through Certificates, Series 2008-C1 ("Lender")

By: Wells Fargo Bank, National Association as Master Servicer as successor in interest to Wachovia Bank, N.A. under that certain Pooling and Servicing Agreement dated as of April 11, 2008

This Document is the property of the Lake County Recorder

By: 

Name: **Kirk A. Young**
Title: **Vice President**

TENANT: CHICK-FIL-A, INC., a Georgia corporation

By: 

Name: **B. Lynn Chastain**
Title: **Vice President**

By: 

Name: **Roger Blythe**
Title: **Vice President**

The undersigned Landlord hereby consents to the foregoing Agreement and confirms the facts stated in the foregoing Agreement.

LANDLORD: SOUTHLAKE INDIANA LLC, a Delaware limited liability company

By: [Signature]
Name: **Rory A. Packer**
Title: **Assistant Secretary**

[ADD APPROPRIATE ACKNOWLEDGMENT]

SOUTHLAKE INDIANA LLC, a Delaware limited liability company

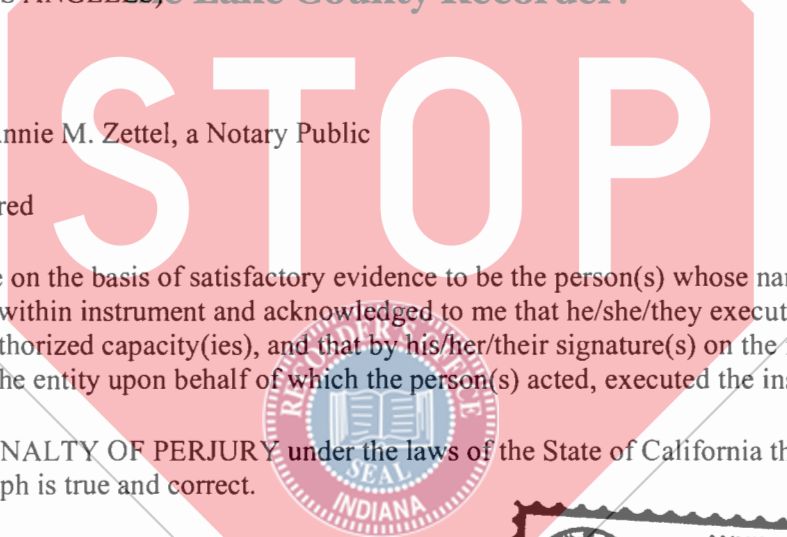
By: WEA Southlake LLC, a Delaware limited liability company, its sole member

By: Westfield America Limited Partnership, a Delaware limited partnership, its sole member

By: Westfield U.S. Holdings, LLC, a Delaware limited liability company, its general partner

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

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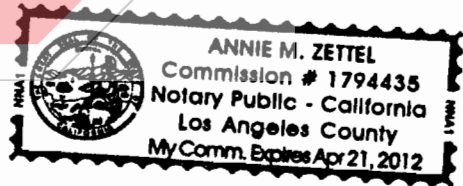
On , before me, Annie M. Zettel, a Notary Public personally appeared

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

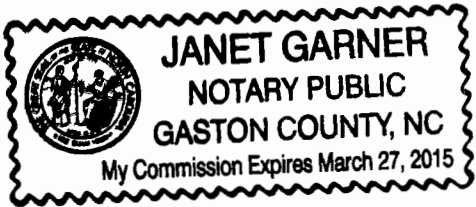
WITNESS my hand and official seal.

Signature Annie M. Zettel (Seal)



STATE OF NC)
COUNTY OF Mecklenberg) SS.

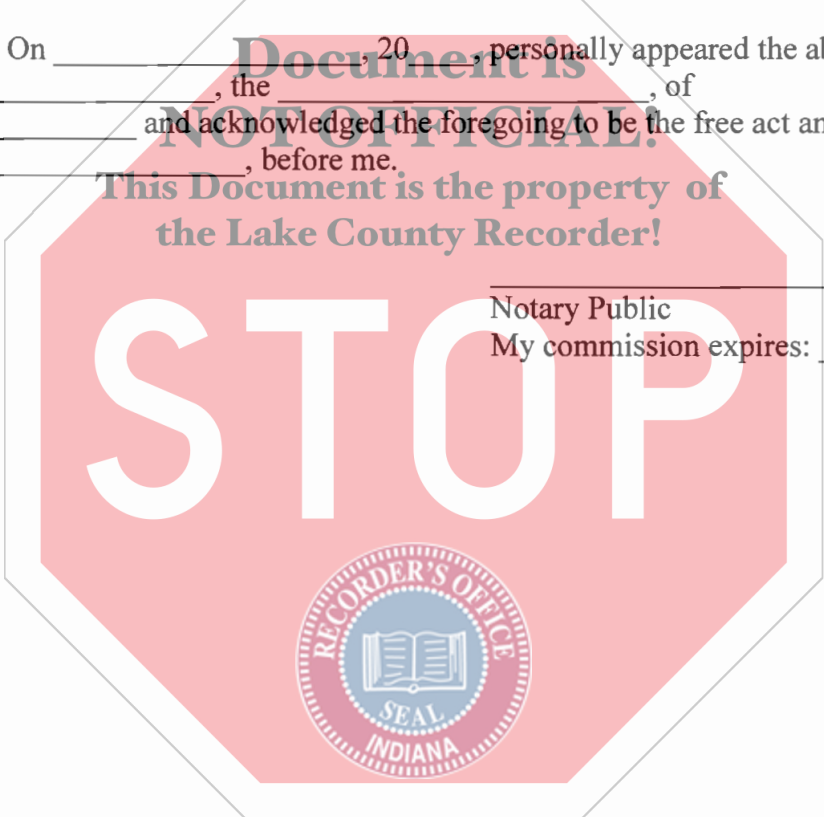
On April 14, 2011, personally appeared the above named Kirk Young, a Vice Pres of WELLS FARGO BANK, N.A, acting in its authorized capacity as Master Servicer for and on behalf of [FULL TRUST NAME] and acknowledged the foregoing to be the free act and deed of said association, before me.



Janet Garner
Notary Public
My commission expires: 3-27-2015

_____, SS.

On _____, 20____, personally appeared the above named _____, the _____, of _____ and acknowledged the foregoing to be the free act and deed of said _____, before me.



Notary Public
My commission expires: _____

State of GEORGIA)
) SS.
County of FULTON)

On March 25, 2011 before me, Traci D. Shirah, a notary public, personally appeared, B. Lynn Chastain, Vice President and Roger Blythe, Vice President who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

I certify under the laws of the State of Georgia that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Traci D. Shirah (Seal)



EXHIBIT A

LEGAL DESCRIPTION

Parcel 6: Part of the Southwest Quarter of Section 23, Township 35 North, Range 8 West of the Second Principal Meridian. in Hobart-Ross Township, Lake County, Indiana, bounded and described as follows: Commencing at the Southwest corner of said Section 23; thence North 2 degrees 42 minutes 00 seconds West 2,402.02 feet along the West line of said Section 23; thence North 87 degrees 54 minutes 28 seconds East 330.00 feet thence North 2 degrees 42 minutes 00 seconds West, 200.93 feet to a point on the Southerly right-of-way line of U.S. Route #30; thence along the arc of a 53,617.23 foot radius curve, concave to the South, whose chord bears North 88 degrees 11 minutes 44 seconds East, a chord distance of 510.01 feet thence continuing along said right-of-way line, along the arc of a 53,617.23 foot radius curve, concave to the South, whose chord bears North 88 degrees 28 minutes 52 seconds East, a chord distance of 24.63 feet; thence continuing along said right-of-way line, along the arc of a 53,617.23 foot radius curve, concave to the South. whose chord bears North 88 degrees 30 minutes 23 seconds East, a chord distance of 3.03 feet thence continuing along said right-of-way line, along the arc of a 53,617.23 foot radius curve, concave to the South, whose chord bears North 88 degrees 32 minutes 52 seconds East, a chord distance of 80.00 feet; thence continuing along said right-of-way along the arc of a 53,617.23 foot radius curve, concave to the South, whose chord bears North 88 degrees 36 minutes 33 seconds East. a chord distance of 50.24 feet; thence North 88 degrees 38 minutes 13 seconds East, 821.69 feet to the point of beginning being on the Southerly right-of-way line of U.S. Route #30; thence South 1 degree 21 minutes 47 seconds East, 108.93 feet thence along the arc of a 35 foot radius curve, concave to the Northeast whose chord bears South 46 degrees 21 minutes 47 seconds East a chord distance of 49.50 feet; thence North 88 degrees 38 minutes 13 seconds East, 573.08 feet; thence along the arc of a 400 foot radius curve. concave to the South, whose chord bears South 82 degrees 56 minutes 47 seconds East, a chord distance of 117.10 feet thence along the arc of a 35.0 foot radius curve, concave to the Northwest, whose chord bears North 62 degrees 43 minutes 12 seconds East a chord distance of 47.52 feet; thence along the arc of a 385.68 foot radius curve, concave to the West whose chord bears North 9 degrees 18 minutes 10 seconds East, a chord distance of 142.77 feet to a point on the Southerly right-of-way line of US Route #30 thence South 88 degrees 38 minutes 13 seconds West 793.00 feet along the Southerly right-of-way line of U.S. Route #30 to the point of beginning.

This document was prepared by:

Katherine H. Light, Esq.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law

Amy S. Johnson