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RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

DLA Piper LLP
203 North LaSalle Street
Suite 1900
Chicago, Illinois 60601
Attn: Brian K. Doyle, Esq.

SUBORDINATION AND INTERCREDITOR AGREEMENT

THIS SUBORDINATION AND INTERCREDITOR AGREEMENT (this "Agreement"), is dated as of this 20 day of November, 2012, by and between Olen Residential Realty Corp., a Nevada corporation ("Senior Lender"), and Chevron TCI, Inc., a California corporation ("Junior Lender").

Recitals:

A. UST Prime III Hotel Owner, L.P., an Illinois limited partnership ("Borrower") is the owner of a luxury JW Marriott hotel (the "Hotel") that contains (i) an average room size of approximately 420 RSF, (ii) approximately 50,000 RSF of meeting space with both an 8,305 RSF grand ballroom and a 6,185 RSF junior ballroom, and (iii) a spa and health club (collectively, the "Improvements"), located on the lower levels, a portion of the lobby level, and floors 2-12 of the building at 208 S. LaSalle, Chicago, County of Cook, State of Illinois, and consisting of the property that is legally described in Exhibit A attached hereto (the "Land"). The address of the Hotel is 151 W. Adams, Chicago, Illinois.

B. Borrower has requested and applied to Senior Lender for a loan in the amount of THIRTY-FOUR MILLION and NO DOLLARS (34,000,000.00) (the "Senior Loan") to refinance a portion of costs of redevelopment of the Property, and Lender is willing to make the Loan on the terms and conditions set forth in the Loan Agreement dated as of the date hereof, by and between Borrower, as borrower, and Senior Lender, as lender (as amended from time to time, the "Senior Loan Agreement").

C. Borrower has entered into a lease of the Project to 151 W. Adams Master Tenant LLC, an Illinois limited liability company ("Master Tenant"), pursuant to an amended and restated lease dated March 6, 2009 having a term of 32 years (as amended from time to time, the "Master Lease"), and Master Tenant has entered into a lease of the Project to UST Prime III

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Hotel Subtenant LP, an Illinois limited partnership ("Master Sublessee") pursuant to an amended and restated lease dated March 6, 2009 having a term of 25 years (as amended from time to time, the "Master Sublease"), both of which commenced upon the dates set forth therein, and, pursuant to an HTC Pass-through Agreement dated March 6, 2009, by and between the Borrower and Master Tenant, Master Tenant shall receive a pass-through of Borrower's rights to receive Historic Tax Credits under Section 47 of the Code (as defined herein).

D. The Senior Loan is evidenced by a Note in the original principal amount of \$34,000,000 dated as of the date hereof, from Borrower, as maker, to Senior Lender, as payee (as amended from time to time, the "Senior Note"), and secured by, among other things, a Junior Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of the date hereof, pursuant to which Borrower is granting to Senior Lender a mortgage lien encumbering Borrower's fee title to the Property (as amended from time to time, the "Senior Mortgage") and, together with the Senior Loan Agreement, the Senior Note, the Senior Mortgage, and all other documents evidencing, securing or relating to the Senior Loan, as amended from time to time, the "Senior Loan Documents").

E. Junior Lender has made a junior mortgage loan in the maximum aggregate principal amount of \$7,000,000 to Borrower (the "Junior Loan") pursuant to the terms of a Loan Agreement dated as of July 28, 2011, by and between Junior Lender, as lender, and Borrower, as borrower (the "Original Junior Loan Agreement"), as amended by an Amendment to Loan Documents dated as of the date hereof (the "Junior First Amendment"); and together with the Original Junior Loan Agreement, the "Junior Loan Agreement").

F. The Junior Loan is evidenced by that certain Note from Borrower payable to Junior Lender dated July 28, 2011, as amended by the Junior First Amendment (as amended, the "Junior Note"), and secured by, among other things, a Junior Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of July 28, 2011 from Borrower to Junior Lender, and recorded on August 1, 2011 with the Cook County, Illinois Recorder as Document No. 1121322084, encumbering the property described in Exhibit A attached hereto, as amended by the Junior First Amendment (as further amended, the "Junior Mortgage" and, together with the Junior Loan Agreement, the Junior Note, the Junior Mortgage, and all other documents evidencing, securing or relating to the Junior Loan, the "Junior Loan Documents").

G. Junior Lender has agreed that the Junior Loan shall be subject and subordinate to the Senior Loan in all respects under the terms and provisions set forth in this Agreement. Neither Senior Lender or Junior Lender is willing to make or agree to make (or modify) the loans or investments being made by them unless both such lenders execute this Agreement to confirm the relative priorities of the documents evidencing and securing their loans and join in the agreements hereafter set forth.

Agreement:

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

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1. Definitions. In addition to the terms defined elsewhere in this Agreement, the following terms as used herein shall have the following meanings:

“Borrower” shall mean the applicable borrower under, and maker of, the Note evidencing, any Loan.

“Default” shall mean any failure of payment or performance or other breach or violation by Borrower (or Borrower-related party) under any Individual Set of Loan Documents, subject to any notice, grace period, or cure period applicable thereunder.

“Default Event” shall have the meaning give such term in Section 4(b) hereof.

“Enforcement Action” shall have the meaning given such term in Section 4 hereof.

“Individual Set of Loan Documents” or “Individual Sets of Loan Documents” shall mean, as the context requires, one or more of the Senior Loan Documents and the Junior Loan Documents.

“Junior Lender” shall mean with respect to the Junior Loan Documents, the Junior Lender as identified in the Recitals to this Agreement or any other the holder(s) thereof from time to time.

“Junior Loan” shall mean the Junior Loan as identified in the Recitals to this Agreement, as the same may be amended, modified, extended, or renewed from time to time.

“Junior Loan Documents” shall mean the Junior Loan Documents as identified in the Recitals to this Agreement, as the same may be amended, modified, extended, or renewed from time to time.

“Junior Note” shall mean the Junior Note as identified in the Recitals to this Agreement, as the same may be amended, modified, extended, or renewed from time to time.

“Lender” or “Lenders” shall mean the Senior Lender and/or Junior Lender, as the context may require.

“Loan” or “Loans” shall mean either or both of the Senior Loan and/or Junior Loan, as the context may require.

“Monetary Default” shall mean any Default consisting of the failure to pay money and any Default that is capable of being cured solely by the advance of an ascertainable sum of money.

“Mortgage” or “Mortgages” shall mean either or both of the Senior Mortgage and/or Junior Mortgage, as the context may require.

“Mortgaged Premises” shall mean the Property and all related real and personal property encumbered by the Senior Mortgage and/or Junior Mortgage from time to time.

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“Note” or “Notes” shall mean, as the context requires, one or both of the Senior Note and/or Junior Notes.

“Property” shall mean collectively the Land and Improvements.

“Senior Lender” shall mean, with respect to the Senior Loan Documents, the Senior Lender identified in the Recitals to this Agreement or any other the holder(s) thereof from time to time.

“Senior Loan” shall mean the Senior Loan as identified in the Recitals to this Agreement, as the same may be amended, modified, extended, or renewed from time to time.

“Senior Loan Documents” shall mean the Senior Loan Documents as identified in the Recitals to this Agreement, as the same may be amended, modified, extended, or renewed from time to time.

“Senior Note” shall mean the Senior Note as identified in the Recitals to this Agreement, as the same may be amended, modified, extended, or renewed from time to time.

“Senior Mortgage” shall mean the Senior Mortgage as identified in the Recitals to this Agreement, as the same may be amended, modified, extended, or renewed from time to time.

“ULLICO” shall mean The Union Labor Life Insurance Company on behalf of Separate Account J, the holder of the existing first mortgage lien on the Mortgaged Premises, and any successor thereto.

“ULLICO-Junior Lender Subordination Agreement” shall mean that certain Subordination and Intercreditor Agreement dated as of July 28, 2011 between Junior Lender and ULLICO, as amended from time to time. This document constitutes a Junior Loan Document.

“ULLICO-Senior Lender Subordination Agreement” shall mean that certain Subordination and Intercreditor Agreement dated on or about the date hereof between Senior Lender and ULLICO, as amended from time to time. This document constitutes a Senior Loan Document.

2. Subordination.

(a) Junior Lender hereby agrees that the Junior Loan, the Junior Loan Documents, and all advances made under the Junior Loan Documents are, and shall continue to be, subject and subordinate in lien and in payment to the lien and payment of the Senior Loan, each of the Senior Loan Documents, and all advances made thereunder, without regard to the order of recordation of any document or instrument securing the same, and without regard to the application of such proceeds, together with all interest, including interest at the contractual default rate, prepayment premiums and all other sums due under the Senior Loan Documents, subject only to such express qualifications (if any) as may be set forth in this Agreement. Without limiting the foregoing, all of the terms, covenants and conditions of each of the Junior Loan Documents are, and shall

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continue to be, subordinate to all of the terms, covenants and conditions of the Senior Loan Documents, except with respect to any rights of offset that the Junior Lender may have against the Junior Loan under the Tax Credit Documents (as such term is defined in the Junior Loan Documents). The foregoing shall apply notwithstanding the availability of other collateral to the Senior Lender or the actual date and time of execution, delivery, recordation, filing or perfection of the Senior Mortgage or the Senior Loan Documents, and notwithstanding the fact that the Senior Loan or any portion thereof, or any claim for the Senior Loan or any portion thereof, is subordinated, avoided or disallowed, in whole or in part, under any insolvency, reorganization, bankruptcy or related or similar proceedings (any of the foregoing being referred to herein as a "Proceeding") under the laws of the United States or other applicable state or federal law ("Bankruptcy Laws"). In the event of a Proceeding, whether voluntary or involuntary, under Bankruptcy Laws, the Senior Loan shall include all interest accrued on the Senior Loan, in accordance with and at the rates specified in the applicable Senior Loan Documents, both for periods before and for periods after the commencement of any of such Proceedings, even if the claim for such interest is not allowed pursuant to applicable state or federal law.

(b) Without regard to any insolvency, reorganization, bankruptcy or related or similar proceedings under Bankruptcy Laws, all rights of the Junior Lender under the Junior Loan Documents it holds and to the Mortgaged Premises and to any profits, issues, receivables, rents and the proceeds of the Mortgaged Premises (including all insurance proceeds and condemnation awards) (collectively "Proceeds and Rents") are and shall be expressly subject and subordinate:

(i) to the rights of Senior Lender in and to the Mortgaged Premises and the Proceeds and Rents, on terms set forth in each of the Senior Mortgage and all of the Senior Loan Documents; and

(ii) to any and all advances made and other expenses incurred under, and as permitted in, the Senior Mortgage and all other Senior Loan Documents.

3. Lender Representations and Warranties. Each Lender represents and warrants to the other Lender (except as otherwise noted below) that upon the execution and delivery of this Agreement:

(a) it is the owner and holder of the Individual Set of Loan Documents identified herein as being held by it;

(b) the Individual Set of Loan Documents of which it is the holder have not been modified or amended;

(c) the stated maximum principal balance of the Note of which it is the holder is as set forth in the Recitals to this Agreement;

(d) no scheduled monthly payments under the Note of which it is the holder have been prepaid;

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(e) Senior Lender represents and warrants that, in addition to this Agreement, the Senior Loan Documents consist of the documents identified on Exhibit B to this Agreement;

(f) Junior Lender represents and warrants that, in addition to this Agreement, the Junior Loan Documents consist of the documents identified on Exhibit C to this Agreement;

(g) any rights of each Lender in and to the lien on or the estate or other interest in the Mortgaged Premises is not subject to the rights of any third parties (other than the other Lender and ULLICO) by way of subrogation, indemnification or otherwise; and

(h) it has no option or other rights to purchase or acquire the Mortgaged Premises (other than upon default under the Individual Set(s) of Loan Documents held by it and foreclosure or exercise of remedies by it thereunder consistent with this Agreement).

4. Enforcement Actions; Intercreditor Agreements. For purposes of this Agreement, the term "Enforcement Action" means, with respect to the Senior Loan or Junior Loan (as applicable), the acceleration of all or any part of the Senior Loan or Junior Loan, the commencement or pursuit of any foreclosure proceeding, the acceptance by the Senior Lender or Junior Lender of a deed or assignment in lieu of foreclosure, the obtaining of a receiver, the seeking of interest, the taking of possession or control of the Mortgaged Premises, filing a lawsuit for the enforcement of remedies under the Senior Note or the Senior Loan Documents in favor of the Senior Lender, or filing a lawsuit for the enforcement of remedies under the Junior Notes or Junior Loan Documents in favor of the Junior Lender, as the case may be; or the exercising of any lien rights or rights of set off or recoupment, or the taking of any action to collect the Senior Loan or the Junior Loan, to realize upon the Mortgaged Premises or any other security for the Senior Loan or Junior Loan, or to otherwise enforce the provisions of the Senior Loan Documents or Junior Loan Documents. The following provisions shall govern the rights as between Senior Lender and Junior Lender with respect to Enforcement Actions and the collection of and security for the Senior Loan and the Junior Loan.

(a) So long as any sum shall remain unpaid or outstanding on the Senior Loan or under the Senior Loan Documents, the Junior Lender shall not accept or demand any payment of any sums payable under the Junior Loan or Junior Loan Documents (other than in accordance with Section 4(e) below), exercise any right of setoff or accept or obtain any assets in full or partial satisfaction of any indebtedness or obligations under the Junior Loan Documents, declare a default under the Junior Loan Documents, accelerate the indebtedness secured by the Junior Loan Documents, commence any action to foreclose the Junior Mortgage against any interest in the Mortgaged Premises, or take any other Enforcement Action, except as expressly permitted under this Agreement, or except with the prior, written consent of Senior Lender (which Senior Lender may give, condition, or withhold in its sole discretion).

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(b) In the event:

(i) any Loan becomes due or is declared due and payable prior to its stated maturity,

(ii) Borrower causes or permits Junior Lender to receive any prepayment of principal or interest, in part or in whole, other than as provided in Section 4(e), and the resulting breach in payment application is not cured after the expiration of any applicable grace or cure period under the Senior Loan Documents,

(iii) any default under the Senior Loan Documents shall exist after the expiration of any applicable grace or cure period under any Senior Loan Documents,

(iv) Borrower or the Mortgaged Premises are the subject of any proceedings under applicable Bankruptcy Laws, or

(v) other than in the ordinary course of Borrower's business operations in the payment of the Borrower's accounts payable (which are then due and payable) in accordance with the Senior Loan Documents, there is any distribution, division or application (partial or complete, voluntary or involuntary, by operation of law or otherwise) of all or any part of the property, assets or business of the Borrower or the Mortgaged Premises or the Proceeds and Rents thereof, in whatever form, to any creditor or creditors of the Borrower or to any holder of indebtedness of the Borrower, and such occurrence is not cured after the expiration of any applicable grace or cure period under the Senior Loan Documents,

then, and in any such event (any or all of the above listed events being hereinafter called a "Default Event"), (i) the Senior Lender shall be entitled to pursue, without limitation or restriction of any kind for the benefit of Junior Lender, any and all Enforcement Action(s) under or with respect to the Senior Loan and Senior Loan Documents as the Senior Lender may determine to be necessary or advisable, in such order and manner as the Senior Lender may determine to be necessary and advisable, and neither the Senior Lender's decision to pursue a particular remedy nor any delay in enforcement of any one or more remedies shall be deemed an election of remedies or a waiver of any remedy or remedies available to the Senior Lender, and (ii) any payment or distribution of any kind or character (whether in cash, property or securities) which is payable or deliverable with respect to any or all of Junior Loan or which is received by Junior Lender shall be held in trust by the Junior Lender for the benefit of the Senior Lender from time to time and be paid or delivered directly to the Senior Lender until payment in full of the Senior Loan, after giving effect to any concurrent payment or distribution to the Senior Lender. In any such event, the Senior Lender may, but is not obligated to, demand, claim and collect any payment or distribution that would, but for this Agreement, be payable or deliverable with respect to Junior Loan, and failure to exercise this right shall not constitute a waiver

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of same, and any such exercise shall be retroactive to the date of the Default Event requiring the Junior Lender to deliver all such payments which have been received and held in trust as set forth above. Until the Senior Loan is irrevocably paid and satisfied and all of the obligations of the Borrower to the Senior Lender are irrevocably performed in full, upon the occurrence of any Default Event, except as otherwise provided in this Agreement or consented to by the Senior Lender in writing, no payment of any kind thereafter shall be made to or accepted by Junior Lender in respect of the Junior Loan.

(c) Senior Lender shall send to the Junior Lender (i) a copy of any notice of any Default under the Senior Loan Documents given to Borrower, concurrently with the giving of such notice to the Borrower, and (ii) notice of any Default Event under the Senior Loan Documents concurrently with any notice thereof that the Senior Lender may give to Borrower or, if no such notice is given or required to be given under the Senior Loan Documents, then at such time after the occurrence of such Default Event as the Senior Lender determines to take any Enforcement Action on account thereof; provided, that Senior Lender shall not have liability to Junior Lender for any failure to do so, but in such event the Junior Lender's cure period shall be extended by the number of days of delay in giving Junior Lender such notice and further Junior Lender acknowledges that in any event, receipt of notice by the Borrower shall be deemed receipt of notice to Junior Lender in the event separate notice to the Junior Lender has not been otherwise received if the Junior Lender is a direct or indirect owner of an interest in Borrower. The Junior Lender shall have the right, but not the obligation, to cure any Default under the Senior Loan prior to the expiration of the cure period (if any) permitted to the Borrower for the cure of such Default. Cure of such Default by the Junior Lender on behalf of Borrower within such period shall be deemed a cure of such Default by Borrower for all purposes under the applicable Senior Loan Documents and this Agreement. No Senior Lender shall have any obligation to accept from the Junior Lender any cure of any Monetary Default other than by payment of currently available funds within the above cure period.

(d) Nothing contained in this Agreement shall be deemed or construed to require the Senior Lender to commence any Enforcement Action under the Senior Loan Documents, nor once commenced, to continue the same to completion, and the Senior Lender may elect to discontinue the same at any time. The Senior Lender shall be entitled to settle, compromise, extend, restructure, or otherwise modify the Senior Loan and Senior Loan Documents following any Default Event (including any modification that may constitute or result in an increase in the interest, principal, or other amounts payable by the Borrower thereunder), as it may determine in its sole discretion, and doing so shall not diminish or impair the subordination of the Junior Loan as set forth in this Agreement. In the event the Senior Lender shall elect to accept a deed in lieu of foreclosure from the Borrower, the Senior Lender may acquire title in its own name or in the name of any nominee or designee of its choosing, and no such acceptance shall be deemed to constitute a merger, cancellation, release, satisfaction, or termination of the Senior Mortgage, any other documents included among the Senior Loan Documents, or any of the indebtedness thereunder. In any such case, (i) the Senior Mortgage and the other Senior Loan Documents held by the Senior Lender shall survive and remain in full force and effect, and the provisions of this Agreement shall survive and remain in full

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force and effect, (ii) the Senior Lender may, at any time thereafter, elect to foreclose upon and enforce the Senior Mortgage and any other documents included among the Senior Loan Documents as against the Junior Mortgages and Junior Loan Documents, and (iii) the limitations set forth in paragraph (4)(a) above shall remain in full force and effect.

(e) Provided no Default Event exists under the Senior Loan, the Junior Lender may accept regularly scheduled payments of debt service due and payable from time to time by Borrower to the Junior Lender in accordance with the terms and conditions of the Junior Loan Documents, including any Pre-Paydown Accrued Interest, as such term is defined in the Junior Loan Documents (as the same exist as of the date hereof, without modification, or as modified with the consent of the Senior Lender) and provided no Default Event exists under the Senior Loan, the Junior Lender may accept additional payments so long as such payments are made from funds that Borrower is entitled to distribute to its partners under the terms of the Senior Loan Documents.

(f) No action shall be taken by Junior Lender that would terminate any leases or other rights held by tenants with respect to the Mortgaged Premises.

(g) With respect to Enforcement Actions or the exercise of remedies by the Junior Lender:

(i) Junior Lender shall not initiate any Enforcement Action or otherwise exercise any remedies under the Junior Loan Documents, unless and until the Senior Lender has received full, complete, and irrevocable payment on account of all indebtedness and obligations under the Senior Loan and Senior Loan Documents.

(ii) In any case in which the Senior Lender shall have determined to accept a deed in lieu of foreclosure and acquire the Property in full or partial satisfaction of the applicable Senior Loan obligations, the Senior Lender shall give written notice to the Junior Lender and Junior Lender shall promptly execute a full release of the Junior Loan Documents, including a release of the lien of the Junior Mortgage.

(h) If, to permit restoration of the Mortgaged Premises following any casualty or taking, the Senior Lender releases any portion of the Mortgaged Premises from the lien of the Senior Loan Documents or releases its right, title, and interest to any Proceeds and Rents, including but not limited to insurance or condemnation awards, proceeds, payments, judgments or compensation (collectively "Release Collateral"), then the Junior Lender will contemporaneously release with the Senior Lender all of its subordinate right, title and interest and liens in and to the Release Collateral. As to any Proceeds and Rents (received, payable, or due) in excess of the Release Collateral and for which the Senior Lender has not released its lien or right, title and interest, the balance remaining ("Remaining Proceeds") will be applied first to the reduction of principal, interest, and other sums payable under the Senior Loan Documents held by the Senior Lender (in such order as the Senior Lender may elect). In the event the Senior Lender holds all or a

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portion of the Release Collateral or Remaining Proceeds or monitors the disbursement of the same, then the Senior Lender will administer and monitor all Release Collateral and/or Remaining Proceeds to which the Senior Lender or Junior Lender is entitled. However, nothing contained in this Agreement shall be deemed to require the Senior Lender, in any way whatsoever, to act for or on behalf of Junior Lender or to hold or monitor any proceeds, awards or compensation in trust for or on behalf of Junior Lender, and all or any of such sums so held or monitored may be commingled from time to time with any funds of the Senior Lender.

(i) If the Junior Lender acquires, by indemnification, subrogation or otherwise, any lien, estate, right or other interest in the Mortgaged Premises, that lien, estate, right or other interest is and shall be subordinate to all liens, estates, rights or other interests of the Senior Loan Documents, and the Junior Lender waives any and all rights it may acquire by subrogation or otherwise for the benefit of the Senior Lender or the Senior Loan Documents.

(j) Junior Lender shall not pledge, assign, hypothecate, transfer, convey or sell the Junior Loan Documents or any interest in the Junior Loan Documents, without the prior written consent of the Senior Lender in each instance.

(k) As to all present or future leases, management agreements, and franchise agreements in effect with respect to the Mortgaged Premises, the Junior Lender will approve all leases, management agreements and other agreements approved by the Senior Lender and any modifications, amendments, extensions, renewals, and/or terminations thereof approved by the Senior Lender and is deemed to have done so upon such approval by the Senior Lender through operation of this Agreement. The Senior Lender shall have no responsibility or obligation to provide to Junior Lender any such leases or agreements or any such modifications, amendments, extensions, renewals, and/or terminations thereof, it being agreed that the Junior Lender shall look solely to the Borrower to provide copies thereof in accordance with the requirements of the Junior Loan Documents. The Junior Lender shall also enter into an attornment and non-disturbance agreement with any tenants or other parties to whom the Senior Lender grants recognition and non-disturbance, on the same terms and conditions given by the Senior Lender, and the Junior Lender, for itself and its successors and assigns, hereby irrevocably appoints the Senior Lender or its designee, as Junior Lender's lawful attorney in fact, which appointment is coupled with an interest, to execute any and all documents identified herein as being consented to by the Junior Lender, including, without limitation, attornment and non-disturbance agreements with any tenants or other parties to whom the Senior Lender grants recognition and non-disturbance, on the same terms and conditions given by the Senior Lender.

(l) The Junior Lender waives and releases (i) any equitable right in respect of marshaling or equitable subordination it might have, in connection with any release of all or any portion of the Mortgaged Premises by the Senior Lender under any of the Senior Loan Documents, and (ii) any right to require the separate sales of the Mortgaged Premises or any portion of the Mortgaged Premises or to require the Senior Lender to

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exhaust its remedies against or to proceed against the Mortgaged Premises or any portion of the Mortgaged Premises (or any combination of the portions of the Mortgaged Premises or any other collateral) before proceeding against any other portion of the Mortgaged Premises or any other collateral. In the event of any foreclosure under the Senior Loan Documents, the Junior Lender hereby authorizes, at the option of the Senior Lender, the sale, either separately or together, of all or any portion of the Mortgaged Premises.

(m) The Junior Lender will not collect payments for the purpose of escrowing taxes, assessments or other charges imposed on the Mortgaged Premises or insurance premiums due on the insurance policies required under the Senior Mortgage or the Junior Mortgage.

(n) With respect to any Proceeding that may be commenced by or against Borrower under applicable Bankruptcy Laws, the Junior Lender hereby assigns to the Senior Lender any bankruptcy claim it may have by or against the Borrower in any such Proceeding, and the Senior Lender shall become the holder thereof in accordance with the requirements of Federal Rule of Bankruptcy Procedure 3001 and other applicable law and any amendments thereto. Without limiting the foregoing, the Senior Lender shall have the exclusive right to exercise any voting rights with respect to any such Proceeding in respect of the Junior Loan and Junior Loan Documents and the exclusive right to vote any claim of the Junior Loan as the holder of said claim. If for any reason this assignment is not recognized by a court with jurisdiction over this issue, then in the exercise by the Junior Lender of any voting rights in respect of its claims against Borrower, without the consent of the Senior Lender, the Junior Lender has no right to vote affirmatively in favor of any plan of reorganization unless the Senior Lender grants its consent to the plan or the Senior Lender votes to accept such plan, and the Junior Lender similarly has no right to vote negatively against any plan of reorganization unless the Senior Lender grants its consent to vote against the plan or the Senior Lender votes to reject such plan. The Junior Lender hereby agrees that it shall be liable to the Senior Lender for the losses, costs, damages and/or expenses incurred by the Senior Lender by reason of the breach of this provision by the Junior Lender, including without limitation, paying all legal fees and expenses incurred by the Senior Lender in seeking to enforce this provision.

(o) In any proceedings involving Borrower or the Mortgaged Premises under applicable Bankruptcy Law:

(i) The Junior Lender will file a proof of claim in respect of its claims against the Borrower, which proof of claim shall include this Agreement as an attachment and acknowledge on the face of the proof of claim the assignment of the Junior Loan and related claim to the Senior Lender, which shall become the holder thereof in accordance with the requirements of Federal Rule of Bankruptcy Procedure 3001 and other applicable law, and shall send to the Senior Lender a copy thereof together with evidence of the filing with the appropriate court or other authority,

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(ii) Notwithstanding the foregoing, the Senior Lender may file such proof of claim, or corrected proof of claim, on behalf of Junior Lender having such a claim and the Senior Lender, as assignee of the claim of the Junior Lender, at any time, and

(iii) If objection is made to the allowance of any claim of the Junior Lender, the Senior Lender has the right to intervene and fully participate in such proceedings and if such rights are denied and the Junior Lender fails to defend such claim, then the Senior Lender may defend such claim in the name of the Junior Lender or the name of the Senior Lender, as assignee of said claim, or may choose not to defend such objection, as the Senior Lender determines in its sole discretion.

The Junior Lender will execute such additional documents in such form as presented by the Senior Lender, as may be requested by the Senior Lender in connection with the exercise its rights under this paragraph (o).

(p) In no event shall any Lender have or be deemed to have any duty (fiduciary or otherwise) to any other Lender to maximize the Senior Lender's recovery under the Senior Loan Documents or Junior Lender's recovery under the Junior Loan Documents, or arising out of the assignment of the Junior Loan to the Senior Lender in voting or acting in any bankruptcy case. Furthermore, in Proceedings involving Borrower or any member or general partner of Borrower or the Mortgaged Premises under applicable Bankruptcy Law, absent the advance written consent of the Senior Lender to the Junior Lender, only the Senior Lender, as the holder of the Junior Loan by the assignment provided for herein, shall have standing to be heard on any issue regarding the Junior Loan or their treatment, or otherwise as to any matter raised in the bankruptcy proceedings, and the Junior Lender shall not have any such standing as it is not the holder of the Junior Loan claims.

(q) To the extent any sums received under the Senior Loan Documents (whether by or on behalf of the Borrower, as proceeds of security or enforcement of any right of setoff or otherwise) are declared to be fraudulent or preferential, and are set aside or required to be paid to a trustee, receiver or other similar party under any applicable Bankruptcy Law ("Preference"), then as to any such Preference, upon payment of the Preference to any trustee, receiver, Borrower or the bankruptcy estate, the holder of the Senior Loan and Senior Loan Documents shall be deemed reinstated with full priority and rights as a first, prior and superior lien as to such proceeds, as if such Preference had not occurred or been received by the Senior Lender. The Junior Lender hereby subordinates the Junior Loan and Junior Loan Documents to the lien and rights of the Senior Loans and Senior Loan Documents as to all Preferences so received and refunded.

5. Consents to Loan Documents.

(a) The Junior Lender hereby consents to the Senior Loan Documents. The Junior Lender hereby expressly further consents to and authorizes, at the option of the

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Senior Lender, the amendment, extension, restatement, refinance, or other modification, in whole or in part, of all or any of the Senior Loan Documents, including, without limitation, increasing or decreasing the stated principal amount of the Senior Note, increasing or decreasing the interest rate payable under the Senior Note or altering any other payment terms under the Senior Note.

(b) The Senior Lender hereby consents to the Junior Loan Documents, subject to the terms of this Agreement. Junior Lender shall not enter into any material amendment or modification of the Junior Loan Documents without the prior, written consent of the Senior Lender.

6. Mutual Cooperation. Each Lender hereby agrees that it will cooperate with each other Lender in order to carry out the terms and provisions of this Agreement. Each party will from time to time execute and deliver such other agreements, documents or instruments and take such other actions as may be reasonably necessary or desirable to effectuate the terms of this Agreement.

7. No Waiver of Remedies or Rights. No failure or delay on the part of any party in exercising any right, power or remedy will operate as a waiver thereof, nor will any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder.

8. Specific Performance; Grant of Lien. Each party acknowledges to the extent that no adequate remedy at law exists for a breach of its obligations under this Agreement, the other party has the right to obtain specific performance of the obligations of such defaulting party, injunctive relief or such other relief as may be available at law or in equity. In addition, Junior Lender hereby grants to the Senior Lender a present, second priority lien (subject only to ULLICO's first priority lien under the ULLICO-Senior Lender Subordination Agreement and the ULLICO-Junior Lender Subordination Agreement) on and security interest in the Junior Loan and Junior Loan Documents to secure the Junior Lender's performance and observance of its obligations under this Agreement, including but not limited to the payment and remittance of all sums that the Junior Lender may at any time receive or obtain that are required to be paid over to the Senior Lender hereunder and any and all losses, damages, costs, and expenses (including attorneys' fees) that the Senior Lender may sustain on account of any breach or violation by the Junior Lender of the provisions of this Agreement. This Agreement is intended to constitute a security agreement for purposes of the Uniform Commercial Code of the State of Illinois. Junior Lender hereby agrees to take and/or authorize such actions as the Senior Lender shall determine to be necessary or appropriate to ensure the priority and perfection of its security interest hereunder, and without limiting the foregoing, the Senior Lender is hereby authorized to file such financing statements as it may deem necessary or appropriate to evidence, perfect, and continue such security interest.

9. Notices. All notices to be given under this Agreement shall be in writing and shall be deemed given when received by the party to whom addressed. Notices must be in writing and sent by certified mail, hand delivery or by special courier (in each case, return receipt requested). Notices to the other party shall be sent to the address set forth below its name on the

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signature pages hereto or such other address or addressees as shall be designated by such party in a written notice to the other party.

10. Conflicts. In the event of any conflict between the provisions of this Agreement and the provisions of Junior Loan Documents, the provisions of this Agreement will prevail and control.

11. No Third Party Benefit. This Agreement is for the exclusive benefit of the parties and no person or entity not a party to this Agreement shall or shall be deemed to acquire any rights or benefits under this Agreement.

12. Counterparts. 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 one and the same instrument.

13. Amendments. No amendment, supplement, modification, waiver or termination of this Agreement shall be effective against a party against whom the enforcement of such amendment, supplement, modification, waiver or termination would be asserted, unless such amendment, supplement, modification, waiver or termination was made in a writing signed by such party.

14. Partial Invalidity. In case any one or more of the provisions contained in this Agreement, or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein, and any other application thereof, shall not in any way be affected or impaired thereby.

15. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois.

16. Successors and Assigns. This Agreement shall bind and inure to the benefit of each of the Lenders and their respective successors, transferees and assigns; provided, that the foregoing shall not be deemed to authorize or permit the transfer of the Junior Loan or any interest therein other than in accordance with the terms of this Agreement, and no unpermitted transferee shall be entitled to benefit from or to enforce the provisions of this Agreement (but shall be subject to the limitations and restrictions on Junior Lender's rights that are contained in this Agreement). Without limiting the foregoing, the term "Senior Lender" shall include any successor owner or holder from time to time of all or any portion of the Senior Loan Documents as the same shall be constituted from time to time, and the term "Junior Lender" shall include any successor owner or holder from time to time of all or any portion of Junior Loan Documents as the same shall be constituted from time to time (subject to the limitation contained in the preceding sentence).

17. Intentionally Omitted.

18. ULLICO Loan. The parties hereto acknowledge that in the event of any conflict in the obligations of Junior Lender hereunder and the obligations of Junior Lender under the

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ULLICO-Junior Lender Subordination Agreement the obligations of the Junior Lender under the ULLICO-Junior Lender Subordination Agreement shall prevail.

[Signature Pages Follow]

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

JUNIOR LENDER:

CHEVRON TCI, INC., a California corporation

Address:

Chevron TCI, Inc.
345 California Street, 30th Floor
San Francisco, CA 94104
Attention: ~~Charles Hall~~ Asset Management
Facsimile: (415) 733-4580
4591

By:

Name: Richard Sheehy
Title: Vice President

Nadine R. Barroca
Nadine R. Barroca
Vice President

with copy to:

Holland & Knight LLP
10 St. James Avenue
Boston, MA 02116
Attention: Edward R. Hickey, Esq.
Facsimile: (617) 523-6850

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S-1

Subordination and Intercreditor Agreement

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SENIOR LENDER:

OLEN RESIDENTIAL REALTY CORP., a Nevada corporation

Address:

Olen Residential Realty Corp.
Seven Corporate Plaza
Newport Beach, CA 92660
Attention: Igor Olenicoff
Facsimile: (949) 719-7250

By: 

Name: Igor Olenicoff

Title: President

with copy to:

Olen Residential Realty Corp.
Seven Corporate Plaza
Newport Beach, CA 92660
Attention: Julie Ault, Esq.
Facsimile: (949) 719-7210

and a copy to:

DLA Piper LLP
203 North LaSalle Street, Suite 1900
Chicago, IL 60601
Attn: Brian K. Doyle, Esq.
Fax: (312) 630-6355

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ACKNOWLEDGMENT

State of California
County of ORANGE)

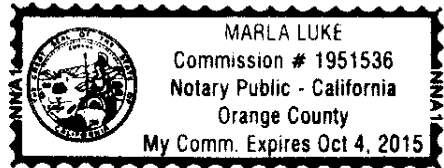
On November 19, 2012 before me, MARLA LUKE, Notary Public
(insert name and title of the officer)

personally appeared Igor Olenicoff
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 *Marla Luke* (Seal)



ROBERT COOK COUNTY CLERK'S OFFICE

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EXHIBIT A

Legal Description

PARCEL 1:

HOTEL PARCEL A

THE WEST 10 FEET OF LOT 1 AND ALL OF LOTS 2 TO 8 IN SUBDIVISION OF BLOCK 97 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +13.53 FEET ABOVE CHICAGO CITY DATUM, IN COOK COUNTY, ILLINOIS.

HOTEL PARCEL B

THE WEST 10 FEET OF LOT 1 AND ALL OF LOTS 2 TO 8 IN SUBDIVISION OF BLOCK 97 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +27.48 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +13.53 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 00 DEGREES 04 MINUTES 44 SECONDS WEST, ALONG THE EAST LINE THEREOF, 165.84 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE NORTH 89 DEGREES 45 MINUTES 44 SECONDS WEST, ALONG THE NORTH LINE THEREOF, 66.12 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 45 MINUTES 44 SECONDS WEST, ALONG THE NORTH LINE OF SAID TRACT, 222.37 FEET; THENCE SOUTH 00 DEGREES 13 MINUTES 53 SECONDS WEST, 34.46 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 10.17 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 59 SECONDS WEST, 21.76 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 18.05 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 59 SECONDS WEST, 17.93 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 14.41 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 59 SECONDS WEST, 0.74 FEET; THENCE NORTH 89 DEGREES 46 MINUTES 58 SECONDS WEST, 28.45 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 52 SECONDS EAST, 17.54 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 66.39 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 59 SECONDS WEST, 8.34 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 177.30 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 59 SECONDS EAST, 7.00 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 12.08 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 59 SECONDS EAST, 16.16 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 1.52 FEET;

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THENCE NORTH 00 DEGREES 12 MINUTES 59 SECONDS EAST, 16.48 FEET;
 THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 1.09 FEET;
 THENCE NORTH 00 DEGREES 12 MINUTES 59 SECONDS EAST, 26.66 FEET;
 THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 1.11 FEET;
 THENCE NORTH 00 DEGREES 14 MINUTES 16 SECONDS EAST, 34.37 FEET TO
 THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

HOTEL PARCEL C

THE WEST 10 FEET OF LOT 1 AND ALL OF LOTS 2 TO 8 IN SUBDIVISION OF
 BLOCK 97 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16,
 TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN,
 TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN
 ELEVATION OF +27.48 FEET ABOVE CHICAGO CITY DATUM AND LYING
 ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +13.53 FEET ABOVE
 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY
 PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT
 THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 89 DEGREES 46
 MINUTES 50 SECONDS WEST, ALONG THE SOUTH LINE THEREOF, 196.20 FEET
 TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 09 MINUTES 32
 SECONDS EAST, 54.31 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01
 SECONDS WEST, 59.59 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 59
 SECONDS EAST, 1.21 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01
 SECONDS WEST, 10.58 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 59
 SECONDS WEST, 7.82 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01
 SECONDS WEST, 14.53 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 59
 SECONDS EAST, 7.82 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 46
 SECONDS WEST, 43.22 FEET TO A POINT ON THE WEST LINE OF SAID TRACT;
 THENCE SOUTH 00 DEGREES 02 MINUTES 52 SECONDS EAST, ALONG SAID
 WEST LINE, 55.32 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE
 SOUTH 89 DEGREES 46 MINUTES 50 SECONDS EAST, 127.73 FEET TO THE POINT OF
 BEGINNING, IN COOK COUNTY, ILLINOIS.

HOTEL PARCEL D

THE WEST 10 FEET OF LOT 1 AND ALL OF LOTS 2 TO 8 IN SUBDIVISION OF
 BLOCK 97 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16,
 TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN,
 TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN
 ELEVATION OF +27.48 FEET ABOVE CHICAGO CITY DATUM AND LYING
 ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +13.53 FEET ABOVE
 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY
 PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT
 THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 89 DEGREES 46
 MINUTES 50 SECONDS WEST, ALONG THE SOUTH LINE THEREOF 57.34 FEET;
 THENCE NORTH 00 DEGREES 13 MINUTES 10 SECONDS EAST, 34.42 FEET TO
 THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 09 MINUTES 32

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SECONDS EAST, 21.94 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 9.91 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 59 SECONDS WEST, 2.04 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 50.77 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 32 SECONDS WEST, 21.56 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 50.59 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 32 SECONDS EAST, 1.66 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 10.09 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

HOTEL PARCEL E

THE WEST 10 FEET OF LOT 1 AND ALL OF LOTS 2 TO 8 IN SUBDIVISION OF BLOCK 97 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +27.48 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +13.53 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 89 DEGREES 46 MINUTES 50 SECONDS WEST, ALONG THE SOUTH LINE THEREOF, 33.03 FEET; THENCE NORTH 00 DEGREES 13 MINUTES 10 SECONDS EAST, 34.42 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 9.67 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 32 SECONDS EAST, 21.94 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 9.67 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 32 SECONDS WEST, 21.94 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

HOTEL PARCEL F

THE WEST 10 FEET OF LOT 1 AND ALL OF LOTS 2 TO 8 IN SUBDIVISION OF BLOCK 97 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +176.68 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +27.48 FEET ABOVE CHICAGO CITY DATUM (EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS:

OFFICE PARCEL 2

THE WEST 10 FEET OF LOT 1 AND ALL OF LOTS 2 TO 8 IN SUBDIVISION OF BLOCK 97 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN

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ELEVATION OF +176.68 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +27.48 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 00 DEGREES 04 MINUTES 44 SECONDS WEST, ALONG THE EAST LINE THEREOF, 165.84 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE NORTH 89 DEGREES 45 MINUTES 44 SECONDS WEST, ALONG THE NORTH LINE THEREOF, 56.20 FEET; THENCE SOUTH 00 DEGREES 14 MINUTES 16 SECONDS WEST, 34.37 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 8.82 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 59 SECONDS WEST, 22.52 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 8.82 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 59 SECONDS EAST, 22.52 FEET TO THE POINT OF BEGINNING;

ALSO EXCEPT THAT PART THEREOF,

OFFICE PARCEL 3

THE WEST 10 FEET OF LOT 1 AND ALL OF LOTS 2 TO 8 IN SUBDIVISION OF BLOCK 97 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +176.68 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +27.48 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 00 DEGREES 04 MINUTES 44 SECONDS WEST, ALONG THE EAST LINE THEREOF, 165.84 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE NORTH 89 DEGREES 45 MINUTES 44 SECONDS WEST, ALONG THE NORTH LINE THEREOF, 32.08 FEET; THENCE SOUTH 00 DEGREES 14 MINUTES 16 SECONDS WEST, 34.32 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 10.11 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 27 SECONDS WEST, 22.52 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 10.11 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 27 SECONDS EAST, 22.52 FEET TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS.

UNOFFICIAL COPY**PARCEL 2:**

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT AND DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, DATED AS OF MAY 6, 2003 AND RECORDED AUGUST 14, 2003 AS DOCUMENT 0322645090 MADE BY AND BETWEEN FEDERAL RESERVE BANK OF CHICAGO, A FEDERALLY CHARTERED CORPORATION AND LASALLE-ADAMS, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY FOR INGRESS, EGRESS, ACCESS AND CIRCULATION OVER AND UPON THE PREMISES AS DESCRIBED AS EXHIBIT "D" ATTACHED THERETO.

PARCEL 3:

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS CREATED AND DESCRIBED IN SECTIONS 3.2 AND 4.2 OF THAT CERTAIN RECIPROCAL EASEMENT AND OPERATING AGREEMENT DATED MARCH 5, 2008 AND RECORDED MARCH 6, 2008 AS DOCUMENT 0806641192 MADE BY AND BETWEEN UST PRIME III HOTEL OWNER, L.P. AND UST PRIME III OFFICE OWNER, L.P. OVER PORTIONS OF THE FOLLOWING DESCRIBED LAND:

RETAIL PARCEL 1

THE WEST 10 FEET OF LOT 1 AND ALL OF LOTS 2 TO 8 IN SUBDIVISION OF BLOCK 97 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +27.48 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +13.53 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 00 DEGREES 04 MINUTES 44 SECONDS WEST, ALONG THE EAST LINE THEREOF, 165.84 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE NORTH 89 DEGREES 45 MINUTES 44 SECONDS WEST, ALONG THE NORTH LINE THEREOF, 228.50 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 13 MINUTES 53 SECONDS WEST, 34.46 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 10.17 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 59 SECONDS WEST, 21.76 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 18.05 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 59 SECONDS WEST, 17.93 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 14.41 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 59 SECONDS WEST, 0.74 FEET; THENCE NORTH 89 DEGREES 46 MINUTES 58 SECONDS WEST, 28.45 FEET TO THE WEST LINE OF SAID TRACT; THENCE NORTH 00 DEGREES 02 MINUTES 52 SECONDS WEST, ALONG SAID WEST LINE, 74.90 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE SOUTH 89

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DEGREES 45 MINUTES 44 SECONDS EAST, 35.34 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

RETAIL PARCEL 2

THE WEST 10 FEET OF LOT 1 AND ALL OF LOTS 2 TO 8 IN SUBDIVISION OF BLOCK 97 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +27.48 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +13.53 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 00 DEGREES 04 MINUTES 44 SECONDS WEST, ALONG THE EAST LINE THEREOF, 103.35 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 16.40 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 59 SECONDS EAST, 3.34 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 15.94 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 27 SECONDS EAST, 24.85 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 10.11 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 59 SECONDS EAST, 0.62 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 14.00 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 59 SECONDS WEST, 0.67 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 9.93 FEET; THENCE NORTH 00 DEGREES 14 MINUTES 16 SECONDS EAST, 34.37 FEET TO THE NORTH LINE OF SAID TRACT; THENCE SOUTH 89 DEGREES 45 MINUTES 44 SECONDS EAST ALONG SAID NORTH LINE, 66.12 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00 DEGREES 04 MINUTES 44 SECONDS EAST, 62.49 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

RETAIL PARCEL 3

THE WEST 10 FEET OF LOT 1 AND ALL OF LOTS 2 TO 8 IN SUBDIVISION OF BLOCK 97 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +27.48 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +13.53 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 00 DEGREES 04 MINUTES 44 SECONDS WEST, ALONG THE WEST LINE THEREOF, 62.57 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 16.41 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 59 SECONDS WEST, 3.34 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 16.32 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 32 SECONDS WEST, 24.82 FEET;

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**THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 9.67 FEET;
 THENCE NORTH 00 DEGREES 09 MINUTES 32 SECONDS EAST, 21.94 FEET;
 THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 14.63 FEET;
 THENCE SOUTH 00 DEGREES 09 MINUTES 32 SECONDS WEST, 21.94 FEET;
 THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 10.09 FEET;
 THENCE SOUTH 00 DEGREES 09 MINUTES 32 SECONDS WEST, 1.66 FEET;
 THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 50.59 FEET;
 THENCE NORTH 00 DEGREES 09 MINUTES 32 SECONDS EAST, 21.56 FEET;
 THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 78.23 FEET;
 THENCE SOUTH 00 DEGREES 09 MINUTES 32 SECONDS WEST, 54.31 FEET TO
 THE SOUTH LINE OF SAID TRACT; THENCE SOUTH 89 DEGREES 46 MINUTES 50
 SECONDS EAST, 196.20 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY,
 ILLINOIS.**

OFFICE PARCEL 1

**THE WEST 10 FEET OF LOT 1 AND ALL OF LOTS 2 TO 8 IN SUBDIVISION OF
 BLOCK 97 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16,
 TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN,
 TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN
 ELEVATION OF +27.48 FEET ABOVE CHICAGO CITY DATUM AND LYING
 ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +13.53 FEET ABOVE
 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY
 PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT
 THE SOUTHEAST CORNER OF SAID TRACT, THENCE NORTH 00 DEGREES 04
 MINUTES 44 SECONDS WEST, ALONG THE EAST LINE THEREOF, 62.57 FEET TO
 THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 47 MINUTES 01
 SECONDS WEST, 16.41 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 59
 SECONDS WEST, 3.34 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01
 SECONDS WEST, 16.32 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 59
 SECONDS WEST, 2.88 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01
 SECONDS WEST, 34.21 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 59
 SECONDS WEST, 2.04 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01
 SECONDS WEST, 188.59 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 59
 SECONDS EAST, 1.21 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01
 SECONDS WEST, 10.58 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 59
 SECONDS WEST, 7.82 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01
 SECONDS WEST, 14.53 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 59
 SECONDS EAST, 7.82 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 46
 SECONDS WEST, 43.22 FEET TO THE WEST LINE OF SAID TRACT; THENCE
 NORTH 00 DEGREES 02 MINUTES 52 SECONDS WEST, ALONG SAID WEST LINE,
 18.18 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 66.39
 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 59 SECONDS WEST, 8.34 FEET;
 THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 177.30 FEET;
 THENCE NORTH 00 DEGREES 12 MINUTES 59 SECONDS EAST, 7.00 FEET;
 THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 12.08 FEET;
 THENCE NORTH 00 DEGREES 12 MINUTES 59 SECONDS EAST, 16.16 FEET;**

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THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 1.52 FEET;
 THENCE NORTH 00 DEGREES 12 MINUTES 59 SECONDS EAST, 16.48 FEET;
 THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 1.09 FEET;
 THENCE NORTH 00 DEGREES 12 MINUTES 59 SECONDS EAST, 26.66 FEET;
 THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 8.82 FEET;
 THENCE NORTH 00 DEGREES 12 MINUTES 59 SECONDS EAST, 0.67 FEET;
 THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 14.00 FEET;
 THENCE SOUTH 00 DEGREES 12 MINUTES 59 SECONDS WEST, 0.62 FEET;
 THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 10.11 FEET;
 THENCE SOUTH 00 DEGREES 01 MINUTES 27 SECONDS WEST, 24.85 FEET;
 THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 15.94 FEET;
 THENCE SOUTH 00 DEGREES 12 MINUTES 59 SECONDS WEST, 3.34 FEET;
 THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 16.40 FEET TO
 THE EAST LINE OF SAID TRACT; THENCE SOUTH 00 DEGREES 04 MINUTES 44
 SECONDS EAST, 40.77 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY,
 ILLINOIS.

OFFICE PARCEL 2

THE WEST 10 FEET OF LOT 1 AND ALL OF LOTS 2 TO 8 IN SUBDIVISION OF
 BLOCK 97 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16,
 TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN,
 TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN
 ELEVATION OF +176.68 FEET ABOVE CHICAGO CITY DATUM AND LYING
 ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +27.48 FEET ABOVE
 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY
 PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT
 THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 00 DEGREES 04
 MINUTES 44 SECONDS WEST, ALONG THE EAST LINE THEREOF, 165.84 FEET
 TO THE NORTHEAST CORNER OF SAID TRACT; THENCE NORTH 89 DEGREES
 45 MINUTES 44 SECONDS WEST, ALONG THE NORTH LINE THEREOF, 56.20
 FEET; THENCE SOUTH 00 DEGREES 14 MINUTES 16 SECONDS WEST, 34.37 FEET
 TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 47 MINUTES 01
 SECONDS WEST, 8.82 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 59
 SECONDS WEST, 22.52 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 01
 SECONDS EAST, 8.82 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 59
 SECONDS EAST, 22.52 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY,
 ILLINOIS.

OFFICE PARCEL 3

THE WEST 10 FEET OF LOT 1 AND ALL OF LOTS 2 TO 8 IN SUBDIVISION OF
 BLOCK 97 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16,
 TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN,
 TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN
 ELEVATION OF +176.68 FEET ABOVE CHICAGO CITY DATUM AND LYING
 ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +27.48 FEET ABOVE

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CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 00 DEGREES 04 MINUTES 44 SECONDS WEST, ALONG THE EAST LINE THEREOF, 165.84 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE NORTH 89 DEGREES 45 MINUTES 44 SECONDS WEST, ALONG THE NORTH LINE THEREOF, 32.08 FEET; THENCE SOUTH 00 DEGREES 14 MINUTES 16 SECONDS WEST, 34.32 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 10.11 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 27 SECONDS WEST, 22.52 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 10.11 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 27 SECONDS EAST, 22.52 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

OFFICE PARCEL 4

THE WEST 10 FEET OF LOT 1 AND ALL OF LOTS 2 TO 8 IN SUBDIVISION OF BLOCK 97 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +176.68 FEET ABOVE CHICAGO CITY DATUM, IN COOK COUNTY, ILLINOIS.

PINs: 17-16-220-003-0000
17-16-220-004-0000
17-16-220-005-0000
17-16-220-006-0000
17-16-220-007-0000
17-16-220-008-0000

ADDRESS: 151 W. ADAMS STREET, CHICAGO, ILLINOIS

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EXHIBIT B

List of Senior Loan Documents

1. Note
2. Loan Agreement
3. Junior Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing
4. Junior Assignment of Rents and Leases
5. Carve-out Guaranty Agreement, executed by RCP/208
6. Carve-out Guaranty Agreement, executed by JV
7. Carve-out Guaranty Agreement, executed by UST 208
8. Environmental Indemnification Agreement
9. Junior Assignment of Distributions and Security Agreement
10. Subordination of Property Management Agreement
11. Junior Assignment of Project Documents
12. Pledge and Security Agreement re managing member interests in 151 W. Adams Master Tenant LLC
13. Pledge and Security Agreement re partnership interests in UST Prime III Hotel Subtenant, LP
14. Collateral Assignment of Purchase Agreement
15. Pledge and Security Agreement re 151 W. Adams Restaurant, LLC
16. Collateral Assignment of Restaurant Management Agreement
17. Pledge and Security Agreement re 151 W. Adams Spa and Fitness Center LLC
18. Collateral Assignment of Spa Management Agreement
19. Subordination and Intercreditor Agreement with ULLICO
20. Subordination and Intercreditor Agreement with Capri Urban Investors REIT
21. Subordination, Non-Disturbance and Attornment Agreement with Marriott
22. Subordination Non-Disturbance and Attornment Agreement re Master Lease
23. UCC-1 Financing Statements of Borrower in State of Illinois and Cook County
24. UCC-1 Financing Statement of UST Prime Joint Venture III, L.P. and UST Prime III Hotel GP LLC in State of Illinois (Assignment of Distributions and Security Agreement)
25. UCC-1 Financing Statement of UST Prime Joint Venture III, L.P. and UST Prime III Hotel GP LLC in State of Illinois (Pledge of Subtenant Interests)
26. UCC-1 Financing Statement of Reschke Chicago Partners, LLC in State of Illinois (Pledge of Master Tenant Interests)
27. UCC-1 Financing Statement of Subtenant in State of Illinois (Pledge of Restaurant Sub Interests)
28. UCC-1 Financing Statement of Subtenant in State of Illinois (Pledge of Spa Sub Interests)
29. Subordination of Pledge by UST re managing member interests in 151 W. Adams Master Tenant LLC

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EXHIBIT C

List of Junior Loan Documents

1. Note
2. Loan Agreement
3. Junior Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing
4. Junior Assignment of Rents and Leases
5. Assignment of Project Documents
6. Environmental Indemnification Agreement
7. Guaranty Agreement
8. Guaranty Agreement
9. UCC-1 Financing Statements of Borrower in the State of Illinois and Cook County
10. Subordination and Intercreditor Agreement
11. Subordination, Nondisturbance and Attornment Agreement
12. Subordination, Nondisturbance and Attornment Agreement
13. Amendment to Loan Documents