

# UNOFFICIAL COPY



Recording Requested by  
and when Recorded return to:

WELLS FARGO BANK, N.A.  
Commercial Mortgage Servicing  
550 South Tryon Street 14<sup>th</sup> Floor  
Charlotte, NC 28202  
Attention: CMS Lease Reviews  
Loan No.: 822100002

Doc#: 1304444015 Fee: \$60.00  
Karen A. Yarbrough RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 02/13/2013 10:25 AM Pg: 1 of 12

## SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

Tenant's Trade Name: CLARITY CONSULTING, INC.

**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 February 8<sup>th</sup>, 2013, by and between CLARITY CONSULTING, INC. ("Tenant"), and Deutsche Bank Trust Company Americas, as Trustee, in trust for the Holders of UBS Commercial Mortgage Trust 2012-C1, Commercial Mortgage Pass-Through Certificate, Series 2012-C1 ("Lender").

### RECITALS

A. SL CIVIC WACKER, LLC ("Owner") is the owner of the land and improvements commonly known as comprising all or a part of the Property located in a certain office building known as CIVIC OPERA HOUSE located in CHICAGO, ILLINOIS and more particularly described in Exhibit A attached hereto and made a part hereof ("Property").

B. Tenant is the lessee under a lease dated February 1, 2013, executed by Owner (or its predecessor in interest), as landlord, and Tenant, as tenant (as the same may have been amended, the "Lease"), covering certain premises (the "Premises")

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.

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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 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, beyond any applicable grace period, under the Lease.

3. **ATTORNEY.** 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 any improvement or construction on the Property or to pay or reimburse Tenant for any tenant improvement allowance, construction allowance or leasing commissions;
- (i) liable for any default of any previous landlord under the Lease;

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- (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, 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.

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 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. No default by Landlord under the Lease shall exist or shall be deemed to exist (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. 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 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.

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## 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:

Clarity Consulting, Inc  
20 North Wacker Drive  
Chicago, IL 60606  
Attention: Julianne Rossi  
FAX No.: 312-276-8107

Lender:

Wells Fargo Bank, N.A., as Master Servicer  
Attn: Lease Reviews  
550 South Tryon Street 14<sup>th</sup> Floor  
MAC D1086-120  
Charlotte, NC 28202

FAX No.: 704-715-0036

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.

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.

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- 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.

[SIGNATURES AND ACKNOWLEDGMENTS 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:**

**Deutsche Bank Trust Company Americas, as Trustee, in trust for the Holders of UBS Commercial Mortgage Trust 2012-C1, Commercial Mortgage Pass-Through Certificates, Series 2012-C1**

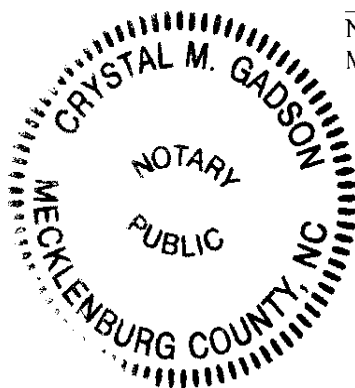
**By: WELLS FARGO BANK, NATIONAL ASSOCIATION, as Master Servicer under the Pooling and Servicing Agreement, dated as of May 1, 2012.**

By: [Signature]  
Name: Joseph Molitor  
Its: Asst. Vice President

STATE OF North Carolina )  
COUNTY OF Mecklenburg ) SS.

On February 8, 2013, personally appears the above named Joseph Molitor, a servicer of WELLS FARGO BANK, NATIONAL ASSOCIATION, acting in its authorized capacity as Master Servicer for and on behalf of Deutsche Bank Trust Company Americas, as Trustee, in trust for the Holders of UBS Commercial Mortgage Trust 2012-C1, Commercial Mortgage Pass-Through Certificates, Series 2012-C1 and acknowledged the foregoing to be the free act and deed of said association, before me.

[Signature]  
Notary Public  
My commission expires: 11/21/2017



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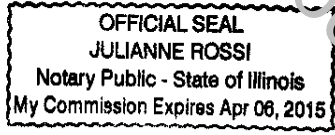
TENANT:

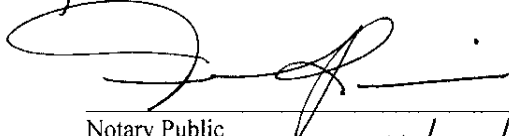
CLARITY CONSULTING, INC.

By:   
 Name: Jeff Smith  
 Its: CEO

STATE OF Illinois )  
 COUNTY OF Cook ) SS.

On January 24, 2013, personally appeared the above named Jeff Smith  
 the CEO of Clarity Consulting and acknowledged the foregoing to be the free act and  
 deed of said SMDA, before me.



  
 Notary Public  
 My commission expires: 4/6/2015





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## EXHIBIT A

### LEGAL DESCRIPTION

#### PARCEL 1:

LOTS 2, 2A, 2B, 3, 3A, 3B, 3C, 3E, 3F, 3G, 3H, 3I, 3J, 3K, 3L, 3L(E), 3L(W), 3M, 3P, 3V, 3Z, 3AA, 3BB, 3CC, 4A, 4B, 4C, 4D, 4E, 3\*, 3C\*, 3D\*, 3N\*, 3P\* 3Q\*, 3R\*, 3S\*, 3T\*, 3U\*, 3V\*, 3W\*, 3X\*, 3Y\*, 3BB\*, 3CC\*, 3DD\* AND 4\* IN THE PLAT OF SUBDIVISION DATED FEBRUARY 7, 1996. PREPARED BY NATIONAL SURVEY SERVICE, INC. CAPTIONED CIVIC OPERA BUILDING SUBDIVISION, AND RECORDED APRIL 15, 1996 WITH THE COOK COUNTY RECORDER'S OFFICE AS DOCUMENT NUMBER 96280660, BEING A SUBDIVISION OF THE FOLLOWING PROPERTY:

LOTS 1 AND 2 IN COUNTY CLERK'S DIVISION OF BLOCK 52, ORIGINAL TOWN AND WHARFING PRIVILEGES" ACCORDING TO THE MAP THEREOF RECORDED MAY 10, 1878 IN BOOK 13 OF PLATS, AT PAGE 90, IN THE RECORDERS OFFICE OF COOK COUNTY, ILLINOIS, EXCEPT THAT PART LYING WEST OF THE WESTERLY LINE OF THE PROPERTY CONVEYED BY DEED RECORDED AUGUST 2, 1913 AS DOCUMENT NUMBER 5237569 (SAID LINE ALSO BEING THE WESTERLY FACE OF THE DOCK OR WHARF ON THE EAST BANK OF THE CHICAGO RIVER AS SHOWN ON SURVEY MADE BY THE CITY OF CHICAGO BUREAU OF SURVEYS DATED JUNE 18, 1913) IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO DESCRIBED AS ALL THAT TRACT OF LAND BOUNDED ON THE EAST BY WACKER DRIVE, ON THE SOUTH BY MADISON STREET, ON THE WEST BY THE CHICAGO RIVER AND ON THE NORTH BY WASHINGTON STREET, IN THE CITY OF CHICAGO, IN COOK COUNTY, ILLINOIS.

TOGETHER WITH THAT PART OF THE FACADE EXCEPTED FROM THE LOTS CONVEYED TO LYRIC OPERA OF CHICAGO BY DEED DATED FEBRUARY 29, 1996 AND RECORDED ON APRIL 15, 1996 AS DOCUMENT NUMBER 96280661. (THE FACADE IS DEFINED IN EASEMENT AND OPERATING AGREEMENT DATED DECEMBER 24, 1992 AND RECORDED ON APRIL 15, 1993 AS DOCUMENT NUMBER 93277677, AS AMENDED BY FIRST AMENDMENT THERETO DATED FEBRUARY 29, 1996 AND RECORDED ON MARCH 1, 1996 AS DOCUMENT NUMBER 96161903, AND AS FURTHER AMENDED BY SECOND AMENDMENT THERETO DATED AS OF SEPTEMBER 29, 1997 AND RECORDED ON OCTOBER 1, 1997 AS DOCUMENT NUMBER 97728117);

EXCEPTING THEREFROM THAT PART OF THE ABOVE DESCRIBED LAND CONVEYED TO THE LYRIC OPERA OF CHICAGO, AN ILLINOIS NOT-FOR-PROFIT CORPORATION, BY DEED RECORDED AS DOCUMENT 0816531008, DESCRIBED AS FOLLOWS:

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LOTS 2 AND 2A, FIRST FLOOR LOTS, IN THE PLAT OF SUBDIVISION DATED FEBRUARY 7, 1996, PREPARED BY NATIONAL SURVEY SERVICE, INC. CAPTIONED CIVIC OPERA BUILDING SUBDIVISION, AND RECORDED APRIL 15, 1996 WITH THE COOK COUNTY RECORDER'S OFFICE AS DOCUMENT NUMBER 96280660;

SAID LOTS 2 AND 2A HAVING AS A LOWER LIMIT A HORIZONTAL PLANE OF +21.00 FEET CHICAGO CITY DATUM AND HAVING AS AN UPPER LIMIT A HORIZONTAL PLANE OF ELEVATION +38.97 FEET CHICAGO CITY DATUM;

AND THAT PART OF LOT 3, FIRST FLOOR LOTS, IN THE PLAT OF SUBDIVISION DATED FEBRUARY 7, 1996, PREPARED BY NATIONAL SURVEY SERVICE, INC. CAPTIONED CIVIC OPERA BUILDING SUBDIVISION, AND RECORDED APRIL 15, 1996 WITH THE COOK COUNTY RECORDER'S OFFICE AS DOCUMENT NUMBER 96280660, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID LOT 3, THENCE SOUTH 88 DEGREES 36 MINUTES 57 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 1.66 FEET TO ITS SOUTHWEST CORNER THEREOF; THENCE NORTH 1 DEGREE 23 MINUTES 03 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 3 EAST LINE OF LOT 2 AFORESAID, A DISTANCE OF 78.21 FEET TO THE NORTHEAST CORNER OF LOT 2 AFORESAID; THENCE NORTH 88 DEGREES 36 MINUTES 57 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 1.66 FEET TO THE EAST LINE OF LOT 3 AFORESAID; THENCE SOUTH 1 DEGREE 23 MINUTES 14 SECONDS EAST, ALONG THE EAST LINE OF LOT 3 AFORESAID, 78.21 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING;

SAID PART OF LOT 3 HAVING AS A LOWER LIMIT A HORIZONTAL PLANE OF +21.00 FEET CHICAGO CITY DATUM AND HAVING AS AN UPPER LIMIT A HORIZONTAL PLANE OF ELEVATION +38.97 FEET CHICAGO CITY DATUM;

AND THAT PART OF LOT 3, THIRD FLOOR LOTS, IN THE PLAT OF SUBDIVISION DATED FEBRUARY 7, 1996, PREPARED BY NATIONAL SURVEY SERVICE, INC. CAPTIONED CIVIC OPERA BUILDING SUBDIVISION, AND RECORDED APRIL 15, 1996 WITH THE COOK COUNTY RECORDER'S OFFICE AS DOCUMENT NUMBER 96280660, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 3, THENCE SOUTH 88 DEGREES 34 MINUTES 46 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 25.35 FEET TO ITS SOUTHWEST CORNER THEREOF; THENCE ALONG THE WESTERLY AND NORTHERLY LINES OF SAID LOT 3 FOR THE FOLLOWING DESCRIBED TWENTY (20) COURSES: THENCE NORTH 1 DEGREE 23 MINUTES 03 SECONDS WEST, 10.32 FEET; THENCE SOUTH 88 DEGREES 36 MINUTES 57 SECONDS WEST, 1.74 FEET; THENCE NORTH 1 DEGREE 23 MINUTES 03 SECONDS WEST, 6.43 FEET; THENCE NORTH 88 DEGREES 36 MINUTES 57 SECONDS EAST, 6.90 FEET; THENCE NORTH 1 DEGREE

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23 MINUTES 03 SECONDS WEST, 3.08 FEET; THENCE SOUTH 88 DEGREES 36 MINUTES 57 SECONDS WEST, 2.11 FEET; THENCE NORTH 1 DEGREE 23 MINUTES 03 SECONDS WEST, 9.62 FEET; THENCE NORTH 88 DEGREES 36 MINUTES 57 SECONDS EAST, 1.42 FEET; THENCE NORTH 1 DEGREE 23 MINUTES 03 SECONDS WEST, 6.61 FEET; THENCE NORTH 88 DEGREES 36 MINUTES 57 SECONDS EAST, 0.64 FEET; THENCE NORTH 1 DEGREE 23 MINUTES 03 SECONDS WEST, 22.16 FEET; THENCE NORTH 88 DEGREES 36 MINUTES 57 SECONDS EAST, 1.11 FEET; THENCE NORTH 1 DEGREE 23 MINUTES 03 SECONDS WEST, 24.07 FEET; THENCE NORTH 46 DEGREES 23 MINUTES 03 SECONDS WEST, 4.95 FEET; THENCE SOUTH 88 DEGREES 36 MINUTES 57 SECONDS WEST, 4.41 FEET; THENCE NORTH 1 DEGREE 23 MINUTES 03 SECONDS WEST, 2.25 FEET; THENCE SOUTH 88 DEGREES 36 MINUTES 57 SECONDS WEST, 5.00 FEET; THENCE SOUTH 1 DEGREE 23 MINUTES 03 SECONDS EAST, 1.15 FEET; THENCE SOUTH 88 DEGREES 36 MINUTES 57 SECONDS WEST, 6.60 FEET; THENCE NORTH 1 DEGREE 23 MINUTES 03 SECONDS WEST, 16.23 FEET TO AN ANGLE CORNER IN LOT 3 AFORESAID; THENCE NORTH 7 DEGREES 16 MINUTES 53 SECONDS WEST, ALONG A WESTERLY LINE OF LOT 3 AFORESAID, 0.79 FEET; THENCE NORTH 88 DEGREES 36 MINUTES 57 SECONDS EAST, ALONG A NORTHERLY LINE OF LOT 3 AFORESAID AND ITS WESTERLY EXTENSION, 2.26 FEET; THENCE ALONG THE WESTERLY AND NORTHERLY LINES OF LOT 3 AFORESAID FOR THE FOLLOWING DESCRIBED TEN (10) COURSES: THENCE SOUTH 1 DEGREE 23 MINUTES 03 SECONDS EAST, 0.21 FEET; THENCE NORTH 88 DEGREES 36 MINUTES 57 SECONDS EAST, 0.31 FEET; THENCE NORTH 1 DEGREE 23 MINUTES 03 SECONDS WEST, 0.77 FEET; THENCE NORTH 88 DEGREES 36 MINUTES 57 SECONDS EAST, 1.36 FEET; THENCE NORTH 1 DEGREE 23 MINUTES 03 SECONDS WEST, 15.44 FEET; THENCE SOUTH 88 DEGREES 36 MINUTES 57 SECONDS WEST, 1.18 FEET; THENCE NORTH 1 DEGREE 23 MINUTES 03 SECONDS WEST, 3.60 FEET; THENCE NORTH 88 DEGREES 36 MINUTES 57 SECONDS EAST, 1.46 FEET; THENCE NORTH 1 DEGREE 23 MINUTES 03 SECONDS WEST, 4.97 FEET; THENCE SOUTH 88 DEGREES 36 MINUTES 57 SECONDS WEST, 0.21 FEET; THENCE NORTH 1 DEGREE 23 MINUTES 03 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 6.02 FEET; THENCE NORTH 88 DEGREES 36 MINUTES 57 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 5.04 FEET; THENCE SOUTH 1 DEGREE 23 MINUTES 03 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 5.48 FEET; THENCE NORTH 88 DEGREES 36 MINUTES 57 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 21.68 FEET TO THE EAST LINE OF LOT 3 AFORESAID; THENCE SOUTH 1 DEGREE 23 MINUTES 14 SECONDS EAST, ALONG THE EAST LINE OF LOT 3 AFORESAID, 128.95 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING;

SAID PART OF LOT 3 HAVING AS A LOWER LIMIT A HORIZONTAL PLANE OF +54.49 FEET CHICAGO CITY DATUM AND HAVING AS AN UPPER LIMIT A HORIZONTAL PLANE OF ELEVATION +66.54 FEET CHICAGO CITY DATUM;

EXCEPTING FROM ALL THE ABOVE THAT PART OF THE LAND FALLING WITHIN THE FAÇADE AS DEFINED IN THE EASEMENT AND OPERATING

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AGREEMENT RECORDED APRIL 15, 1993 AS DOCUMENT 93277677, AS AMENDED.

PARCEL 2:

EASEMENTS RIGHTS FOR THE BENEFIT OF PARCEL 1 MORE FULLY DESCRIBED IN EASEMENT AND OPERATING AGREEMENT MADE BY AND BETWEEN LYRIC OPERA OF CHICAGO AND TRAVELERS INSURANCE COMPANY AND DATED DECEMBER 24, 1992 AND RECORDED ON APRIL 15, 1993 AS DOCUMENT NUMBER 93277677, AS AMENDED BY FIRST AMENDMENT THERETO DATED FEBRUARY 29, 1996 AND RECORDED ON MARCH 1, 1996 AS DOCUMENT NUMBER 96161903, AND BY SECOND AMENDMENT THERETO DATED AS OF SEPTEMBER 29, 1997 AND RECORDED ON OCTOBER 1, 1997 AS DOCUMENT NUMBER 9728117, EACH MADE BY AND BETWEEN LYRIC OPERA OF CHICAGO AND WINDY POINT L.L.C., AS FURTHER AMENDED BY THIRD AMENDMENT MADE BY AND BETWEEN LYRIC OPERA OF CHICAGO AND EOP OPERATING LIMITED PARTNERSHIP RECORDED APRIL 17, 2008 AS DOCUMENT 0810322039, AND FURTHER AMENDED BY FOURTH AMENDMENT MADE BY AND BETWEEN LYRIC OPERA OF CHICAGO AND CIVIC OPERA, L.P. RECORDED JUNE 13, 2008 AS DOCUMENT 0816531007; ALL OF WHICH INCLUDE, WITHOUT LIMITATION, EASEMENTS OVER, UPON, ACROSS AND WITHIN PORTIONS OF THE "THEATER PROPERTY" AS DEFINED AND DESCRIBED THEREIN.

ADDRESS: 20 NORTH WACKER, CHICAGO, ILLINOIS 60606  
PIN: 17-09-452-004