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Doc#: 1225539064 Fee: \$82.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 09/11/2012 01:14 PM Pg: 1 of 23

ONE NORTH FRANKLIN, L.P., as mortgagor

to

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.,
as nominee of U.S. Bank National Association, not individually but solely as trustee for the
Maiden Lane Commercial Mortgage-Backed Securities Trust 2008-1, Wells Fargo Bank,
National Association, DekaBank Deutsche Girozentrale and Münchener Hypothekenbank
eG (collectively, as successor-in-interest to Bear Stearns Commercial Mortgage, Inc., a New
York corporation, solely with respect to the Loan), as mortgagee

23

**FOURTH AMENDMENT TO AMENDED AND RESTATED
MORTGAGE AND SECURITY AGREEMENT**

Dated: As of September 9, 2012
Location: One North Franklin, Chicago, Illinois
County: Cook
PIN: 17-09-456-001-0000, 17-09-456-002-0000
MERS MIN: 8000101-0000006868-3
PREPARED BY AND UPON
RECORDATION RETURN TO:
SIDLEY AUSTIN LLP
One South Dearborn
Chicago, IL 60603
Attention: Michael A. Demetriou

NCS 304836C

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FOURTH AMENDMENT TO AMENDED AND RESTATED MORTGAGE AND SECURITY AGREEMENT

THIS FOURTH AMENDMENT TO AMENDED AND RESTATED MORTGAGE AND SECURITY AGREEMENT (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, this "**Amendment**") is made as of this 9th day of September, 2012, by **ONE NORTH FRANKLIN, L.P.**, a Delaware limited partnership, having its principal place of business at c/o Tishman Speyer, 45 Rockefeller Plaza, New York, New York 10111 ("**Mortgagor**"), as mortgagor for the benefit of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.**, a Delaware corporation, having an address at 1595 Spring Hill Road, Suite 310, Vienna, Virginia 22182 ("**Beneficiary**"), as nominee of **U.S. BANK NATIONAL ASSOCIATION, not individually but solely as trustee for the MAIDEN LANE COMMERCIAL MORTGAGE-BACKED SECURITIES TRUST 2008-1** ("**Maiden Lane**"), having an address at c/o The Federal Reserve Bank of New York, 33 Liberty Street, New York, New York 10045, Attention: Zachary Taylor, **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association, successor by merger to Wachovia Bank, National Association ("**Wells**"), having an address at 123 N. Wacker Drive, 19th Floor, Chicago, Illinois 60606, Attention Cullin Barry, **DEKABANK DEUTSCHE GIROZENTRALE**, a German banking corporation, having an address at Mainzer Landstrasse 16, 60325, Frankfurt am Main, Germany ("**Deka**"), **MÜNCHENER HYPOTHEKENBANK EG**, a German cooperative company, having an address at Karl-Scharnagl-Ring 10, 80539, München, Germany ("**MHB**"; together with Maiden Lane, Wells, Deka and each of their respective successors and/or assigns, "**Mortgagee**"), as mortgagee.

WITNESSETH:

WHEREAS, Mortgagee is the owner and holder of certain promissory notes (collectively, the "**Original Note**"), each dated as of August 29, 2008, in the aggregate original principal amount of \$709,165,709.82 made by Mortgagor and the entities set forth on Schedule I annexed hereto (collectively, the "**Other Borrowers**"; Mortgagor and the Other Borrowers, collectively, "**Borrower**") in favor of Maiden Lane (as successor in interest to Bear Stearns Commercial Mortgage, Inc., a New York corporation ("**Original Lender**"), solely with respect to the Loan) which Original Note evidences a mortgage loan from Mortgagee to Borrower in the principal amount of \$709,165,709.82 (the "**Loan**") pursuant to that certain Second Amended and Restated Loan Agreement, dated as of June 3, 2010 (as the same may be further amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Loan Agreement**");

WHEREAS, the Original Note was secured by, among other things, (a) that certain Amended and Restated Mortgage and Security Agreement, dated as of March 12, 2008, by Mortgagor for the benefit of Beneficiary and recorded March 21, 2008 as Document No. 0808131095, in Cook County, Illinois, as amended by that certain First Amendment to Amended and Restated Mortgage and Security Agreement, dated as of August 29, 2008 and recorded September 10, 2008 as Document No. 0825418116, in Cook County, Illinois, as amended by that certain Second Amendment to Amended and Restated Mortgage and Security Agreement, dated as of September 3, 2008 and recorded September 25, 2008 as Document No. 0826910103, in Cook County, Illinois, as amended by that certain Third Amendment to Amended and Restated

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Mortgage and Security Agreement dated as of June 3, 2010 and recorded June 3, 2010 as Document No. 1015441074, in Cook County, Illinois (collectively, the “**Original Mortgage**”), securing, among other things, a fee and/or leasehold interest, as applicable, in the certain real property (the “**Property**”) more particularly described on Exhibit A attached hereto and (b) that certain Amended and Restated Assignment of Leases and Rents, dated as of March 12, 2008, by Mortgagor for the benefit of Beneficiary and recorded March 21, 2008 as Document No. 0808131096, in Cook County, Illinois, as amended by that certain First Amendment to Amended and Restated Assignment of Leases and Rents, dated as of August 29, 2008, by Mortgagor for the benefit of Beneficiary and recorded September 10, 2008 as Document No. 0825418116, in Cook County, Illinois, as amended by that certain Second Amendment to Amended and Restated Assignment of Leases and Rents, dated as of September 3, 2008, by Mortgagor for the benefit of Beneficiary and recorded September 25, 2008 as Document No. 0826910106, in Cook County, Illinois, as amended by that certain Third Amendment to Amended and Restated Assignment of Leases and Rents, dated as of June 3, 2010 and recorded June 3, 2010 as Document No. 1015441075, in Cook County, Illinois (as the same may be further amended, supplemented, modified, restated, renewed or extended from time to time, the “**ALR**”);

WHEREAS, Mortgagor and Borrower entered into those certain amended and restated promissory notes, dated as of June 3, 2010 (as the same may be further amended, restated, replaced, supplemented or otherwise modified from time to time, collectively, the “**Note**”) (the Loan Agreement and the Note, together with the other documents and instruments evidencing and/or securing the Loan being hereinafter referred to collectively as the “**Loan Documents**”) as further described in the Loan Agreement; and

WHEREAS, Pursuant to the terms of the Loan Agreement, Mortgagor elected to extend the maturity date of the Loan; and

WHEREAS, Mortgagor and Mortgagee desire to and have agreed to make certain amendments to the Original Mortgage as more particularly set forth herein.

NOW, THEREFORE, in consideration of the foregoing and of other good and valuable consideration, the receipt and sufficiency of which prior to the execution of these presents is hereby acknowledged, Mortgagor and Mortgagee now agree to make the following amendments to the Original Mortgage:

1. Incorporation of Recitals. The Recitals set forth above are agreed to by Mortgagor and Mortgagee and are incorporated herein by reference.
2. References to the Mortgage. All references in the Loan Agreement, the Note, the ALR, and the other Loan Documents to the “Mortgage” shall mean the Original Mortgage as amended, restated or otherwise modified on the date hereof, or as may be further amended, restated, consolidated, supplemented or otherwise modified from time to time.
3. Incorporation by Reference. This Amendment is hereby made a part of, and is incorporated by reference in, the Original Mortgage and all Loan Documents. Except as expressly amended by this Amendment, the terms and provisions of the Original

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Mortgage are unchanged and remain in full force and effect and are hereby ratified and confirmed in all respects.

4. Modification of Maturity Date. The Initial Maturity Date has been extended for one (1) year. The Extended Maturity Date of the Loan is September 9, 2013.
5. Interest Rate. The Original Mortgage is hereby supplemented to provide record notice of the interest rate applicable to the Loan, as follows:
 - a. Interest Rate. Interest on the outstanding principal balance of the Loan shall accrue at the Floating Interest Rate (capitalized terms used in this Section 5 and not otherwise defined shall have the meanings set forth in Exhibit B attached hereto and made a part hereof).
 - b. Payment and Calculation of Interest. Interest on the outstanding principal balance of the Loan shall be calculated by multiplying (a) the actual number of days elapsed in the period for which the calculation is being made by (b) a daily rate based on the applicable Interest Rate and on a three hundred sixty (360) day year by (c) the outstanding principal balance.
 - c. Default Rate. In the event that, and for so long as, any Event of Default shall have occurred and be continuing, the outstanding principal balance of the Loan and, to the extent permitted by law, all accrued and unpaid interest in respect of the Loan and any other amounts due pursuant to the Loan Documents, shall immediately and without notice to Mortgagor accrue interest at the Default Rate, calculated from the date the Default giving rise to such Event of Default shall have occurred.
 - d. Interest During Extension Term. As of September 9, 2012, in addition to the interest payable as set forth in Section 5(a) above, Additional Interest shall accrue on the outstanding principal balance of the Loan. Additional Interest shall not be payable on a current basis, but instead shall be due and payable (i) at the time any (voluntary or mandatory) partial prepayment of the Loan is due, in an amount equal to the Additional Interest on the portion of the principal balance of the Loan so prepaid and (ii) at the time the entire outstanding principal balance of the Loan is due, whether on the Maturity Date, upon acceleration or otherwise, in an amount equal to the Additional Interest on the outstanding principal balance of the Loan. Accrued Additional Interest shall not be added to the principal balance of the Loan but shall be compounded every six (6) months.
 - e. Determination of Interest Rate.
 - i. In the event that Mortgagee shall have reasonably determined that by reason of circumstances affecting the interbank eurodollar market LIBOR cannot be determined as provided in the definition of LIBOR as set forth herein, then Mortgagee shall forthwith give notice by telephone of such fact, confirmed in writing, to Mortgagor at least one (1) Business Day prior to the last day of the Interest Period in which such fact shall be determined. If such notice is given, the Loan shall be converted, from and after the first day of the next succeeding Interest Period, to a Prime Rate Loan.

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ii. If, pursuant to the terms of Section 2.2.3(b) of the Loan Agreement (as described in Section 5(e)(i) above), the Loan has been converted to a Prime Rate Loan but thereafter LIBOR can again be determined as provided in the definition of LIBOR as set forth herein, Mortgagee shall give notice thereof to Mortgagor and convert the Prime Rate Loan back to a Floating Interest Rate Loan by delivering to Mortgagor notice of such conversion no later than 11:00 a.m. (New York City Time), three (3) Business Days prior to the next succeeding Determination Date, in which event the Prime Rate Loan shall be converted to a Floating Interest Rate Loan from, after and including the first day of the next succeeding Interest Period. Notwithstanding any provision of this Agreement to the contrary, in no event shall Mortgagor have the right to elect to convert a Floating Interest Rate Loan to a Prime Rate Loan.

iii. If any requirement of law or any change therein or in the interpretation or application thereof, shall hereafter make it unlawful for Mortgagee to make or maintain a Floating Interest Rate Loan as contemplated hereunder, (i) the obligation of Mortgagee hereunder to make a Floating Interest Rate Loan or to convert a Prime Rate Loan to a Floating Interest Rate Loan shall be canceled forthwith and (ii) any outstanding Floating Interest Rate Loan shall be converted automatically to a Prime Rate Loan on the first day of the next succeeding Interest Period or within such earlier period as required by law. Mortgagor hereby agrees promptly to pay Mortgagee, upon demand, any additional amounts necessary to compensate Mortgagee for any costs incurred by Mortgagee in making any conversion in accordance with this Agreement, including, without limitation, any interest or fees payable by Mortgagee to lenders of funds obtained by it in order to make or maintain the Floating Interest Rate Loan under the Loan Agreement. Mortgagee's notice of such costs, as certified to Mortgagor, shall be conclusive absent manifest error. Mortgagee shall demonstrate in any written demand for payment, in reasonable detail, the circumstances giving rise to Mortgagee's determination and the calculation substantiating the Prime Rate and the Prime Rate Spread and any additional costs incurred by Mortgagee in making the conversion which, upon written notice thereof from Mortgagee, shall be conclusive absent manifest error. In the event Mortgagee shall reasonably determine that the aforesaid circumstances no longer exist, the Loan shall be converted to a Floating Interest Rate Loan effective as of the first (1st) day of the next succeeding Interest Period.

6. Mortgage; No Novation. Mortgagor and Mortgagee each covenants, acknowledges and reaffirms that the Original Mortgage as amended by this Agreement, and all of Mortgagor's and Mortgagee's respective obligations thereunder, and under the other Loan Documents, are and shall remain in full force and effect. This Agreement is not a novation nor is it to be construed as a release or modification of any of the terms, conditions, representations, warranties, covenants, rights or remedies as set forth in the Original Mortgage, or in any of the other Loan Documents.

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7. Successors and Assigns. The terms and provisions of this Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, and assigns forever.
8. Capitalized Terms. Capitalized terms used herein but not defined shall have the meanings ascribed to them in the Original Mortgage.
9. Counterparts. This Amendment may be executed in any number of duplicate originals and each such duplicate original shall be deemed to constitute but one and the same instrument.
10. Authority. Each of the Mortgagor and Mortgagee represents and warrants to each other that such party and the person executing this Amendment on such party's behalf has the full power and authority to enter into and execute this Amendment and that this Amendment constitutes the valid, binding and enforceable obligation of such party.
11. Governing Law. This Amendment shall be governed in accordance with the terms and provisions of Section 10.3 of the Loan Agreement.
12. Exculpation. Notwithstanding anything to the contrary contained in this Agreement, the limitations on liability as set forth in Section 9.3 of the Loan Agreement are hereby incorporated herein by reference, with the same force and effect as if fully set forth herein.
13. Amendment. This Amendment may not be further modified, amended, changed or terminated orally, but only by an agreement in writing signed by the parties hereto.

[NO FURTHER TEXT ON THIS PAGE]

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IN WITNESS WHEREOF, this Amendment has been executed by Mortgagor and Mortgagee as of the day and year first above written.

MORTGAGOR:

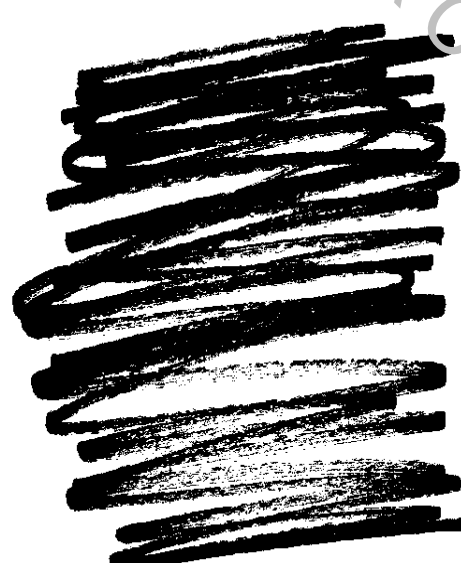
ONE NORTH FRANKLIN, L.P., a Delaware limited partnership

By: One North Franklin GP, L.L.C., a Delaware limited liability company, its general partner

By: 

Name: RUSSELL MAKOWSKY
Title: Vice President and Treasurer

Property of Cook County Clerk's Office

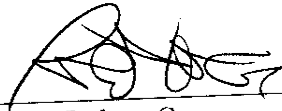


[Signatures continue on following page]

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MORTGAGEE:

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., as nominee for U.S. BANK NATIONAL ASSOCIATION, not individually but solely as trustee for the Maiden Lane Commercial Mortgage-Backed Securities Trust 2008-1

By: 

Name: Robert Cox
Title: Vice President

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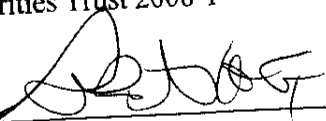
[Signatures continue on following page]

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MORTGAGEE:

**U.S. BANK NATIONAL ASSOCIATION, not
individually but solely as trustee for the
Maiden Lane Commercial Mortgage-Backed
Securities Trust 2008-1**

By: Bank of America, N.A., as Master
Servicer for the Maiden Lane
Commercial Mortgage-Backed
Securities Trust 2008-1

By: 
Name: Robert Cox
Title: Director

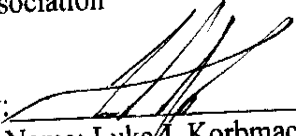


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[Signatures continue on following page]

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WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, successor by merger to Wachovia Bank, National Association

By: 
Name: Luke J. Korbmacher
Title: _____

Luke J. Korbmacher
Vice President

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[Signatures continue on following page]

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MÜNCHENER HYPOTHEKENBANK EG

By: Bank of America, N.A., as authorized pursuant to that certain letter of direction dated as of September 7, 2012

By: 

Name: Robert Cox

Title: Director

Property of Cook County Clerk's Office

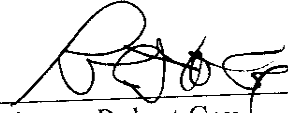


[Signatures continue on following page]

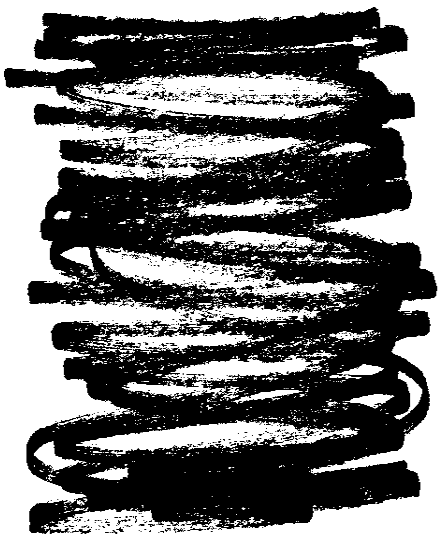
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DEKABANK DEUTSCHE GIRONZENTRALE

By: Bank of America, N.A., as authorized pursuant
to that certain letter of direction dated as of
September 7, 2012

By: 
Name: Robert Cox
Title: Director

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ACKNOWLEDGEMENT

STATE OF New York,
COUNTY OF New York, SS.

I Kerri A. Garrett, do hereby certify that on the 5 day of September, 2012,
Russell M. Bowsley, personally appeared before me and being first duly sworn by me
acknowledged that (s)he signed the foregoing document in the capacity therein set forth and
declared that the statements therein contained are true.

In Witness Whereof, I have hereunto set my hand and seal the day and year before written.

Kerri A. Garrett

Notary Public
(Seal)

My commission expires: _____

KERRI A. GARRETT
Notary Public, State of New York
No. 01GA6022001
Qualified in Queens County
Certificate Filed in New York County
Commission Expires March 22, 2015

Notary Public of Cook County Clerk's Office

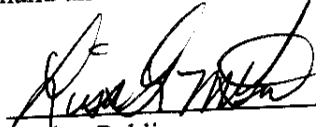
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ACKNOWLEDGEMENT

STATE OF North Carolina
COUNTY OF Mecklenburg) SS.

I Lisa K. Mcgee, do hereby certify that on the 5th day of September, 2012,
Robert Cox, personally appeared before me and being first duly sworn by me
acknowledged that (s)he signed the foregoing document in the capacity therein set forth and
declared that the statements therein contained are true.

In Witness Whereof, I have hereunto set my hand and seal the day and year before written.



Notary Public
(Seal)

My commission expires: September 5, 2014

LISA K MCGEE
NOTARY PUBLIC
MECKLENBURG COUNTY
NORTH CAROLINA
MY COMMISSION EXPIRES SEPT. 05, 2016

Notary Public of Cook County Clerk's Office

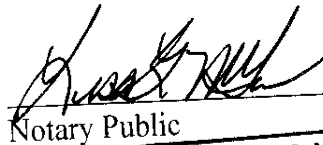
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ACKNOWLEDGEMENT

STATE OF North Carolina
COUNTY OF Mecklenburg) SS.

I, Lisa K. McGeel, do hereby certify that on the 5th day of September, 2012,
Robert (RC), personally appeared before me and being first duly sworn by me
acknowledged that (s)he signed the foregoing document in the capacity therein set forth and
declared that the statements therein contained are true.

In Witness Whereof, I have hereunto set my hand and seal the day and year before written.



Notary Public
(Seal)

My commission expires: September 5, 2016



Property of Cook County Clerk's Office

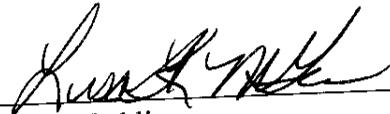
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ACKNOWLEDGEMENT

STATE OF North Carolina)
) SS.
COUNTY OF Mecklenburg

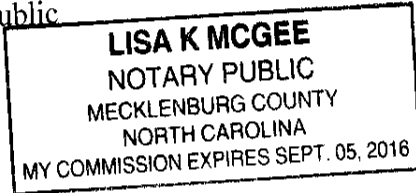
I Lisa K. McGee, do hereby certify that on the 5th day of September, 2012,
Robert (sic), personally appeared before me and being first duly sworn by me
acknowledged that (s)he signed the foregoing document in the capacity therein set forth and
declared that the statements therein contained are true.

In Witness Whereof, I have hereunto set my hand and seal the day and year before written.



Notary Public
(Seal)

My commission expires: September 5, 2016



Property of Cook County Clerk's Office

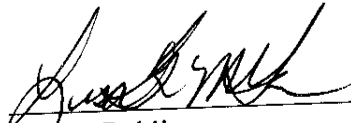
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ACKNOWLEDGEMENT

STATE OF North Carolina)
COUNTY OF Mecklenburg) SS.

I Lisa K. McGee, do hereby certify that on the 5th day of September, 2012,
Robert Cox, personally appeared before me and being first duly sworn by me
acknowledged that (s)he signed the foregoing document in the capacity therein set forth and
declared that the statements therein contained are true.

In Witness Whereof, I have hereunto set my hand and seal the day and year before written.



Notary Public
(Seal)

My commission expires: September 5, 2016



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EXHIBIT A

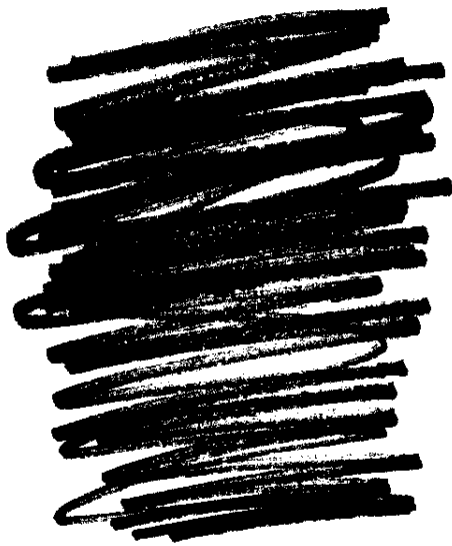
LEGAL DESCRIPTION

PARCEL 1:

LOTS 1 TO 9 IN THE SUBDIVISION OF LOT 5 IN BLOCK 54 IN THE ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE WEST 1/2 OF LOT 6 IN BLOCK 54 IN THE ORIGINAL TOWN OF CHICAGO OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



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EXHIBIT B

Certain Defined Terms

“**Additional Interest**” shall mean interest in addition to interest payable at the Floating Interest Rate (or at the Prime Rate plus the Prime Rate Spread, as applicable) that shall be deemed to accrue on the outstanding principal balance of the Loan at a rate per annum equal to (1) prior to the first Extension Term, zero, (2) during the first Extension Term, 0.50% per annum plus solely with respect to those portions of the Loan then held by Deka or MHB, the applicable Supplemental Spread, if any, and (3) during the second Extension Term, 0.75% per annum plus solely with respect to those portions of the Loan then held by Deka or MHB, the applicable Supplemental Spread, if any, in each case compounded every six (6) months; provided that the aggregate rate at which Additional Interest is calculated shall not exceed 1.0% per annum (compounded every six (6) months).

“**Business Day**” shall mean any day other than a Saturday, Sunday or any other day on which national banks in New York, New York, Chicago, Illinois or the place of business of any servicer are not open for business.

“**Default Rate**” shall mean a rate per annum equal to the lesser of (a) the maximum rate permitted by applicable law or (b) four percent (4%) above the Interest Rate.

“**Determination Date**” shall mean the first day of the Interest Period for which the applicable Interest Rate is being determined.

“**Extension Term**” shall mean, upon Mortgagor’s election, subject to satisfaction of the conditions specified in the Loan Agreement, an extension of the Maturity Date for two (2) successive one year terms (each such option an “**Extension Option**” and each such successive term of one (1) year is an Extension Term).

“**Extended Maturity Date**” shall mean the Initial Maturity Date as extended pursuant to the exercise of each Extension Option.

“**Floating Interest Rate**” shall mean a fluctuating rate per annum equal to LIBOR plus the Spread.

“**Initial Maturity Date**” shall mean the Payment Date occurring in September, 2012.

“**Interest Period**” shall mean, in connection with the calculation of interest accrued with respect to any specified Payment Date, including the Maturity Date, the period commencing on and including the fifteenth (15th) day of the prior calendar month and ending on and including the fourteenth (14th) day of the calendar month in which such Payment Date occurs.

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“**LIBOR**” shall mean, with respect to each Interest Period, the rate equal to (a) the per annum rate for deposits in U.S. dollars for a period equal to the applicable Interest Period on the day that is two (2) London Business Days prior to that respective Interest Period’s Determination Date (rounded upwards, if necessary, to the nearest 1/1000 of 1%); (b) if such rate does not appear on said Telerate Access Service Page, the arithmetic mean (rounded as aforesaid) of the offered quotations of rates obtained by Mortgagee from the Reference Banks for deposits in U.S. dollars for a period equal to the applicable Interest Period to prime banks in the London interbank market as of approximately 11:00 a.m., London time, on the day that is two (2) London Business Days prior to that Determination Date and in an amount that is representative for a single transaction in the relevant market at the relevant time; or (c) if fewer than two (2) Reference Banks provide Mortgagee with such quotations, the rate per annum which Mortgagee determines to be the arithmetic mean (rounded as aforesaid) of the offered quotations of rates which major banks in New York, New York selected by Mortgagee are quoting at approximately 11:00 a.m., New York City time, on the Determination Date for loans in U.S. dollars to leading European banks for a period equal to the applicable Interest Period in amounts of not less than U.S. \$1,000,000.00. Mortgagee’s determination of LIBOR shall be binding and conclusive on Mortgagee absent manifest error. LIBOR may or may not be the lowest rate based upon the market for U.S. Dollar deposits in the London Interbank Eurodollar Market at which Mortgagee prices loans on the date which LIBOR is determined by Mortgagee as set forth above.

“**London Business Day**” shall mean any day other than a Saturday, Sunday or any other day on which commercial banks in London, England are not open for business.

“**Maturity Date**” shall mean the Initial Maturity Date or, following an exercise by Mortgagor of one (1) or more of the Extension Options, the Extended Maturity Date, or such other date on which the final payment of principal of the Note becomes due and payable as therein or herein provided, whether at such stated maturity date, by declaration of acceleration, or otherwise.

“**Payment Date**” shall mean the ninth (9th) day of every month until the Loan has been repaid in full.

“**Prime Rate**” shall mean the annual rate of interest publicly announced by Citibank, N.A. in New York, New York, as its base rate, as such rate shall change from time to time. If Citibank, N.A. ceases to announce a base rate, Prime Rate shall mean the rate of interest published in The Wall Street Journal from time to time as the “Prime Rate.” If The Wall Street Journal ceases to publish the “Prime Rate,” the Mortgagee shall select an equivalent publication that publishes such “Prime Rate,” and if such “Prime Rates” are no longer generally published or are limited, regulated or administered by a governmental or quasi-governmental body, then Mortgagee shall select a comparable interest rate index.

“**Prime Rate Loan**” shall mean the Loan at such time as interest thereon accrues at a rate of interest based upon the Prime Rate plus the Prime Rate Spread.

“**Prime Rate Spread**” shall mean the difference (expressed as the number of basis points) between (a) LIBOR plus the Spread on the date LIBOR was last applicable and (b)

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the Prime Rate on the date that LIBOR was last applicable; provided, however, in no event shall such difference be a negative number.

“**Reference Banks**” shall mean four (4) major banks in the London interbank market selected by Mortgagee.

“**Spread**” shall mean two and twenty-five hundredths percent (2.25%).

“**Supplemental Spread**” shall mean, with respect to the applicable Extension Term, a spread (expressed in basis points) equal to (a) solely with respect to any portion of the outstanding principal amount of the Loan held by Deka (or any successor and/or assign thereof by merger, consolidation, or sale of substantially all assets, but excluding any other successors and/or assigns), any increase in (i) Deka’s cost of funding its portion of the Loan for such Extension Term, over (ii) Deka’s cost of funding its portion of the Loan during the initial term of the Loan as calculated on June 3, 2010, and (b) solely with respect to any portion of the outstanding principal amount of the Loan held by MHB (or any successor and/or assign thereof by merger, consolidation, or sale of substantially all assets, but excluding any other successors and/or assigns), any increase in (i) MHB’s cost of funding its portion of the Loan for such Extension Term, over (ii) MHB’s cost of funding its portion of the Loan during the initial term of the Loan as calculated on June 3, 2010. Each of Deka and MHB shall determine its respective cost of funding for the applicable Extension Term two (2) Business Days prior to the commencement of such Extension Term and shall each provide Mortgagor with a certificate certifying that (i) such Supplemental Spread is necessary to properly compensate such Mortgagor for the increase in the cost of funding and continuing to provide its respective portion of the Loan during the Extension Term, (ii) such Mortgagor has calculated its cost of funding in good faith, and (iii) such cost of funding was calculated in substantially the same manner as for loans similar to the Loan with other U.S. borrowers. Any such calculation shall be binding on the parties absent manifest error. The Supplemental Spread shall only be applicable with respect to such portions of the Loan held by Deka or MHB (including, in each case, their respective successors and/or assigns by merger, consolidation, sale of substantially all assets but excluding any other successors and/or assigns). Each of Deka and MHB shall endeavor to provide Mortgagor with a non-binding indication of its cost of funding its respective portion of the Loan approximately thirty (30) days prior to the commencement of the applicable Extension Term as if the Loan were extended on the date of calculation; provided that any failure by Deka or MHB to provide such indication shall not be deemed a breach of Mortgagee’s obligations hereunder and shall have no effect whatsoever on the rights and obligations of the parties hereunder.

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SCHEDULE I

OTHER BORROWERS

1. 161 North Clark, L.P., a Delaware limited partnership
2. 10-30 South Wacker, L.P., a Delaware limited partnership
3. 30 North LaSalle, L.P., a Delaware limited partnership

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