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1998-12-16 15:01:12
Cook County Recorder 57.00

This Instrument Prepared By and
Upon Recordation Return To:

Anthony J. Aiello
Sidley & Austin
One First National Plaza
Chicago, Illinois 60603

SUBORDINATION, NONDISTURBANCE AND ATTORNMEN AGREEMENT
(LENDER)

This Subordination, Nondisturbance and Attornment Agreement ("Agreement"), made as of the 11th of December, by and among, CMF Capital Company, L.L.C., a Delaware limited liability company (the "Lender"), BRE/Randolph Drive L.L.C., a Delaware limited liability company, ("Borrower"), and Amoco Corporation, an Indiana corporation ("Tenant").

W I T N E S S E T H:

WHEREAS, Lender is the holder of that certain mortgage more particularly described on Exhibit A attached hereto (said mortgage as it may have been or may hereafter be amended, increased, renewed, modified, consolidated, replaced, combined, substituted, severed, split, spread or extended, being hereinafter referred to collectively as the "Mortgage") between Borrower and Lender, which encumbers all or a portion of the land and the improvements located at 200 East Randolph Drive in the City of Chicago, County of Cook and State of Illinois, including the Demised Premises (as defined below), as more particularly described on Exhibit B attached hereto (the "Property"); and

WHEREAS, Tenant has entered into that certain Office Lease dated as of December 11, 1998 (such Office Lease, as it may hereafter be amended, renewed, modified, replaced, substituted or extended, from time to time, and together with any documents executed contemporaneously with such Office Lease and listed as

BOX 333-CTI

7710070, LD, D2, CB 60F #6

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Exhibits to such Office Lease, being herein referred to as the "Lease") covering the area more particularly described therein and including the rights of Tenant to let or use certain other areas of the Building (as defined below) in accordance with the terms of the Lease (the "Demised Premises") in the building ("Building") forming a part of the Property; and

WHEREAS, pursuant to a request for an estoppel certificate, Tenant has delivered a true and complete copy of the Lease to Lender, the receipt of which is hereby acknowledged by the Lender; and

WHEREAS, the term "Landlord" shall mean Borrower or any other landlord under the Lease from time to time, and the term "Prior Landlord" shall mean a landlord under the Lease at any time prior to the Successor (as hereinafter defined) becoming Landlord; and

WHEREAS, capitalized terms not otherwise defined herein shall have the meaning set forth in the Lease; and

WHEREAS, Tenant, Borrower and Lender desire to confirm their understanding with respect to the Lease and the Mortgage.

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

1. The Lease now is and shall at all times continue to be subject and subordinate in each and every respect to the liens of the Mortgage and to all the terms, conditions and provisions thereof and all other security instruments securing the Property and held by Lender and all advances made or to be made thereunder. The provisions of this Agreement shall be self-operative, and no further instrument shall be necessary to effectuate the terms hereof. Nevertheless, Tenant, promptly following any request made by Lender from time to time, shall execute and deliver any certificate or other instrument that Lender may reasonably request, and which is reasonably acceptable to Tenant, to confirm said subordination, provided that any such certificate or other instrument shall be consistent with the terms of this Agreement and not in derogation of the rights of Tenant hereunder.

2. Tenant certifies that the Lease is currently in full force and effect and unmodified; that except as expressly permitted under the Lease no fixed rent, additional rent or other sum payable thereunder has been paid more than one (1) month in advance of its due date; and that no default by Tenant exists

under the Lease. Tenant hereby certifies that to the best of its knowledge, Landlord is not in default under the Lease.

3. Tenant agrees that without the prior written approval from Lender, terminate or cancel the Lease or enter into any agreement to terminate or cancel the Lease, provided, however, nothing in this Agreement shall prevent, limit or restrict in any way, Tenant from exercising any rights of termination, cancellation or contraction, whether for all or any portion of the Demised Premises, that it may expressly have under the terms of the Lease, including, without limitation, (i) Tenant's rights to terminate in the case of a casualty, condemnation or untenability, (ii) Tenant's right to terminate the 79th Floor Premises and (iii) Tenant's contraction rights, in each case as such rights are set forth in the Lease. Furthermore, Lender shall not be bound by any modification or amendment to the Lease that is made without the Lender's consent, except for amendments that are required under the Lease. Lender agrees that to the extent Lender's approval or consent is required with respect to the Lease, Lender shall not unreasonably withhold or delay its approval or consent.

4. As long as a Default is not then continuing under the terms of Lease: (i) Lender shall not name Tenant as a party defendant to any action for foreclosure or other enforcement of the Mortgage (unless required by law in which event no personal judgment on the Mortgage will be taken against Tenant and no action which violates the other terms of this Agreement will be taken by Lender in such action); (ii) Tenant's possession or occupancy of the Demised Premises and Tenant's rights and privileges under the Lease, and any extensions or renewals thereof which may be effected in accordance with any option therefor in the Lease, shall not be terminated, diminished or interfered with by Lender in the exercise of any of the Lender's rights under the Mortgage, unless Landlord would have had such right if the Mortgage had not been made; and (iii) Lender shall recognize the Lease (except as otherwise expressly provided herein), and will thereby establish direct privity of estate and contract between Lender and Tenant with the same force and effect and with the same relative priority in time and right as though the Lease were directly made by and between Lender and Tenant.

5. If (a) any proceedings are brought for the foreclosure of the Mortgage; (b) the Property (or any part thereof) should be sold pursuant to a trustee's sale; or (c) the Property is conveyed by deed in lieu or assignment in lieu of foreclosure, and in such event the Successor (as defined below) acquires title to the Demised Premises (the "Lease Transfer"), then if Lender (or any other holder of the Note or such holders' nominee), its nominee, or the purchaser at such foreclosure sale

or under a conveyance in lieu of foreclosure (any of the foregoing, including Lender, collectively being the "Successor") so elects, Tenant shall attorn to the Successor, as the Landlord under the Lease. After the Lease Transfer, such attornment shall be effective and self-operative without the execution of any further instrument on the part of any of the parties hereto. Each Successor and Tenant shall, however, execute an instrument in confirmation of the foregoing provisions within thirty (30) days following written demand by the other, which instrument shall contain the agreement of Tenant to attorn as set forth above and the Successor to accept said attornment by Tenant on such terms, to affirm Successor's obligations under the Lease, except as provided herein, and to be bound to Tenant under all of the terms, covenants and conditions of the Lease, except as provided herein, and which instruments shall in any event be consistent with the terms of this Agreement and not in derogation of any other rights of the parties hereunder.

6. In the event that any Successor acquires or succeeds to the interest of Landlord under the Lease by any reason then (a) such Successor, shall, after the Lease Transfer, have the same remedies by entry, action, or otherwise in the event of any continuing Default by Tenant under the Lease that Landlord had or would have had from and after Tenant's attornment, and (b) except as otherwise set forth herein, such Successor shall be bound to Tenant under all the terms, covenants, and conditions of the Lease. Except as herein provided, Tenant shall, from and after the Lease Transfer, have the same remedies against such Successor for the breach of any agreement contained in the Lease that Tenant might have had under the Lease against Borrower or such other Landlord if such Successor had not succeeded to the interest of Borrower (or other Landlord); provided, however, that such Successor, except as otherwise set forth in this Agreement, shall not be

(a) bound by any prepayment, unless consented to in writing by Lender or such Successor, of fixed rent, additional rent or any other sum that Tenant might have paid for more than one month in advance of its due date (other than prepayments of Expenses and Taxes) to any Prior Landlord, unless any such prepaid amount is actually received by such Successor; or

(b) except as otherwise set forth herein, subject to any abatement, credit, offset, claim for damages or defense against any Prior Landlord arising from agreements between the Prior Landlord and Tenant which are outside of the Lease, unless (i) such other agreements are reflected in the Lease and arise out of or relate to the Demised Premises or (ii) Lender or Successor had received notice of the default or breach giving

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rise to any such claimed abatement, credit, offset, claim or defense; and

(c) except as otherwise set forth herein, personally liable for any act or omission of any Prior Landlord, provided that Successor shall be liable for its acts or omissions which occur during the Successor's ownership of the Property.

Notwithstanding anything in this Agreement to the contrary, any Successor shall be obligated to perform the continuing obligations of Landlord under the Lease as to conditions existing as of the date of the Lease Transfer or arising thereafter, including, without limitation, the provisions of ongoing services, repairs and maintenance, as provided in the Lease.

LENDER HEREBY EXPRESSLY ACKNOWLEDGES AND AGREES, ON BEHALF OF ITSELF AND ANY SUCCESSOR, THAT NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH HEREIN, ALL OF THE ABATEMENTS, CREDITS, OFFSETS, CLAIMS, DEFENSES AND OTHER RIGHTS AND REMEDIES PROVIDED TO TENANT UNDER THE LEASE SHALL AT ALL TIMES BE AVAILABLE TO TENANT TO THE FULLEST EXTENT SET FORTH IN THE LEASE, WHETHER OR NOT THE ACTION GIVING RISE TO ANY SUCH RIGHTS IS CAUSED BY A PRIOR LANDLORD OR A SUCCESSOR.

7. If any act or omission by Landlord would give Tenant the right, immediately or after lapse of time, to cancel or terminate the Lease or to claim a partial or total eviction, Tenant will not exercise any such right until (i) it has given written notice of such act or omission to Lender, by delivering written notice of such act or omission addressed to Lender at its last address so furnished and (ii) following the giving of such written notice, Lender shall not have remedied such act or omission within the cure period available to Landlord under the Lease.

8. Anything herein or in the Lease to the contrary notwithstanding, in the event that Lender or Successor, by reason of a default under the Mortgage, shall acquire title to the Property, or shall otherwise become liable for any obligations of Landlord under the Lease, Lender shall, except as specifically agreed to by Lender, have no obligation or incur any liability beyond Lender's then interest, if any, in the Property (including any title and casualty insurance proceeds and condemnation awards); and, except as specifically agreed to by Lender, Tenant 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 Lease. Tenant agrees that with respect to any money judgment that may be obtained or secured by Tenant against Lender, Tenant shall look solely to the

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estate or interest owned by Lender in the Property, and Tenant will not collect or attempt to collect any such judgment out of any other assets of Lender.

9. Borrower hereby agrees and acknowledges that (i) Borrower has requested Tenant to execute and deliver the within Agreement and (ii) in the event of a default under the Mortgage or other loan documents, Tenant may, without liability to Landlord, under the terms of this Agreement, pay Rent (and all other sums due under the Lease) to Lender (prior to the Lease Transfer) or any Successor (after the Lease Transfer) and otherwise comply with the terms of this Agreement and Borrower hereby unconditionally and irrevocably authorizes the Tenant to make all such payments requested to the Lender or a Successor, without further inquiry and notwithstanding any contrary direction from Borrower. All payments that are so made to the Lender or a Successor shall be deemed paid by Tenant (and credited on behalf of Tenant) under the terms of the Lease.

10. Tenant agrees that this Agreement satisfies any condition or requirement in the Lease relating to the granting of a non-disturbance agreement by Lender. Tenant further agrees that if there is any inconsistency between the terms and provisions hereof and the terms and provisions of the Lease dealing with subordination and attornment by a tenant or non-disturbance by a mortgagee, the terms and provisions hereof shall be controlling.

11. Any notice or communication required or permitted hereunder shall be given in writing, sent registered mail, postage prepaid, return receipt requested, or by Federal Express or similar overnight express service addressed as set forth on Exhibit C annexed hereto, or to such other address or in care of such other person as hereafter shall be designated in writing by the applicable party sent in the manner in this paragraph 10 provided and shall be deemed to have been given as of the date of receipt.

12. This Agreement shall be governed by the laws of the State of Illinois. If any term of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term to any person or circumstances other than those as to which it is invalid or unenforceable shall not be affected hereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

13. In the event any party hereto brings or commences a legal proceeding to enforce any of the terms of this Agreement, the prevailing party in such action shall have the right to recover reasonable attorneys' fees and costs from the losing party or parties, to be fixed by the court in the same action. The term "legal proceedings" shall include appeals from a lower court judgment as well as proceedings in the Federal Bankruptcy Court, whether or not they are adversary proceedings or contested matters. The "prevailing party" involved in proceedings in the Federal Bankruptcy Court shall mean the prevailing party in an adversary proceeding or contested matter, or any other actions taken by the non-bankrupt party which are reasonably necessary to protect its rights under the terms of this Agreement.

14. This Agreement may not be modified except by an agreement in writing signed by the parties or their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, representatives, successors and assigns, including, without limitation, any subtenants of Tenant.

15. Landlord hereby notifies Tenant that the Lease and the rent and all other sums due thereunder have been assigned by Landlord to Lender as additional security for Lender's loan. Provided that at the time Lender makes its request, as set forth below, Tenant receives assurances reasonably satisfactory to it (including, without limitation, an indemnity from Lender or such other creditworthy entity reasonably acceptable to Tenant against any Landlord Claims (as defined below)) that, upon Tenant's compliance with the provisions of this sentence, Tenant is and will be released by Landlord from any and all Landlord Claims (as defined below) with respect to any payments made to Lender hereunder, if Lender notifies Tenant in writing of Lender's election under the Mortgage or any other loan document to collect rent and all other sums due under the Lease and simultaneously therewith delivers to Tenant a certificate executed by an officer of Lender certifying that Lender is entitled to receive all such payments under the Lease that Lender is so demanding, and Lender demands that Tenant pays same to Lender, Tenant agrees that it will honor such demand and pay its rent and all other sums due Landlord under the Lease directly to Lender or as directed by Lender in writing, notwithstanding any contrary claims, directions, or instructions by Landlord, provided, that Tenant's obligations under this sentence shall be subject to any ruling by an arbitrator, court of competent jurisdiction or other similar authority requiring Tenant to cease making such payments to Lender or to direct such payments elsewhere. Landlord hereby agrees that it shall and hereby does release Tenant from any and all liability, and hereby waives any and all claims, rights,

causes of action, rights of set off and demands Landlord may have against Tenant, in each case with respect to any payments Tenant makes to Lender hereunder (the aforementioned claims are collectively, the "Landlord Claims"). Upon request by Tenant, Landlord will promptly acknowledge and confirm in writing the foregoing release and waiver in a form reasonably satisfactory to Tenant.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first above written.

LENDER:

CMF CAPITAL COMPANY, L.L.C., a
Delaware limited liability company

By: Melanie B. Carlson

Its: Operations Manager

BORROWER:

BRE/RANDOLPH DRIVE L.L.C., a
Delaware limited liability company

By: Blackstone Real Estate
Randolph Drive L.L.C., a
Delaware limited liability
company, its Managing Member

By: _____
Its: _____

TENANT:

AMOCO CORPORATION, an Indiana
corporation

By: _____
Its: _____

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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first above written.

LENDER:

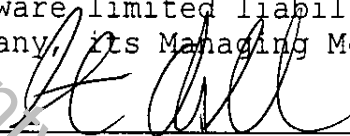
CMF CAPITAL COMPANY, L.L.C., a
Delaware limited liability company

By: _____
Its: _____

BORROWER:

BRE/RANDOLPH DRIVE L.L.C., a
Delaware limited liability company

By: Blackstone Real Estate
Randolph Drive L.L.C., a
Delaware limited liability
company, its Managing Member

By: 
Its: VICE PRESIDENT

TENANT:

AMOCO CORPORATION, an Indiana
corporation

By: 
Its: AGENT AND ATTORNEY-IN-FACT

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STATE OF ILLINOIS ~~CT~~)
) SS
COUNTY OF ~~COOK~~)

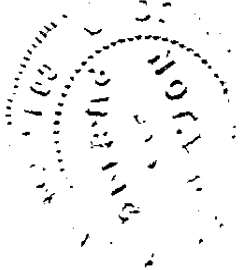
I, Donna J. Miller, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Nicoline Carlson personally known to me to be the Operations Manager of Amoco Cooperation (the "Company"), whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument of writing as Operations Manager of the Company as his/her free and voluntary act and as the free and voluntary act and as the free and voluntary act and deed of each the Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 11th day of December, 1998.

My Commission Expires:

Donna J. Miller

Donna J. Miller
Notary Public, State of Connecticut
Commission Expires: November 30, 2002



CMF Capital Company, L.L.C.

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EXHIBIT A

08144136

DESCRIPTION OF MORTGAGE

That certain Mortgage, Security Agreement and Fixture Filing dated of even date herewith by Borrower for the benefit of Lender in respect of the Property.

P.I.N 17-10-316-027-0000

200 East Randolph Drive
Chicago-IL 60680-0703

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Exhibit B

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Legal Description of Land

PARCEL 1:

A PARCEL OF LAND, BEING A PART OF THE LANDS LYING EAST OF AND ADJACENT TO THAT PART OF THE SOUTHWEST FRACTIONAL 1/4 OF FRACTIONAL SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN INCLUDED WITHIN FORT DEARBORN ADDITION TO CHICAGO, BEING THE WHOLE OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH PARCEL OF LAND IS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF NORTH STETSON AVENUE AS SHOWN AND DEFINED ON THE PLAT TITLED "PLAT OF MID-AMERICA, A RESUBDIVISION OF THE PRUDENTIAL AND ILLINOIS CENTRAL SUBDIVISION", AND RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS ON NOVEMBER 20, 1957 AS DOCUMENT NO. 17069914, WITH THE NORTH LINE EXTENDED EAST, OF EAST RANDOLPH STREET; THENCE NORTH ALONG SAID EAST LINE OF NORTH STETSON AVENUE, BEING A LINE WHICH IS 451.53 FEET, MEASURED PERPENDICULARLY, EAST FROM AND PARALLEL WITH THE EAST LINE OF NORTH BEAUBIEN COURT, A DISTANCE OF 386.193 FEET; THENCE EAST, ALONG A LINE WHICH IS PERPENDICULAR TO SAID EAST LINE OF NORTH STETSON AVENUE, A DISTANCE OF 332.541 FEET; THENCE SOUTHEASTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 23.284 FEET, TO A POINT WHICH IS 352.541 FEET, MEASURED PERPENDICULARLY EAST FROM SAID EAST LINE OF NORTH STETSON AVENUE, AND 20.00 FEET, MEASURED PERPENDICULARLY, SOUTH FROM SAID LAST DESCRIBED COURSE EXTENDED EAST; THENCE SOUTH ALONG A LINE WHICH IS 352.541 FEET, MEASURED PERPENDICULARLY, EAST FROM AND PARALLEL WITH SAID EAST LINE OF NORTH STETSON AVENUE, A DISTANCE OF 369.993 FEET TO AN INTERSECTION WITH SAID NORTH LINE OF EAST RANDOLPH STREET EXTENDED EAST; THENCE WEST ALONG SAID NORTH LINE OF EAST RANDOLPH STREET EXTENDED EAST, A DISTANCE OF 352.561 FEET TO THE POINT OF BEGINNING, (EXCEPTING FROM THE WEST 22.00 FEET OF SAID PARCEL OF LAND, THAT PART THEREOF WHICH LIES BELOW AND EXTENDS DOWNWARD FROM A HORIZONTAL PLANE HAVING AN ELEVATION OF 12.50 FEET ABOVE THE CHICAGO CITY DATUM, BEING THAT PART OF SAID PARCEL OF LAND DEDICATED FOR SUBWAY PURPOSES BY INSTRUMENT RECORDED IN SAID RECORDER'S OFFICE ON FEBRUARY 25, 1972 AS DOCUMENT 11817981)

PARCEL 2:

A CERTAIN PARCEL OF LAND LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING THE WHOLE OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID PARCEL COMPRISING THAT PART OF THE SOUTH 1/2 OF EAST LAKE STREET LYING BETWEEN THE EASTERLY LINE OF NORTH STETSON AVENUE AND THE WESTERLY LINE OF NORTH COLUMBUS DRIVE AS DEFINED IN THE AMENDATORY LAKE FRONT ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON SEPTEMBER 17, 1969, RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON APRIL 10, 1970 AS DOCUMENT NO. 21132412, ("1969 AMENDATORY LAKE FRONT ORDINANCE") SAID PARCEL BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF NORTH STETSON AVENUE, AS SHOWN AND DEFINED ON THE PLAT TITLED "PLAT OF MID-AMERICA, A RESUBDIVISION OF THE PRUDENTIAL AND ILLINOIS CENTRAL SUBDIVISION", AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON NOVEMBER 20, 1957 AS DOCUMENT

NO. 17069914, WITH THE NORTH LINE EXTENDED EAST, OF EAST RANDOLPH STREET; THENCE NORTH ALONG SAID EAST LINE OF NORTH STETSON AVENUE, BEING A LINE WHICH IS 481.83 FEET, MEASURED PERPENDICULARLY, EAST FROM AND PARALLEL WITH THE EAST LINE OF NORTH BEAUBIEN COURT, A DISTANCE OF 386.193 FEET FOR A POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE NORTH ALONG THE EAST LINE OF NORTH STETSON AVENUE EXTENDED NORTH, A DISTANCE OF 37 FEET; THENCE EAST ALONG A LINE WHICH IS PERPENDICULAR TO SAID EAST LINE OF NORTH STETSON AVENUE EXTENDED, A DISTANCE OF 352.541 FEET; THENCE SOUTH AND PARALLEL WITH SAID EAST LINE OF NORTH STETSON AVENUE EXTENDED, A DISTANCE OF 57 FEET; THENCE NORTHWESTERLY ALONG A STRAIGHT LINE TO A POINT 332.541 FEET, EASTERLY OF AND PERPENDICULAR TO THE POINT OF BEGINNING ON THE NORTH LINE OF THE PREMISES CONVEYED IN DEED DATED OCTOBER 2, 1969 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 20977373; THENCE WEST ALONG SAID NORTH LINE, 332.541 FEET TO THE POINT OF BEGINNING, ALL OF SAID PROPERTY BEING PART OF THE LANDS LYING EAST OF AND ADJACENT TO THAT PART OF THE SOUTHWEST FRACTIONAL 1/4 OF FRACTIONAL SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, INCLUDED WITHIN FORT DEARBORN ADDITION TO CHICAGO, BEING THE WHOLE OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, (EXCEPT THE PORTION OF THE ABOVE DESCRIBED PROPERTY DEDICATED TO THE CITY OF CHICAGO FOR STREET PURPOSES PURSUANT TO THE 1969 AMENDATORY LAKEFRONT ORDINANCE, WHICH EXCEPTED PORTION LIES BELOW A PLANE EXTENDING HORIZONTALLY NORTHWARD FROM THE SOUTH LINE OF THE ABOVE DESCRIBED PROPERTY, THE PROFILE OF WHICH PLANE (AS VIEWED FROM THE SOUTH) IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF NORTH COLUMBUS DRIVE WITH THE SOUTH LINE OF THE ABOVE DESCRIBED PARCEL (SAID SOUTH LINE BEING COINCIDENTAL WITH THE CENTERLINE OF EAST LAKE ST, 74.00 FEET WIDE) SAID POINT BEING AT AN ELEVATION OF 41.360 FEET ABOVE CHICAGO CITY DATUM; THENCE WEST ON A STRAIGHT INCLINED LINE TO A POINT OF VERTICAL CURVE WHICH IS 100.54 FEET, MEASURED HORIZONTALLY, FROM SAID WEST LINE OF NORTH COLUMBUS DRIVE, SAID POINT BEING AT AN ELEVATION OF 42.121 FEET ABOVE THE CHICAGO CITY DATUM; THENCE WEST ALONG A 100 FOOT VERTICAL (PARABOLIC) CURVE, THE TANGENT LINES OF WHICH INTERSECT AT A POINT 150.54 FEET, MEASURED HORIZONTALLY, WEST FROM SAID WEST LINE OF NORTH COLUMBUS DRIVE AT AN ELEVATION OF 42.500 FEET ABOVE THE CHICAGO CITY DATUM, TO THE POINT OF TANGENCY OF SAID VERTICAL CURVE WHICH IS 200.54 FEET, MEASURED HORIZONTALLY, WEST FROM SAID WEST LINE OF NORTH COLUMBUS DRIVE, SAID POINT OF TANGENCY BEING AT AN ELEVATION OF 41.805 FEET ABOVE THE CHICAGO CITY DATUM; THENCE WEST ON A STRAIGHT INCLINED LINE TO A POINT OF VERTICAL CURVE WHICH IS 305.54 FEET, MEASURED HORIZONTALLY, FROM SAID WEST LINE OF NORTH COLUMBUS DRIVE, SAID POINT OF VERTICAL CURVE BEING AT AN ELEVATION OF 40.347 FEET ABOVE THE CHICAGO CITY DATUM; THENCE WEST ALONG A 50 FOOT VERTICAL (PARABOLIC) CURVE, A DISTANCE OF 47.001 FEET, MEASURED HORIZONTALLY TO THE EAST LINE OF NORTH STETSON AVENUE EXTENDED, SAID POINT ON THE VERTICAL CURVE BEING AT AN ELEVATION OF 40.001 FEET ABOVE THE CHICAGO CITY DATUM, THE TANGENT LINES OF SAID VERTICAL CURVE INTERSECT AT A POINT 330.54 FEET, MEASURED HORIZONTALLY, WEST FROM SAID WEST LINE OF NORTH COLUMBUS DRIVE AT AN ELEVATION 40.000 FEET ABOVE THE CHICAGO CITY DATUM AND THE POINT OF TANGENCY OF SAID VERTICAL CURVE, BEING 355.54 FEET, MEASURED HORIZONTALLY, WEST FROM SAID WEST LINE OF NORTH COLUMBUS DRIVE, AT AN ELEVATION OF 40.000 FEET ABOVE THE CHICAGO CITY DATUM).

PARCEL 3:

A CERTAIN PARCEL OF LAND LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING THE WHOLE OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,

ILLINOIS, SAID PARCEL COMPRISING THAT PART OF THE NORTH 1/2 OF EAST LAKE STREET LYING BETWEEN THE EASTERLY LINE OF NORTH STETSON AVENUE AND THE WESTERLY LINE OF NORTH COLUMBUS DRIVE AS DEFINED IN THE AMENDATORY LAKE FRONT ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON SEPTEMBER 17, 1969 RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON APRIL 10, 1970 AS DOCUMENT NO. 21132412 (1969 AMENDATORY LAKE FRONT ORDINANCE"), SAID PARCEL BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF NORTH STETSON AVENUE, 74.00 FEET WIDE, AS SAID NORTH STETSON AVENUE IS SHOWN AND DEFINED ON THE PLAT TITLED "PLAT OF MID-AMERICA, A RESUBDIVISION OF THE PRUDENTIAL AND ILLINOIS CENTRAL SUBDIVISION", AND RECORDED IN THE RECORDER'S OFFICE OF SAID COOK COUNTY, ILLINOIS ON NOVEMBER 20, 1957 AS DOCUMENT NO. 17069914 WITH THE NORTH LINE OF EAST LAKE STREET, 74.00 FEET WIDE, AS SAID EAST LAKE STREET IS DEFINED IN THE 1969 AMENDATORY LAKE FRONT ORDINANCE (SAID POINT OF INTERSECTION BEING 460.193 FEET MEASURED ALONG SAID EAST LINE OF NORTH STETSON AVENUE NORTH FROM THE POINT OF INTERSECTION OF SAID EAST LINE WITH THE NORTH LINE, EXTENDED EAST OF EAST RANDOLPH STREET); THENCE SOUTH ALONG SAID EAST LINE OF NORTH STETSON AVENUE, A DISTANCE OF 37.00 FEET TO THE NORTHERLY LINE OF THE PROPERTY CONVEYED TO STANDARD OIL COMPANY, AN INDIANA CORPORATION, BY DEED DATED OCTOBER 2, 1969 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 20977375; THENCE EAST ALONG A LINE PERPENDICULAR TO SAID EAST LINE OF NORTH STETSON AVENUE (SAID PERPENDICULAR LINE BEING THE NORTH LINE OF THE PROPERTY CONVEYED TO STANDARD OIL COMPANY, AN INDIANA CORPORATION, BY DEED RECORDED IN SAID RECORDER'S OFFICE AS DOCUMENT NO. 20977375) A DISTANCE OF 352.541 FEET TO AN INTERSECTION WITH THE WEST LINE OF NORTH COLUMBUS DRIVE AS SAID NORTH COLUMBUS DRIVE WAS DEDICATED AND CONVEYED TO THE CITY OF CHICAGO BY INSTRUMENT RECORDED IN SAID RECORDER'S OFFICE ON JUNE 5, 1973 AS DOCUMENT NO. 21925615; THENCE NORTH ALONG SAID WEST LINE OF NORTH COLUMBUS DRIVE, A DISTANCE OF 37.00 FEET TO THE SOUTH LINE OF THE ADJOINING PROPERTY; THENCE WEST ALONG A LINE WHICH IS PERPENDICULAR TO SAID EAST LINE OF NORTH STETSON AVENUE, A DISTANCE OF 352.541 FEET TO THE POINT OF BEGINNING, (EXCEPT THE PORTION OF THE ABOVE DESCRIBED PROPERTY DEDICATED TO THE CITY OF CHICAGO FOR STREET PURPOSES PURSUANT TO THE 1969 AMENDATORY LAKEFRONT ORDINANCE, WHICH EXCEPTED PORTION LIES BELOW A PLANE EXTENDING HORIZONTALLY NORTHWARD FROM THE SOUTH LINE OF THE ABOVE DESCRIBED PROPERTY, THE PROFILE OF WHICH PLANE (AS VIEWED FROM THE SOUTH) IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF NORTH COLUMBUS DRIVE WITH THE SOUTH LINE OF THE ABOVE DESCRIBED PARCEL (SAID SOUTH LINE BEING COINCIDENTAL WITH THE CENTERLINE OF EAST LAKE STREET, 74.00 FEET WIDE) SAID POINT BEING AT AN ELEVATION OF 41.360 FEET ABOVE THE CHICAGO CITY DATUM; THENCE WEST ON A STRAIGHT INCLINED LINE TO A POINT OF VERTICAL CURVE WHICH IS 100.54 FEET, MEASURED HORIZONTALLY, FROM SAID WEST LINE OF NORTH COLUMBUS DRIVE, SAID POINT BEING AT AN ELEVATION OF 42.121 FEET ABOVE THE CHICAGO CITY DATUM; THENCE WEST ALONG A 100 FOOT VERTICAL (PARABOLIC) CURVE, THE TANGENT LINES OF WHICH INTERSECT AT A POINT 150.54 FEET, MEASURED HORIZONTALLY, WEST FROM SAID WEST LINE OF NORTH COLUMBUS DRIVE AT AN ELEVATION OF 42.500 FEET ABOVE THE CHICAGO CITY DATUM, TO THE POINT OF TANGENCY OF SAID VERTICAL CURVE WHICH IS 200.54 FEET, MEASURED HORIZONTALLY, WEST FROM SAID WEST LINE OF NORTH COLUMBUS DRIVE, SAID POINT OF TANGENCY BEING AT AN ELEVATION OF 41.805 FEET ABOVE THE CHICAGO CITY DATUM; THENCE WEST ON A STRAIGHT INCLINED LINE TO A POINT OF VERTICAL CURVE, WHICH IS 305.54 FEET, MEASURED HORIZONTALLY, FROM SAID WEST LINE OF NORTH COLUMBUS DRIVE, SAID POINT OF VERTICAL CURVE BEING AT AN ELEVATION OF 40.347 FEET ABOVE THE CHICAGO CITY DATUM; THENCE WEST ALONG A 50 FOOT VERTICAL (PARABOLIC) CURVE,

A DISTANCE OF 47.001 FEET MEASURED HORIZONTALLY TO THE EAST LINE, OF NORTH STETSON AVENUE EXTENDED, SAID POINT ON THE VERTICAL CURVE BEING AT AN ELEVATION OF 40.001 FEET ABOVE THE CHICAGO CITY DATUM, THE TANGENT LINES OF SAID VERTICAL CURVE INTERSECT AT A POINT 330.54 FEET, MEASURED HORIZONTALLY, WEST FROM SAID WEST LINE OF NORTH COLUMBUS DRIVE AT AN ELEVATION OF 40.000 FEET ABOVE THE CHICAGO CITY DATUM AND THE POINT OF TANGENCY OF SAID VERTICAL CURVE BEING 355.54 FEET, MEASURED HORIZONTALLY, WEST FROM SAID WEST LINE OF NORTH COLUMBUS DRIVE, AT AN ELEVATION OF 40.000 FEET ABOVE THE CHICAGO CITY DATUM)

PARCEL 4:

EASEMENT IN FAVOR OF PARCELS 1, 2 & 3 AS CREATED BY THAT CERTAIN CROSS EASEMENT AND OPERATING AGREEMENT DATED AS OF DECEMBER 14, 1990, BY AND BETWEEN PRUDENTIAL PLAZA ASSOCIATES, AN ILLINOIS JOINT VENTURE, AND AMPROP FINANCE COMPANY, AN INDIANA CORPORATION, A MEMORANDUM OF WHICH WAS RECORDED MAY 24, 1991 AS DOCUMENT NO. 91248078, FOR USE OF THE "EASEMENT CORRIDOR" AND THE "BRIDGE," AS "EASEMENT CORRIDOR" AND "BRIDGE" ARE DEFINED THEREIN; FOR ACCESS, INGRESS AND EGRESS OF PEDESTRIAN TRAFFIC; FOR INSTALLATION AND MAINTENANCE OF UTILITY FACILITIES, FIBER OPTIC CABLES AND CONDUITS, TELECOMMUNICATION CABLES AND CONDUITS, AND MAIL CONVEYOR SYSTEM CABLES AND CONDUITS; FOR CONSTRUCTION, RECONSTRUCTION, MAINTENANCE, REPAIR AND IMPROVEMENTS TO THE BRIDGE STRUCTURE; AND FOR OTHER PURPOSES; SAID EASEMENTS AND OTHER RIGHTS ARE MORE PARTICULARLY DEFINED IN SAID CROSS EASEMENT AND OPERATING AGREEMENT, OVER, UPON AND ACROSS THE AREAS THEREIN DESIGNATED, IN COOK COUNTY, ILLINOIS.

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EXHIBIT C

If to Lender: CMF Capital Corporation, L.L.C.
c/o General Electric Capital Corporation
125 Park Avenue
New York, New York 10107
Attn: Manager-Project Amoco
Telephone No.:
Telecopy No.: (212) 850-5850

with copies to: CMF Capital Corporation, L.L.C.
c/o General Electric Capital Corporation
Legal Department
292 Long Ridge Road
Stamford, Connecticut 06927
Attn: Legal-Project Amoco
Telephone No.:
Telecopy No.:

and: Latham & Watkins
885 Third Avenue
New York, New York 10022
Attn: James I. Hisiger, Esq.
Telephone No.:
Telecopy No.: (212) 751-4864

If to Tenant: AmProp Finance Company
c/o Amoco Corporation
200 E. Randolph Drive
Mail Code: 3205B
Chicago, Illinois 60601
Attention: Brett R. Keenan
Telephone No.: (312) 856-5267
Telecopy No.: (312) 856-4346

with copies to: AmProp Finance Company
c/o Amoco Corporation
200 E. Randolph Drive
Mail Code: 2203
Chicago, Illinois 60601
Attention: Roger A. Hage
Telephone No.: (312) 856-5793
Telecopy No.: (312) 856-6851

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and:

Sidley & Austin
One First National Plaza
Suite 4600
Chicago, Illinois 60603
Attention: Anthony J. Aiello, Esq.
Telephone No.: (312) 853-7128
Telecopy No.: (312) 853-7036

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If to Borrower:

c/o Blackstone Real Estate Acquisitions
L.L.C.
345 Park Avenue, 32nd Floor
New York, New York 10154
Attention: Steven E. Orbuch
Telephone No.: (212) 754-7358
Telecopy No.: (212) 754-8730

with a copy to:

Simpson Thacher & Bartlett
425 Lexington Avenue
New York, New York 10017
Attention: Gregory J. Ressa
Telephone No.: (212) 455-7430
Telecopy No.: (212) 455-2502