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Recording Requested by
and when Recorded return to:

WELLS FARGO BANK, N.A.
Commercial Mortgage Servicing
550 South Tryon Street 14th Floor
Charlotte, NC 28202

Doc#: 1233318029 Fee: \$60.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/28/2012 09:10 AM Pg: 1 of 12

Attention: CMS Lease Reviews
Loan No.: 48-3000007

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

Tenant's Trade Name: **DEVRY INC., A DELAWARE CORPORATION**

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR LEASEHOLD ESTATE IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF THE SECURITY DOCUMENTS (DEFINED BELOW).

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement") is made as of September 12th, 2012, by and between DeVry Inc., a Delaware corporation ("Tenant"), and U.S. BANK NATIONAL ASSOCIATION, as trustee for the registered holders of Deutsche Mortgage & Asset Receiving Corporation, DBUBS 2011-LC1 Commercial Mortgage Pass-Through Certificates ("Lender").

RECITALS

- A. South Riverside Building LLC, a Delaware limited liability company ("Owner") is the owner or ground lessee of the land and improvements located at 300 South Riverside Plaza in Chicago, Illinois, a legal description of said land being set forth on Exhibit A attached hereto and made a part hereof (the "Property").
- B. Tenant is the lessee under a lease dated December 31, 2011, executed by Owner, as landlord, and Tenant, as tenant (as the same may have been amended, the "Lease"), covering certain premises (the "Premises") as more particularly described in the Lease. The Premises is located within the Property.
- C. Lender is the current holder of a mortgage loan (the "Loan") previously made to Owner, evidenced by a note (the "Note") and secured by, among other things: (a) a first mortgage, deed of trust or deed to secure debt encumbering the Property (the "Mortgage"); and (b) a first priority assignment of leases and rents on the Property (the "Assignment of Leases and Rents") contained in the Mortgage or in a separate document. The Mortgage and the Assignment of Leases and Rents are collectively referred to as the "Security Documents." The Note, the Security Documents and all other documents executed in connection with the Loan are collectively referred to as the "Loan Documents."
- D. Tenant has requested Lender's agreement that if Lender forecloses the Mortgage or otherwise exercises Lender's remedies under the Security Documents, Lender will not disturb Tenant's right to quiet possession of the Premises under the terms of the Lease.
- E. Lender is willing to so agree on the terms and conditions provided in this Agreement, including, without limitation, Tenant's agreement to subordinate the Lease and attorn to Lender as provided herein.

NOW, THEREFORE, for mutual consideration, including the mutual covenants and agreements set forth below, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **SUBORDINATION.** The Lease is and shall remain unconditionally subject and subordinate to (a) the liens or charges imposed by the Security Documents, (b) all currently outstanding or future advances

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secured by the Security Documents, and (c) all renewals, amendments, modifications, consolidations, replacements and extensions of the Security Documents. The subordination described herein is intended by the parties to have the same force and effect as if the Security Documents and such renewals, modifications, consolidations, replacements and extensions of the Security Documents had been executed, acknowledged, delivered and recorded prior to the Lease and any amendments or modifications thereof.

2. **NON-DISTURBANCE.** If Lender exercises any of its rights under the Security Documents, including any right of entry on the Property pursuant to the Mortgage or upon a foreclosure of or deed in lieu of foreclosure of the Mortgage, Lender shall not disturb Tenant's right of quiet possession of the Premises under the terms of the Lease, so long as Tenant is not in default under this Agreement or in default beyond any applicable grace period under the Lease. In addition, Lender shall not join Tenant as a party defendant in any foreclosure action of the Mortgage by Lender for the purpose of terminating the Lease so long as Tenant is not in default under this Agreement or in default beyond any applicable grace period under the Lease, unless such joinder is required by law or unless Tenant is an indispensable party or unless Lender determines that such joinder is necessary or appropriate for Lender to proceed with and/or complete such foreclosure action or to protect Lender's interests under the Mortgage.
3. **ATTORNMEN** Notwithstanding anything to the contrary contained in the Lease, should title to the Premises and the landlord's interest in the Lease be transferred to Lender or any other person or entity by foreclosure of or deed in-lieu of foreclosure of the Mortgage, Tenant shall, for the benefit of Lender or such other person or entity, effective immediately and automatically upon the occurrence of any such transfer, attorn to Lender or such other person or entity as landlord under the Lease and shall be bound under all provisions of the Lease including, but not limited to, the obligation to pay all rent required to be paid by Tenant pursuant to the terms of the Lease, for the remainder of the Lease term.
4. **PROTECTION OF LENDER.** If Lender succeeds to the interest of landlord under the Lease, Lender shall not be: (a) liable for any act or omission of any previous landlord under the Lease; (b) subject to any offsets or defenses which Tenant may have against any previous landlord under the Lease; (c) bound by any payment of rent or additional rent which Tenant might have paid for more than one month in advance of the due date under the Lease to any previous landlord; (d) obligated to make any payment to Tenant which any previous landlord was required to make before Lender succeeded to the landlord's interest; (e) accountable for any monies deposited with any previous landlord (including security deposits), except to the extent such monies are actually received by Lender; (f) bound by any amendment or modification of the Lease or any waiver of any term of the Lease made without Lender's written consent; (g) bound by any surrender or termination of the Lease made without Lender's written consent (unless effected unilaterally by Tenant pursuant to the express terms of the Lease); (h) obligated to complete or pay for any improvement or construction on the Property, or accountable or liable for, or required to pay or honor or reimburse Tenant for, any tenant improvement allowance, construction allowance (including, without limitation, the Allowance (as defined in the Lease)), reimbursements (including, without limitation, any reimbursements for the Demising Wall Work (as defined in the Lease)) or leasing commissions, and in no event shall Tenant have the right to offset or deduct from rent due under the Lease any such tenant improvement allowance, construction allowance (including, without limitation, the Allowance), reimbursements (including, without limitation, any reimbursements for the Demising Wall Work) or leasing commissions (provided, however, if Lender succeeds to the interest of landlord under the Lease, and if upon such succession any portion of the Allowance has not been paid to Tenant and Tenant is then otherwise entitled to receive such unpaid portion of the Allowance pursuant to the terms of the Lease, then Lender (as the then landlord under the Lease) shall recognize and honor Tenant's right to offset against rent due under the Lease such unpaid portion of the Allowance pursuant to the Lease, provided that (and on the condition that) (A) Lender had written notice of such nonpayment in accordance with Section 5 below prior to succeeding to Owner's interest under the Lease and acquiring title to the Premises, (B) Lender had (and is given) an opportunity to cure such default as provided in Section 5 below, and (C) in no event shall Tenant have the right to offset against rent (and in no event shall Lender be required to recognize or honor Tenant's right to offset against rent) any such unpaid Allowance in an amount which exceeds, in the aggregate, the lesser of (i) \$3,084,640.00, or (ii) the amount (if any) then being held in reserve by Lender pursuant to that certain Reserve Agreement between Lender and Borrower entered into in connection with the Lease and dated on or about the date hereof (the lesser of such amount being the "Allowance Offset Cap") (which Allowance Offset Cap shall apply notwithstanding that the amount of the then unpaid portion of the Allowance may be greater than the Allowance Offset Cap)); (j) bound by any provision in the Lease granting Tenant a purchase option or first right of refusal or offer with regard to the Property. Furthermore,

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notwithstanding anything to the contrary contained in this Agreement or the Lease, upon any such succession, the Lease shall be deemed to have been automatically amended to provide that Lender's obligations and liabilities under the Lease shall be limited solely to Lender's interest, if any, in the Property, and the proceeds from any sale or disposition of the Property by Lender (collectively, "Lender's Interest") and, following such succession, Tenant shall look exclusively to Lender's Interest for the payment or discharge of any obligations of Lender under the Lease.

Nothing contained in Section 4(i) above, however, shall relieve Lender from Lender's obligation to cure any maintenance default under the Lease with respect to the Premises by any prior landlord under the Lease (including Owner) which is continuing when Lender succeeds to Owner's interest under the Lease and acquires title to the Premises, provided that (and on the conditions that) (i) Lender had written notice of such default in accordance with Section 5 below prior to succeeding to Owner's interest under the Lease and acquiring title to the Premises, (ii) Lender had (and is given) a reasonable opportunity to cure such default, and (iii) Lender's obligation to cure such default shall be limited solely to performing the maintenance obligation as required pursuant to the terms of the Lease (and in no event shall Lender have any other liability or obligation with respect to such default or be liable for any damages in connection therewith).

5. **LENDER'S RIGHT TO CURE.** Tenant shall deliver to Lender a copy of any notice of any default(s) by landlord under the Lease in the same manner as, and whenever, Tenant shall give any such notice to Owner, and no such notice shall be deemed given to Owner unless and until a copy of such notice shall have been so delivered to Lender. Lender shall have the right to remedy, or cause to be remedied, any default by Owner under the Lease, and, for such purpose Tenant grants Lender such additional period of time (not to exceed ninety (90) additional days) as may be reasonable to enable Lender to remedy, or cause to be remedied, any such default in addition to the period given to Owner for remedying, or causing to be remedied, any such default. Tenant shall accept performance by Lender of any covenant or condition to be performed by Owner under the Lease with the same force and effect as though performed by Owner. Notwithstanding anything contained in this Agreement or in the Lease to the contrary, Tenant shall not terminate (or seek to terminate) the Lease or abate (or seek to abate) rent under the Lease as a result of a landlord default under the Lease (a) so long as Lender, in good faith, shall have commenced to cure such default within the above-referenced time period and shall be prosecuting the same to completion with reasonable diligence, subject to force majeure, or (b) if possession of the Premises is required in order to cure such default, or if such default is not susceptible of being cured by Lender, so long as Lender, in good faith, shall have notified Tenant that Lender intends to institute enforcement proceedings under the Security Documents, and, thereafter, so long as such proceedings shall have been instituted and shall be prosecuted with reasonable diligence. Nothing contained in the prior sentence shall, however, be deemed to give Tenant any greater rights than those contained in the Lease upon, or as a result of, a landlord default under the Lease. Lender shall have the right, without notice to Tenant or Tenant's consent, to foreclose the Mortgage or to accept a deed in lieu of foreclosure of the Mortgage or otherwise realize upon the Mortgage or to exercise any other remedies under the Security Documents or state law.
6. **ASSIGNMENT OF LEASES AND RENTS.** Tenant consents to the Assignment of Leases and Rents and acknowledges Lender shall have no duty, liability or obligation whatsoever under the Lease or any extension or renewal thereof, either by virtue of said assignment or by any subsequent receipt or collection of rents thereunder, unless Lender shall specifically undertake such liability in writing or unless Lender or its designee or nominee becomes, and then only with respect to periods in which Lender or its designee or nominee becomes, the fee owner of the Premises. Upon Tenant's receipt of a written notice from Lender of a default by Owner under the Loan, Tenant shall thereafter, if requested by Lender, pay rent to Lender in accordance with the terms of the Lease. Lender's delivery of such notice to Tenant, or Tenant's compliance therewith, shall not be deemed to (a) cause Lender to succeed to or assume any obligations or responsibilities of Owner under the Lease or (b) relieve Owner of any of its obligations under the Lease.
7. **INSURANCE PROCEEDS AND CONDEMNATION AWARDS.** Notwithstanding anything to the contrary contained in this Agreement or the Lease, the terms of the Loan Documents shall continue to govern with respect to the disposition of any insurance proceeds or condemnation awards, and any obligations of Owner to restore the Property following a casualty or condemnation shall, insofar as they apply to Lender, be limited to the amount of any insurance proceeds or condemnation awards received by Lender after the deduction of all costs and expenses incurred in obtaining such proceeds or awards. Following the foreclosure or deed in lieu of foreclosure of the Mortgage, the provisions of this section shall

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remain in full force and effect unless and until fee title to the Premises becomes vested in a person or entity other than (a) the holder of the Loan at the time of such foreclosure or deed in lieu of foreclosure or (b) a parent, subsidiary or affiliate of such holder.

8. **ASSIGNMENT OF LEASE BY TENANT.** Tenant shall not assign any right or interest of Tenant under the Lease, (except for an assignment that is permitted under the Lease without Owner's consent), without Lender's prior written consent.

9. **MISCELLANEOUS**

9.1 **Heirs, Successors and Assigns.** The covenants herein shall be binding upon, and inure to the benefit of, the heirs, successors and assigns of the parties hereto. The term "Lender" as used herein includes any successor or assign of the named Lender herein, including without limitation, any co-lender at the time of making the Loan, any purchaser at a foreclosure sale and any transferee pursuant to a deed in lieu of foreclosure, and their successors and assigns, trustees and agents, as well as any single purpose entity established by Lender to take title to the Property by reason of such foreclosure or deed in lieu of foreclosure. The terms "Tenant" and "Owner" as used herein include any successor or assign of the named Tenant and Owner herein, respectively; provided, however, that such reference to Tenant's or Owner's successors and assigns shall not be construed as Lender's consent to any assignment or other transfer by Tenant or Owner.

9.2 **Addresses; Request for Notice.** All notices and other communications that are required or permitted to be given to a party under this Agreement shall be in writing and shall be sent to such party, either by personal delivery, by overnight delivery service, by certified first class mail, return receipt requested, or by facsimile transmission, to the address or facsimile number below. All such notices and communications shall be effective upon receipt of such delivery or facsimile transmission. The addresses and facsimile numbers of the parties shall be:

Tenant:

DeVry Inc.
c/o Newmark Knight Frank
Lease Administration
2400 N. Dallas Parkway
Plano, Texas 75093
FAX No.: 469-467-2020

Lender:

Wells Fargo Bank, N.A., as Master Servicer
Att. Lease Reviews
550 South Tryon Street 14th Floor
MAC D1086-120
Charlotte, NC 28202
FAX No.: 704-317-0036

provided, however, any party shall have the right to change its address for notice hereunder by the giving of written notice thereof to the other party in the manner set forth in this Agreement.

9.3 **Entire Agreement.** This Agreement constitutes the entire agreement between Lender and Tenant with regard to the subordination of the Lease to the Security Documents and the rights and obligations of Tenant and Lender as to the subject matter of this Agreement, and shall supersede and cancel, but only insofar as would affect the priority between the Security Documents and the Lease, any prior agreements as to such subordination, including, without limitation, those provisions, if any, contained in the Lease which provide for the subordination of the Lease to a deed or deeds of trust, a mortgage or mortgages, a deed or deeds to secure debt or a trust indenture or trust indentures.

9.4 **Disbursements.** Lender, in making disbursements of any funds pursuant to the Loan Documents, is under no obligation to, nor has Lender represented that it will, monitor or control the application of such funds by the recipient and any application of such funds for purposes other than those provided for in the Loan Documents shall not defeat this Agreement to subordinate in whole or in part.

9.5 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute and be construed as one and the same instrument.

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- 9.6 **Section Headings.** Section headings in this Agreement are for convenience only and are not to be construed as part of this Agreement or in any way limiting or applying the provisions hereof.
- 9.7 **Attorneys' Fees.** If any legal action, suit or proceeding is commenced between Tenant and Lender regarding their respective rights and obligations under this Agreement, the prevailing party shall be entitled to recover, in addition to damages or other relief, costs and expenses, attorneys' fees and court costs (including, without limitation, expert witness fees). As used herein, the term "prevailing party" shall mean the party which obtains the principal relief it has sought, whether by compromise settlement or judgment. If the party which commenced or instituted the action, suit or proceeding shall dismiss or discontinue it without the concurrence of the other party, such other party shall be deemed the prevailing party.
- 9.8 **Severability.** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the extent necessary to be enforceable, or if such modification is not practicable, such provision shall be deemed deleted from this Agreement, and the other provisions of this Agreement shall remain in full force and effect, and shall be liberally construed in favor of Lender.
- 9.9 **Termination, Amendment.** Neither this Agreement nor any of the terms hereof may be terminated, amended, supplemented, waived or modified orally, but only by an instrument in writing executed by the party against which enforcement of the termination, amendment, supplement, waiver or modification is sought.
- 9.10 **Governing Law.** This Agreement and any claim, controversy or dispute arising under or related to or in connection with this Agreement, the relationship of the parties or the interpretation and enforcement of the rights and duties of the parties shall be governed by the law of the state where the Property is located, without regard to any conflicts of law principles.
- 9.11 **Authority.** Tenant and all persons executing this Agreement on behalf of Tenant jointly and severally represent and warrant to Lender that such persons are authorized by Tenant to do so and that such execution hereof is the binding act of Tenant, enforceable against Tenant.
- 9.12 **Form of Agreement.** Owner and Tenant acknowledge that Wells Fargo Bank, N.A. enters into numerous agreements of this type on a regular basis, both in its own capacity and as a commercial mortgage servicer on behalf of other lenders, and that the specific provisions contained in any agreement of this type entered into by Wells Fargo Bank, N.A. will vary depending on numerous transaction-specific factors, including, without limitation, the borrowers, loan documents, tenants, leases, servicers, servicing agreements and property and market conditions involved in the transaction. Accordingly, Owner and Tenant further acknowledge that the specific provisions contained in this Agreement will not necessarily be acceptable to Wells Fargo Bank, N.A. in connection with any other transaction.
- 9.13 **Delivery of SNDA.** Tenant acknowledges and agrees that this Agreement unconditionally satisfies any obligation of Owner under the Lease to deliver to Tenant a SNDA (as defined in the Lease) or other similar agreement from Lender with respect to the Mortgage.

[Signature Pages Follow]

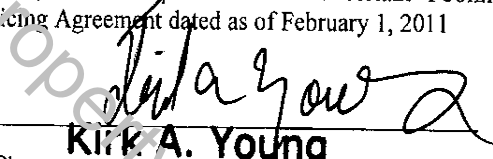
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

LENDER:


U.S. BANK NATIONAL ASSOCIATION, as trustee for the registered holders of Deutsche Mortgage & Asset Receiving Corporation, DBUBS 2011-LC1 Commercial Mortgage Pass-Through Certificates

By: Wells Fargo Bank, N.A., solely in its capacity as Master Servicer, as authorized under that certain Pooling and Servicing Agreement dated as of February 1, 2011

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

TENANT:

DEVRY INC., a Delaware corporation

By: 
Print Name: JACK DISHMAN
Title: SR DIRECTOR OF RE

The undersigned Owner hereby consents to the foregoing Agreement and confirms the facts stated in the foregoing Agreement and the acknowledgement contained in Section 9.12 of the foregoing Agreement.

OWNER:

SOUTH RIVERSIDE BUILDING LLC,
a Delaware limited liability company

By: _____
Print Name: _____
Title: _____

IT IS RECOMMENDED THAT, PRIOR TO EXECUTING THIS AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT HERETO.

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

LENDER:

U.S. BANK NATIONAL ASSOCIATION, as trustee for the registered holders of Deutsche Mortgage & Asset Receiving Corporation, DBUBS 2011-LC1 Commercial Mortgage Pass-Through Certificates

By: Wells Fargo Bank, N.A., solely in its capacity as Master Servicer, as authorized under that certain Pooling and Servicing Agreement dated as of February 1, 2011

By: _____

Name: _____

Its: _____

TENANT:

DEVRY INC., a Delaware corporation

By: _____

Print Name: _____

Title: _____

The undersigned Owner hereby consents to the foregoing Agreement and confirms the facts stated in the foregoing Agreement and the acknowledgement contained in Section 9.12 of the foregoing Agreement.

OWNER:

SOUTH RIVERSIDE BUILDING LLC,
a Delaware limited liability company

By: _____

Print Name: JOSEPH MIZRAHI

Title: MANAGER

IT IS RECOMMENDED THAT, PRIOR TO EXECUTING THIS AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT HERETO.

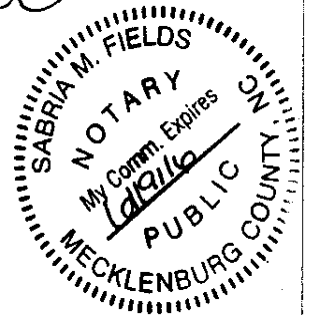
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ALL SIGNATURES MUST BE ACKNOWLEDGED.

STATE OF North Carolina)
COUNTY OF Mecklenburg) SS.

On September 12, 2011, personally appeared the above named Kirk
Q. Young, Vice President of WELLS FARGO BANK, NATIONAL ASSOCIATION, acting in
its authorized capacity as Master Servicer for and on behalf of U.S. BANK NATIONAL ASSOCIATION, as trustee
for the registered holders of Deutsche Mortgage & Asset Receiving Corporation, DBUBS 2011-LC1 Commercial
Mortgage Pass-Through Certificates, and acknowledged the foregoing to be the free act and deed of said association,
before me.

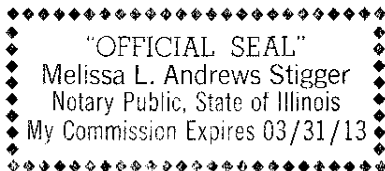
Sabrina M. Fields
Notary Public
My commission expires: 10/19/14



STATE OF Illinois)
COUNTY OF Cook) SS.

On July 30, 2011, personally appeared the above named Jack Deshman, the
Sr. Director of RE, of DEVRY INC., a Delaware corporation, and acknowledged the foregoing to be the
free act and deed of said corporation, before me.

Melissa L. Andrews Stigger
Notary Public
My commission expires: March 31, 2013



STATE OF _____)
COUNTY OF _____) SS.

On _____, 2011, personally appeared the above named
_____, the _____, of SOUTH RIVERSIDE BUILDING
LLC, a Delaware limited liability company, and acknowledged the foregoing to be the free act and deed of said
limited liability company, before me.

Notary Public
My commission expires: _____

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ALL SIGNATURES MUST BE ACKNOWLEDGED.

STATE OF _____)
) SS.
COUNTY OF _____)

On _____, 2011, personally appeared the above named _____, a _____ of WELLS FARGO BANK, NATIONAL ASSOCIATION, acting in its authorized capacity as Master Servicer for and on behalf of U.S. BANK NATIONAL ASSOCIATION, as trustee for the registered holders of Deutsche Mortgage & Asset Receiving Corporation, DBUBS 2011-LC1 Commercial Mortgage Pass-Through Certificates, and acknowledged the foregoing to be the free act and deed of said association, before me.

Notary Public
My commission expires: _____

STATE OF _____)
) SS.
COUNTY OF _____)

On _____, 2011, personally appeared the above named _____, the _____, of DEVRY INC., a Delaware corporation, and acknowledged the foregoing to be the free act and deed of said corporation, before me.

Notary Public
My commission expires: _____

STATE OF NEW YORK)
) SS.
COUNTY OF NEW YORK)

On JULY 3, 2011, personally appeared the above named JOSEPH MIZRACHI, the MANAGER, of SOUTH RIVERSIDE BUILDING LLC, a Delaware limited liability company, and acknowledged the foregoing to be the free act and deed of said limited liability company, before me.

MARYANNE I. SMALL
NOTARY PUBLIC-STATE OF NEW YORK
No. 02SM6152142
Qualified in Nassau County
My Commission Expires August 28, 2014

Maryanne I. Small
Notary Public
My commission expires: 8/28/14

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EXHIBIT A
(Description of Property)
(See Attached)

Property of Cook County Clerk's Office



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EXHIBIT A

LEGAL DESCRIPTION

REAL PROPERTY IN THE CITY OF CHICAGO, COUNTY OF COOK,
STATE OF ILLINOIS, DESCRIBED AS FOLLOWS:

PARCEL 1:

LOT 7 (EXCEPT THE WEST 122.53 FEET THEREOF) IN RAILROAD COMPANIES' RESUBDIVISION OF BLOCKS 62 TO 76, BOTH INCLUSIVE, BLOCK 78, PARTS OF BLOCKS 61 AND 77 AND CERTAIN VACATED STREETS AND ALLEYS IN SCHOOL SECTION ADDITION TO CHICAGO, A SUBDIVISION OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 29, 1924 IN BOOK 188 ON PAGES 11 TO 28, BOTH INCLUSIVE, AS DOCUMENT NUMBER 8339751 (EXCEPTING THEREFROM THAT PART THEREOF LYING BELOW OR BENEATH THE AIR RIGHTS LIMITING PLANE OR ELEVATION SET FORTH IN APPENDIX "B" TO LEASE RECORDED OCTOBER 2, 1980 AS DOCUMENT 25607453 AND WHICH IS INDICATED IN SAID APPENDIX "B" TO BE 32 FEET 10 INCHES ABOVE CHICAGO CITY DATUM), IN COOK COUNTY, ILLINOIS.

PARCEL 2:

ALL LAND AND SPACES BELOW THE AIR RIGHTS LIMITING PLANE DESCRIBED IN PARCEL 1 ABOVE AS ARE OCCUPIED BY COLUMNS, TRUSSES, HORIZONTAL STRUCTURAL MEMBERS, INCLUDING THE FINISHED MEZZANINE FLOOR, FOUNDATIONS AND OTHER SUPPORTS FOR THE BUILDING CONTEMPLATED BY THE LEASE DESCRIBED IN PARCEL 1 ABOVE AND SMOKE EXHAUST PLENUMS, ELEVATOR PITS, FUEL TANKS, PUMPING STATIONS AND MECHANICAL EQUIPMENT LOCATED BELOW SAID AIR RIGHTS LIMITING PLANE FOR THE PURPOSE OF SAID CONTEMPLATED BUILDING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 ABOVE FOR THE CONSTRUCTION, USE, MAINTENANCE, REPAIR, REPLACEMENT OR RENEWAL FROM TIME TO TIME OF ADEQUATE COLUMNS, TRUSSES, HORIZONTAL STRUCTURAL MEMBERS, INCLUDING THE FINISHED MEZZANINE FLOOR, FOUNDATIONS AND OTHER SUPPORTS FOR THE BUILDING CONTEMPLATED UNDER THE LEASE DESCRIBED IN PARCEL 1 ABOVE AND SMOKE EXHAUST PLENUMS, ELEVATOR PITS, FUEL TANKS, PUMPING STATIONS AND MECHANICAL EQUIPMENT, IN THE LAND AND SPACE BELOW THE AIR RIGHTS LIMITING PLANE DESCRIBED IN PARCEL 1 ABOVE, IN COOK COUNTY, ILLINOIS, AS SET FORTH IN THE EASEMENT AND OPERATING AGREEMENT DATED MAY 29, 2001 AND RECORDED JUNE 1, 2001 AS DOCUMENT NO. 0010466784.

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PARCEL 4:

A NON-EXCLUSIVE APPURTENANT EASEMENT IN FAVOR OF PARCELS 1 AND 2 AS CREATED BY DEED OF EASEMENT RECORDED JANUARY 31, 1990 AS DOCUMENT NO. 90047309 AND AS AMENDED BY FIRST AMENDMENT TO DEED OF EASEMENT RECORDED OCTOBER 9, 1990 AS DOCUMENT NO. 90491486, MADE BY LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 17, 1983 AND KNOWN AS TRUST NO. 107292 TO GATEWAY IV JOINT VENTURE AND OTHERS, FOR THE USE OF 1,100 PUBLIC PARKING SPACES IN THE GARAGE, AS DEFINED THEREIN, WITH RIGHTS OF INGRESS AND EGRESS AND AN EASEMENT FOR THE PURPOSE OF CONSTRUCTION OF SUCH REPAIRS OR RESTORATION FOR THE PERIOD REQUIRED TO COMPLETE SUCH REPAIRS OR RESTORATION ON, OVER AND ACROSS THE FOLLOWING DESCRIBED LEGAL DESCRIPTION:

LOTS 5, 6, 7 AND 8 (EXCEPT FROM SAID LOTS THAT PART FALLING IN ALLEY) IN BLOCK 49 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBERS: 17-16-121-003-6002 AND 17-16-121-003-

6001