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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 07/08/2014 10:23 AM Pg: 1 of 32

Prepared by and after recording,
return to:

Winstead PC
201 North Tryon Street
Suite 2000
Charlotte, North Carolina 28202
Attention: Brian Short, Esq.

Permanent Tax Identification Number: 17-16-220-009-0000, 17-16-220-010-0000, 17-16-220-011-0000, 17-16-220-012-0000, 17-16-220-014-0000 and 17-16-220-015-0000
Street Address: 208 South LaSalle Street, Chicago, Illinois 60604

TO BE RECORDED IN THE
MORTGAGE RECORDS OF
COOK COUNTY, ILLINOIS

AGREEMENT REGARDING MASTER LEASE, MASTER SUBLEASE AND MASTER SUB-SUBLEASE

THIS AGREEMENT REGARDING MASTER LEASE, MASTER SUBLEASE AND MASTER SUB-SUBLEASE (this "Agreement") is made and entered into as of July 2, 2014, by and among **208 S. LASALLE MASTER TENANT LLC**, an Illinois limited liability company (together with its successors and permitted assigns, the "Master Tenant"); **UST PRIME III OFFICE SUBTENANT, LLC**, a Delaware limited liability company (together with its successors and permitted assigns, the "Master Subtenant"); **RCP OFFICE SUB-SUBTENANT, LLC**, a Delaware limited liability company (together with its successors and permitted assigns, the "Master Sub-Subtenant"); **UST PRIME III OFFICE OWNER, LLC**, a Delaware limited liability company (together with its successors and permitted assigns, "Owner"); **GOLDMAN SACHS BANK USA**, a New York State Chartered Bank (together with its successors and/or assigns, the "Lender"); **208 S. LASALLE MASTER TENANT MANAGER, LLC**, an Illinois limited liability company (together with its successors and permitted assigns, "Master Tenant Managing Member"); and **CHEVRON U.S.A. INC.**, a Pennsylvania corporation ("Investor Member").

RECITALS

WHEREAS, Owner is the owner of a fee simple title to certain real property described in Exhibit A attached hereto, together with the structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and other improvements now or hereafter located thereon (collectively, the "Property");

WHEREAS, the Property constitutes a portion of the building commonly known as 208 South LaSalle Street and located in Chicago, Cook County, Illinois (such portion being hereinafter referred to as the "Building");

WHEREAS, Owner has rehabilitated the Building in a manner intended to qualify for the historic rehabilitation tax credit allowed for qualified rehabilitation expenditures incurred in

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connection with the "certified rehabilitation" of a "certified historic structure" (the "Historic Tax Credit") pursuant to the Section 47 of the Internal Revenue Code of 1986, as amended from time to time, or any corresponding provision or provisions of prior or succeeding law (the "Code");

WHEREAS, Owner has leased the Property to Master Tenant pursuant to that certain Amended and Restated 208 S. LaSalle Master Lease Agreement (Office) dated as of March 6, 2009, as amended by that certain First Amendment to Amended and Restated 208 S. LaSalle Master Lease Agreement (Office) dated as of April 26, 2011, as further amended by that certain Second Amendment to Amended and Restated 208 S. LaSalle Master Lease Agreement (Office) dated as of the date hereof, each between Owner, as lessor, and Master Tenant, as lessee (as further amended from time to time with the prior consent of Lender, the "Master Lease");

WHEREAS, Owner and the Master Tenant have executed that certain Amended and Restated HTC Pass-Through Agreement (the "Pass-Through Agreement") dated as of March 6, 2009 pursuant to which Owner shall elect under Section 50 of the Code to pass-through to the Master Tenant the Historic Tax Credit to which Owner is otherwise entitled as a result of the rehabilitation of the Building;

WHEREAS, Master Tenant has subleased the Property to Master Subtenant pursuant to that certain Amended and Restated 208 S. LaSalle Master Sublease Agreement (Office) dated as of March 6, 2009, as amended by that certain First Amendment to Amended and Restated 208 S. LaSalle Master Lease Agreement (Office) dated as of April 26, 2011, each between Master Tenant, as sublessor, and Master Subtenant, as sublessee (as amended from time to time with the prior consent of Lender, the "Master Sublease");

WHEREAS, Master Subtenant has sub-subleased the Property to Master Sub-Subtenant pursuant to that certain 208 S. LaSalle Master Sub-Sublease Agreement (Office) dated as of the date hereof, between Master Subtenant, as sub-sublessor, and Master Sub-Subtenant, as sub-sublessee (as amended from time to time with the prior consent of Lender, the "Master Sub-Sublease");

WHEREAS, pursuant to that certain First Amended and Restated Operating Agreement of Master Tenant dated as of March 6, 2009 by and among Reschke Chicago Partners, LLC, an Illinois limited liability company ("RCP"), as managing member, Investor Member, as investor member, and RCP/MT Office Investor, LLC, an Illinois limited liability company, as withdrawing member (the "Operating Agreement"), Investor Member acquired a membership interest in the Master Tenant and made an initial investment therein;

WHEREAS, Investor Member and RCP have entered into that certain Purchase Agreement dated as March 6, 2009 (the "Purchase Agreement") relating to Investor Member's interest in Master Tenant;

WHEREAS, RCP has assigned its interest in (a) its membership interests in Master Tenant and (b) the Purchase Agreement, each to Master Tenant Managing Member;

WHEREAS, Lender, as lender, and Owner, as borrower, have entered into that certain Loan Agreement dated as of the date hereof (as amended, modified, restated, consolidated or supplemented from time to time, the "Loan Agreement") pursuant to which Lender has agreed to

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make a secured loan to Owner in the maximum principal amount of up to \$35,000,000.00 (the "Loan");

WHEREAS, Owner has executed a Promissory Note, as of the date hereof, in the aggregate maximum principal amount of the Loan (collectively, and as the same may be amended, modified, restated, severed, consolidated, renewed, replaced, or supplemented from time to time, the "Note"), which is secured by, *inter alia*, (a) that certain Mortgage, Assignment of Rents and Leases, Collateral Assignment of Property Agreements, Security Agreement and Fixture Filing, dated as of the date hereof (as amended, restated, replaced, supplemented or otherwise modified from time to time, the "Mortgage") made by Owner to Lender covering the Property, (b) that certain Assignment of Leases and Rents and other Collateral (Master Subtenant), dated as of the date hereof (as amended, restated, replaced supplemented or otherwise modified from time to time, the "Master Subtenant ALR") from Owner and Master Subtenant to Lender covering collateral described therein, (c) that certain Assignment of Leases and Rents and other Collateral (Master Sub-Subtenant), dated as of the date hereof (as amended, restated, replaced, supplemented or otherwise modified from time to time, the "Master Sub-Subtenant ALR", and collectively with the Master Subtenant ALR, the "ALR") from Owner and Master Sub-Subtenant to Lender covering the collateral described therein, and (d) all other documents, agreements and instruments now or hereafter evidencing, securing or delivered to Lender in connection with the Loan (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, and together with the Loan Agreement, the Note, the Mortgage and the ALR, collectively, the "Loan Documents"), including, without limitation, this Agreement, the Master Tenant Managing Member Pledge, the Master Subtenant Pledge and the Master Sub-Subtenant Pledge;

WHEREAS, Master Tenant, by virtue of the continued benefits of the Master Lease, will derive substantial benefit from Lender agreeing to make the Loan to Owner; Master Subtenant, by virtue of the continued benefits of the Master Sublease, will derive substantial benefit from Lender agreeing to make the Loan to Owner; and Master Sub-Subtenant, by virtue of the continued benefits of the Master Sub-Sublease, will derive substantial benefit from Lender agreeing to make the Loan to Owner; and

WHEREAS, Master Tenant, Master Subtenant, Master Sub-Subtenant, Owner, Lender, Master Tenant Managing Member, and Investor Member agreed to execute and deliver this Agreement.

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

1. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Loan Agreement. In addition to the defined terms set forth in the Recitals to this Agreement, the following defined terms used herein shall have the meanings specified below:

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“Affiliate” means, as to any Person, any other Person that, directly or indirectly, is in Control of, is Controlled by or is under common Control with such Person or is a director of such Person or of an Affiliate of such Person.

“Agreed Sale Procedure” has the meaning set forth in Section 10.

“Investor Member Cure Period” has the meaning set forth in Section 4(c).

“Master Lease Rent” means the “Master Lease Payment” payable by Master Tenant to Owner pursuant to the Master Lease.

“Master Sublease Rent” means the “Sublease Payment” payable by Master Subtenant to Master Tenant pursuant to the Master Sublease.

“Master Sub-Sublease Rent” means the “Sub-Sublease Payment” payable by Master Sub-Subtenant to Master Subtenant pursuant to the Master Sub-Sublease.

“Recapture Period” means the period commencing from the date of this Agreement to November 11, 2015.

“Rent Differential” means the difference between (a) Master Sub-Sublease Rent and (b) Master Lease Rent. For the avoidance of doubt, the Master Sub-Sublease Rent shall be equal to the Master Sublease Rent.

“Subordinate Documents” means, collectively, the Master Lease, the Master Sublease, the Master Sub-Sublease and all other documents, agreements and instruments entered into prior to the date hereof by any of Owner, Master Tenant, Master Subtenant, Master Sub-Subtenant, Master Tenant Managing Member or Investor Member in connection with the same.

“Transfer” means (a) the institution of any foreclosure, trustee's sale or other like proceeding relating to the Property, (b) the appointment of a receiver for Owner, Master Subtenant, Master Sub-Subtenant or the Property, (c) the exercise of rights to collect rents under the Mortgage, the ALR or other Loan Documents, (d) the recording by Lender or its successor or assignee of a deed in lieu of foreclosure for the Property, or (e) any transfer or abandonment of possession of the Property to the Lender or its successor or assigns in connection with any proceedings affecting Owner under the Bankruptcy Code, 11 U.S.C. §101 et seq.

“Transferee” means the Lender or its designee or any other party taking title to the Property in connection with or subsequent to a Transfer.

2. Consents.

(a) Notwithstanding anything to the contrary contained in the Subordinate Documents, each of Master Tenant, Master Tenant Managing Member, Investor Member, Master Subtenant and Master Sub-Subtenant hereby consent to Lender making the Loan to Owner pursuant to the terms and conditions contained in the Loan Documents, including, without limitation, the ALR, the Master Tenant Managing Member Pledge, the Master Subtenant Pledge and the Master Sub-Subtenant Pledge, as well as any exercise of remedies pursuant to the terms

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of the Loan Documents, including, without limitation, any foreclosure on the Master Tenant Managing Member Pledge of Master Tenant Managing Member's membership interests in Master Tenant, on the Master Subtenant Pledge of all of the membership interests in Master Subtenant or on the Master Sub-Subtenant Pledge of all of the membership interests in Master Sub-Subtenant, provided Lender is not in default of its obligations under this Agreement.

(b) Notwithstanding anything to the contrary contained in the Subordinate Documents, each of Master Tenant, Master Tenant Managing Member, Investor Member, Master Subtenant and Master Sub-Subtenant acknowledge and agree that, (i) pursuant to the terms of each of the Master Lease, the Master Sublease and the Master Sub-Sublease, the Mortgage is a "Permitted Mortgage" (as such term is defined in each of the Master Lease, the Master Sublease and the Master Sub-Sublease) and, as such, each of the Master Lease, the Master Sublease and the Master Sub-Sublease is subject and subordinate to the terms, conditions and provisions of the Mortgage, the Lien imposed by the Mortgage, and all advances made under the Mortgage and the related Loan Documents, (ii) the execution delivery and performance of the Loan Documents does not constitute a default or an event which, with the giving of notice or the lapse of time, or both, would constitute a default under the Master Lease, the Master Sublease, the Master Sub-Sublease or Operating Agreement, and (iii) that Owner's current mortgage debt, including, without limitation, the debt obligations to Lender, is hereby deemed to satisfy in aggregate the terms and conditions of Section 2.7 of the Master Lease, and no debt service coverage ratio shall be applicable thereunder during the term of the Loan.

(c) Investor Member hereby acknowledges receipt of the Loan Documents and, subject to the terms set forth in this Agreement, and pursuant to Section 2.7 of the Master Lease, consents to the making of the Loan and to the grant of the security interests in the Property and other collateral pursuant to the Loan Documents.

3. Subordination. Notwithstanding anything to the contrary contained in the Subordinate Documents, each of the Master Lease, the Master Sublease and the Master Sub-Sublease, as well as the leasehold, the subleasehold and the sub-subleasehold estates created thereby, is hereby declared to be, and hereafter shall continue at all times to be, junior, subject and subordinate, in each and every respect, to the terms, conditions and provisions of the Mortgage and other Loan Documents, the Lien imposed by the Mortgage and/or the other Loan Documents and all advances made under the Mortgage and/or the other Loan Documents, including, without limitation, (a) any and all increases, renewals, modifications, extensions, substitutions, replacements and or consolidations of the Note or the Mortgage and (b) any future mortgage or encumbrance affecting the Property held by or made for the benefit of Lender and/or its successors and assigns. The foregoing subordination is effective and self-operative without the necessity for execution of any further instruments. Master Tenant hereby covenants with Lender that Master Tenant will not cause the Master Lease to be subordinated to any interests other than those held by or made for the benefit of Lender and/or its successors and assigns. Master Subtenant hereby covenants with Lender and Master Tenant that Master Subtenant will not cause the Master Sublease to be subordinated to any interests other than those held by or made for the benefit of Lender, Master Tenant and/or any of their respective successors and assigns. Master Sub-Subtenant hereby covenants with Lender, Master Tenant and Master Subtenant that Master Sub-Subtenant will not cause the Master Sub-Sublease to be

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subordinated to any interests other than those held by or made for the benefit of Lender, Master Tenant, Master Subtenant and/or any of their respective successors and assigns.

4. Lender's Exercise of Remedies: Non-Disturbance.

(a) Subject to Section 4(c), and provided that (i) the Master Tenant complies with and is not in default under this Agreement, (ii) the Master Tenant is not in default under the terms of the Master Lease or the Pass-Through Agreement, and no event has occurred which, with the passage of time or the giving of notice or both, would constitute a default by Master Tenant under the Master Lease, except as provided below with respect to the payment of Master Lease Rent, and (iii) each of the Master Lease, the Master Sublease and the Master Sub-Sublease is in full force and effect, both as of the date the Lender files a *lis pendens* or otherwise commences a Transfer, and (iv) the Master Tenant shall be in possession of the Property, Lender agrees that no default under the Loan Documents and no Transfer will disturb the Master Tenant's possession under the Master Lease and the Master Lease will not be affected or terminated thereby, and notwithstanding any such foreclosure or other Transfer of the Property to a Transferee, the Master Lease (as affected by this Agreement) will be recognized as a direct lease from Transferee to the Master Tenant upon a Transfer of the Property. Notwithstanding the foregoing, if Master Tenant is in compliance with its obligations under the Master Lease except with respect to the payment of Master Lease Rent, and such failure to pay Master Lease Rent is the result of insufficient cash flow from the Property after application of funds in accordance with Section 9(b), then, prior to the end of the Recapture Period, the amount of the shortfall in Master Lease Rent paid under the Master Lease shall accrue and shall not be grounds for a termination of the Master Lease by Lender, Transferee or Owner. Master Tenant and Master Subtenant hereby agree that (A) if the Master Sub-Subtenant is in compliance with its obligations under the Master Sub-Sublease except with respect to the payment of the Master Sub-Sublease Rent, and such failure to pay Master Sub-Sublease Rent is the result of insufficient cash flow from the Property after application of funds in accordance with Section 9(b), and (B) if the Master Subtenant is in compliance with its obligations under the Master Sublease except with respect to the payment of Master Sublease Rent, and such failure to pay Master Sublease Rent is the result of insufficient cash flow from the Property after application of funds in accordance with Section 9(b), then, prior to the end of the Recapture Period, (1) the amount of the shortfall in Master Sub-Sublease Rent paid under the Master Sub-Sublease shall accrue and shall not be grounds for a termination of the Master Sub-Sublease by Master Subtenant and (2) the amount of the Master Sublease Rent paid under the Master Sublease shall accrue and shall not be grounds for a termination of the Master Sublease by Master Tenant; provided, however, that any shortfall attributable to the Rent Differential shall not accrue but instead shall be deemed to be paid by the Master Sub-Subtenant to the Master Subtenant and paid by the Master Subtenant to the Master Tenant and shall be applied as a credit from Owner to Master Tenant against Master Lease Rent payable during the final month of the "Term" of the Master Lease (and, until such shortfall is exhausted, each immediately preceding month). Upon the expiration of the Recapture Period, all such accrued and unpaid Master Lease Rent, Master Sublease Rent and/or Master Sub-Sublease Rent, if any, under any of the Master Lease, the Master Sublease and the Master Sub-Sublease, plus all late penalties, interest, fees, and costs due under the terms of the Master Lease, the Master Sublease or the Master Sub-Sublease, as applicable, shall become immediately due and payable and if such amounts are not paid, (x) Owner, Lender or Transferee, as the case may be, shall have the right to terminate the Master Lease, (y) Master Tenant, Lender or Transferee shall

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have the right to terminate the Master Sublease, and (z) Master Subtenant, Lender or Transferee shall have the right to terminate the Master Sub-Sublease. In addition, subject to Section 6(d), regardless of whether there is any accrued and unpaid rent under the Master Lease, Lender's agreement to not disturb the Master Lease shall expire upon the expiration of the Recapture Period. Any termination of the Master Lease shall automatically constitute a termination of the Master Sublease and the Master Sub-Sublease.

(b) Neither Lender nor any Transferee shall be (i) liable for Owner's failure to perform any of its obligations under the Master Lease which have accrued prior to the date on which Lender or Transferee shall become the owner of the Property or liable for any act or omission of Owner or any prior Owner (including the loss or misappropriation of any rental payments or security deposits); (ii) subject to any credits, claims, setoffs, offsets or defenses which Master Tenant may have against Owner or any prior Owner; (iii) bound by (or responsible for) any advance payment of rent or any other monetary obligations under the Master Lease to Owner in excess of one month's prepayment thereof in the case of rent, or in excess of one periodic payment in advance in the case of any other monetary obligations under the Master Lease; (iv) responsible for any security deposit not actually received by Lender or any Transferee; (v) bound by any amendment, assignment (in whole or in part), subletting, extension, renewal or modification of the Master Lease to which Lender or Transferee has not consented in writing, and any attempted amendment, assignment (in whole or in part), subletting, extension, renewal or modification of the Master Lease without said consent shall be null and void and of no force and effect; (vi) obligated to reimburse Master Tenant for any construction work done by Master Tenant or liable for latent and/or patent defects in the construction of the Property or for any obligation to complete the "Lessor's Work" (as defined in the Master Lease); (vii) liable for any breach of any warranty in the Master Lease by Owner or a prior Owner; (viii) bound by any obligation to repair, replace, rebuild or restore the Property, or any part thereof, in the event of damage by fire or other casualty, or in the event of partial condemnation, except as may be required under the Loan Documents; (ix) required to remove any Person occupying the Property or any part thereof; (x) bound by any right of first refusal or right of first offer set forth in the Master Lease, if any, or the Purchase Agreement; (xi) bound by any notices given by the Master Tenant to Owner of which Lender or any Transferee did not also receive notice; or (xii) obligated or liable (financially or otherwise) on account of any representation, warranty, or indemnification obligation of Owner with respect to hazardous materials, asbestos, or other environmental laws, claims or liabilities, whether expressly stated as such or subsumed within general obligations to comply with laws or preserve the benefits of Master Tenant's use and enjoyment of the Property. Neither Lender nor any Transferee shall be liable for any reason for amounts in excess of the value of its interest in the Property, or for consequential or punitive damages of any kind.

(c) Notwithstanding anything herein to the contrary, prior to the end of the Recapture Period and so long as Investor Member is an Affiliate of Master Tenant, Lender agrees that it will take no action to effect a termination of the Master Lease without first giving Investor Member a reasonable period of time, not to exceed sixty (60) days from the date of the Master Tenant's receipt of such notice of the intention of Lender to effect a termination (the "Investor Member Cure Period"), to replace the Master Tenant's managing member and cause the successor managing member to cause Master Tenant to cure any defect in the Master Tenant's compliance with the terms of Section 4(a), such that upon such cure within the Investor Member Cure Period the Master Tenant would be entitled to the non-disturbance benefits of Section 4(a);

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provided, however, that the foregoing shall only apply unless and until there is a likelihood of material loss, liability or prejudice to the Lender from any such delay or forbearance, and provided further that (i) as a condition of such delay or forbearance, Investor Member shall comply with the provisions of Section 6(e) with respect to any substitute managing member, and (ii) Master Tenant, following any such substitution of the managing member, shall thereupon proceed with due diligence to cure such defect in Master Tenant's compliance with the terms of Section 4(a) prior to the end of the Investor Member Cure Period.

5. Attornment. The Master Tenant agrees that it shall attorn to any Transferee, including the Lender if the Lender becomes a Transferee, as the landlord under the Master Lease. Said attornment is subject to the limitation of Transferee's obligations set forth in Section 4 above and shall be effective and self-operative without the execution of any further instruments upon Transferee succeeding to the interest of the landlord under the Master Lease. Within ten (10) days after receipt of a written request therefor from a Transferee, the Master Tenant agrees to provide such Transferee with a written confirmation of its attornment and any other matter set forth in this Agreement. Failure to provide such written confirmation shall, at the Transferee's sole option, constitute a default under the Master Lease, but shall not otherwise derogate from the Master Tenant's obligations to the Transferee hereunder.

6. Notice and Cure Rights

(a) The Master Tenant and Owner each agrees, simultaneously with the giving of any notice under the Master Lease, to give a duplicate copy thereof to Lender. Should Owner default in respect of any of the provisions of the Master Lease, the Lender shall have the right, but not the obligation, to cure such default, and the Master Tenant shall accept performance by or on behalf of the Lender as though, and with the same effect as if, it had been done or performed by Owner. Lender will have a period of time beginning after the service of such notice upon it (but in no event beginning prior to the expiration of the Owner's right to cure such default) within which to cure the default specified in such notice, or cause it to be cured, which is the corresponding period for cure, if any, as is given under the Master Lease in respect of the specified default after the giving of any required notice thereunder (or if no cure period is specified, a minimum of 30 days). Further, provided Lender has undertaken by written notice to Master Tenant to exercise reasonable efforts to cure or cause to be cured by a receiver such breach or default within the period permitted by this paragraph, Lender's cure period shall continue for such additional time as Lender may reasonably require to either: (i) obtain possession and control of the Property with due diligence and thereafter cure the breach or default with reasonable diligence and continuity; or (ii) obtain the appointment of a receiver and give such receiver a reasonable period of time in which to cure the default.

(b) The Master Tenant and Master Subtenant each agrees, simultaneously with the giving of any notice under the Master Sublease, to give a duplicate copy thereof to Lender. Should Master Subtenant default in respect of any of the provisions of the Master Sublease, prior to Master Tenant exercising any remedies thereunder, the Lender shall have the right, but not the obligation, to cure such default, and the Master Tenant shall accept performance by or on behalf of the Lender as though, and with the same effect as if, it had been done or performed by Master Subtenant. Lender will have a period of time beginning after the service of such notice upon it (but in no event beginning prior to the expiration of the Master Subtenant's right to cure such

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default) within which to cure the default specified in such notice, or cause it to be cured, which is the corresponding period for cure, if any, as is given under the Master Sublease in respect of the specified default after the giving of any required notice thereunder (or if no cure period is specified, a minimum of 30 days). Further, provided Lender has undertaken by written notice to Master Tenant to exercise reasonable efforts to cure or cause to be cured such breach or default within the period permitted by this paragraph, Lender's cure period shall continue for such additional time as Lender may reasonably require to obtain Control of the Master Subtenant pursuant to a foreclosure of the Master Subtenant Pledge with due diligence and thereafter cure the breach or default with reasonable diligence and continuity.

(c) The Master Subtenant and Master Sub-Subtenant each agrees, simultaneously with the giving of any notice under the Master Sub-Sublease, to give a duplicate copy thereof to Lender. Should Master Sub-Subtenant default in respect of any of the provisions of the Master Sub-Sublease, prior to Master Subtenant exercising any remedies thereunder, the Lender shall have the right, but not the obligation, to cure such default, and the Master Subtenant shall accept performance by or on behalf of the Lender as though, and with the same effect as if, it had been done or performed by Master Sub-Subtenant. Lender will have a period of time beginning after the service of such notice upon it (but in no event beginning prior to the expiration of the Master Sub-Subtenant's right to cure such default) within which to cure the default specified in such notice, or cause it to be cured, which is the corresponding period for cure, if any, as is given under the Master Sub-Sublease in respect of the specified default after the giving of any required notice thereunder (or if no cure period is specified, a minimum of 30 days). Further, provided Lender has undertaken by written notice to Master Subtenant to exercise reasonable efforts to cure or cause to be cured such breach or default within the period permitted by this paragraph, Lender's cure period shall continue for such additional time as Lender may reasonably require to obtain Control of the Master Sub-Subtenant pursuant to a foreclosure of the Master Sub-Subtenant Pledge with due diligence and thereafter cure the breach or default with reasonable diligence and continuity.

(d) So long as Investor Member is an Affiliate of Master Tenant, Owner agrees, simultaneously with its giving or receiving any notice of the occurrence of an Event of Default with respect to the Loan, to give a duplicate copy thereof to Investor Member, and Lender hereby agrees that, should an Event of Default occur under the Loan, to the extent applicable, Lender shall accept performance by or on behalf of Investor Member as though, and with the same effect as if, it had been done or performed by Owner; provided, however, that such cure must be affected by Investor Member prior to the expiration of the cure period provided Owner under the Loan Agreement (if any), and provided further that Lender shall have no obligation to deliver any notice to Investor Member of such Event of Default.

(e) Lender agrees that the removal of Master Tenant Managing Member as managing member of the Master Tenant by Investor Member pursuant to the Master Tenant Operating Agreement shall not, in and of itself, accelerate the Loan or constitute a default under the Loan Documents, provided that (i) any substitute managing member is an Affiliate of Investor Member and acquires such managing membership interest subject to the Master Tenant Managing Member Pledge, and (ii) the Lender receives notice of such substitution within ten (10) days thereof.

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(f) Each of Master Tenant and Investor Member acknowledge and agree that a transfer of any direct or indirect membership interest in the Master Tenant that is in violation of Section 2.2 of the Loan Agreement shall be a default by Master Tenant under this Agreement.

7. Miscellaneous.

(a) This Agreement shall inure to the benefit of the parties hereto and their respective successors and permitted assigns; provided, however, that in the event of the assignment or transfer of the interest of a Transferee, all obligations and liabilities of such Transferee under this Agreement shall terminate, and thereupon all such obligations and liabilities shall be the responsibility of the party to whom the Transferee's interest is assigned or transferred; and provided further, that the interest of the Master Tenant under this Agreement may not be assigned or transferred except to the extent the assignment of the Master Tenant's interest in the Master Lease is permitted under the Master Lease and the Loan Documents.

(b) Anything herein or in the Master Lease to the contrary notwithstanding, a Transferee shall have no obligation, nor incur any liability, beyond such Transferee's then interest in the Property, and the Master Tenant shall look exclusively to such interest of the Transferee in the Property for the payment and discharge of any obligations imposed upon the Transferee hereunder or under the Master Lease, or otherwise, subject to the limitation of the Transferee's obligations provided for in Section 4 above.

(c) This Agreement is intended to set forth the principal agreement between the parties hereto with regard to the subordination of the Subordinate Documents to the Lien or charge of the Loan Documents, and the provisions of this Agreement shall control over any conflicting or inconsistent provisions contained in the Subordinate Documents which provide for the subjection or subordination of any of the Subordinate Documents to a deed of trust or to a mortgage or mortgages. This Agreement may not be modified in any manner or terminated except by an instrument in writing executed by the parties hereto, provided however, that it shall terminate without further action upon payment in full of the Loan or upon expiration of all surviving rights under the Purchase Agreement.

(d) This Agreement shall be deemed to have been made in the state where the Property is located and the validity, interpretation and enforcement of this Agreement shall be determined in accordance with the laws of such state.

(e) Notwithstanding anything to the contrary contained in the Subordinate Documents or this Agreement, each of Master Tenant, Master Tenant Managing Member and Investor Member expressly acknowledge and agree that any termination of the Master Sublease by Master Tenant that is not affected pursuant to the terms of this Agreement shall constitute an "Event of Default" under the Master Lease.

(f) Each of Master Tenant and Investor Member agree that a default by either of them of any of their respective obligations under this Agreement shall constitute an "Event of Default" under the Master Lease.

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(g) Except pursuant to the express terms of this Agreement, none of the Master Lease, the Master Sublease or the Master Sub-Sublease may be modified or amended without the prior written consent of Lender.

(h) Notwithstanding anything to the contrary contained in the Master Lease, the Master Sublease or the Master Sub-Sublease, the provisions of the Mortgage and the Loan Agreement shall govern with respect to the disposition of any casualty insurance proceeds or condemnation awards.

(i) All notices, consents, approvals and requests required or permitted hereunder shall be given in writing and shall be effective for all purposes if either hand delivered with receipt acknowledged, or if sent by a nationally recognized overnight delivery service (such as Federal Express), or by certified or registered United States mail, return receipt requested, postage prepaid, or by facsimile and confirmed by facsimile answer back, in each case addressed as follows (or to such other address or Person as a party shall designate from time to time by notice to the other parties).

If to Owner, Master Tenant, Master Subtenant or Master Sub-Subtenant:

c/o The Prime Group, Inc.
120 North LaSalle Street, Suite 3200
Chicago, Illinois 60602
Attention: Michael W. Reschke
Telecopier: (312) 912-1511

And to

Pedersen & Hought PC
161 North Clark Street
Suite 3100
Chicago, Illinois 60601
Attention: Eric J. Kordish, Esq.
Telephone: (312) 261-2104
Facsimile: (312) 261-1104

With copies to:

Chevron U.S.A. Inc.
c/o Chevron TCI, Inc.
345 California Street
San Francisco, California 94104
Attention: Asset Management
Facsimile: (415) 733-4979

UNOFFICIAL COPY

and

Holland & Knight LLP
10 St. James Avenue
Boston, Massachusetts 02116
Attention: William F. Machen, Esq.
Facsimile: (617) 523-6850

If to Master Tenant Managing Member:

208 S. LaSalle Master Tenant Manager, LLC
120 North LaSalle Street, Suite 3200
Chicago, Illinois 60602
Attention: Michael W. Reschke
Telecopier: (312) 912-1511

With a copy to:

Pedersen & Houpt PC
161 North Clark Street
Suite 3100
Chicago, Illinois 60601
Attention: Eric J. Kordish, Esq.
Telephone: (312) 261-2104
Facsimile: (312) 261-1104

If to Chevron:

Chevron U.S.A. Inc.
c/o Chevron TCI, Inc.
345 California Street
San Francisco, California 94104
Attention: Asset Management
Facsimile: (415) 733-4979

With a copy to:

Holland & Knight LLP
10 St. James Avenue
Boston, Massachusetts 02116
Attention: William F. Machen, Esq.
Facsimile: (617) 523-6850

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If to Lender:

Goldman Sachs Bank USA
200 West Street
New York, New York 10282
Attn: Rene Theriault and J. Theodore Borter
Facsimile: (212) 346-3594

With a copy to:

Goldman Sachs Bank USA
6011 Connection Drive, Suite 550
Irving, Texas 75039
Attn: General Counsel
Facsimile: (972) 368-2495

And to:

Winstead PC
201 North Tryon Street
Suite 2000
Charlotte, North Carolina 28202
Attention: Brian S. Short, Esq.
Facsimile: (214) 745-5390

A notice shall be deemed to have been given: in the case of hand delivery, at the time of delivery; in the case of registered or certified mail, when delivered or the first attempted delivery on a business day; in the case of overnight delivery, upon the first attempted delivery on a business day; or in the case of facsimile, upon the confirmation of such facsimile transmission.

8. Rent Differential. Investor Member recognizes that there is a potential cost and burden to Lender resulting from the restrictions contained herein as to when the Master Lease can be terminated, and the provision herein allowing for the potential accrual of unpaid rent under the Master Lease. Accordingly, the parties agree that from and after the time of an Event of Default under the Loan Documents, any Rent Differential that would otherwise be payable to Master Tenant shall first be applied to pay any and all accrued and unpaid Master Lease Rent, including all late penalties, interest, fees, and costs due under the terms of the Master Lease, and thereafter shall be applied as a credit from Owner to Master Tenant against Master Lease Rent payable during the final month of the "Term" of the Master Lease (and, to the extent applicable, each immediately preceding month). Owner agrees that any funds received in satisfaction of accrued Master Lease Rent pursuant to the immediately preceding sentence shall be paid directly to Lender for application to the Loan in accordance with Article 3 of the Loan Agreement.

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9. Property Cash Management.

(a) The parties hereto acknowledge and agree that all Revenues, except as otherwise provided in the Loan Agreement, shall be sent directly to the Lockbox Bank for deposit into the Lockbox Account, which, subject to terms contained in Article 3 of the Loan Agreement, shall be swept on a daily basis to the Cash Management Account

(b) With respect to all funds deposited into the Lockbox Account, (i) Master Tenant will receive credit against Master Tenant's rent obligations under the Master Lease in an amount equal to the sum of the funds applied pursuant to Sections 3.2(b)(iii), (v) - (ix), (x) (to the extent amounts in the Excess Cash Flow Reserve Account are not deposited into the Operating Account) and (xi); (ii) Master Subtenant will receive credit against Master Subtenant's rent obligations under the Master Sublease in an amount equal to the sum of the funds applied pursuant to Sections 3.2(b)(i), (iii), (v) - (ix), (x) (to the extent amounts in the Excess Cash Flow Reserve Account are not deposited into the Operating Account) and (xi) of the Loan Agreement, provided, however, the amount of such credit shall not exceed eight-one (81%) of the Master Subtenant's rent obligations under the Master Sublease; and (iii) Office Sub-Subtenant will receive credit against Office Sub-Subtenant's rent obligations under the Office Sub-Sublease in an amount equal to the sum of the funds applied pursuant to Sections 3.2(b)(i), (iii), (v) - (ix), (x) (to the extent amounts in the Excess Cash Flow Reserve Account are not deposited into the Operating Account) and (xi) of the Loan Agreement.

10. Agreed Sale Procedure. In the event of a Transfer, Investor Member and Transferee may, but shall have no obligation to, agree on a sale procedure in the event Transferee elects to sell the Property. Transferee, in its sole discretion, may elect not to agree upon such a procedure, in which case the procedure set forth in Exhibit B shall be applicable (the mutually agreed upon procedure or the procedure set forth in Exhibit B, as applicable, is referred to as the "Agreed Sale Procedure"). So long as Master Tenant and Investor Member are in compliance with their obligations hereunder, any sale of the Property shall be conducted in a manner consistent with the Agreed Sale Procedure. Notwithstanding anything to the contrary contained herein or in Exhibit B, this Section 10 shall only apply prior to the end of the Recapture Period and so long as Investor Member is an Affiliate of Master Tenant.

11. Acknowledgement and Agreement by Landlord. Owner, as landlord under the Master Lease and grantor and borrower under the Loan Documents, acknowledges and agrees for itself and its heirs, representatives, successors and assigns, that: (a) this Agreement does not constitute a waiver by Lender of any of its rights under the Loan Documents or in any way release Owner from its obligations to comply with the terms, provisions, conditions, covenants, agreements and clauses of the Loan Documents; (b) the provisions of the Loan Documents remain in full force and effect and must be complied with by Owner.

12. Lease Status.

(a) Owner and Master Tenant certify to Lender that neither Owner nor Master Tenant has knowledge of any default on the part of the other under the Master Lease, that the Master Lease is bona fide and contains all of the agreements of the parties thereto with respect to the

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letting of the Property and that all of the agreements and provisions therein contained are in full force and effect.

(b) Master Tenant and Master Subtenant certify to Lender that neither Master Tenant nor Master Subtenant has knowledge of any default on the part of the other under the Master Sublease, that the Master Sublease is bona fide and contains all of the agreements of the parties thereto with respect to the subletting of the Property and that all of the agreements and provisions therein contained are in full force and effect

(c) Master Subtenant and Master Sub-Subtenant certify to Lender that neither Master Subtenant nor Master Sub-Subtenant has knowledge of any default on the part of the other under the Master Sub-Sublease, that the Master Sub-Sublease is bona fide and contains all of the agreements of the parties thereto with respect to the subletting of the Property and that all of the agreements and provisions therein contained are in full force and effect.

13. Master Tenant, Master Subtenant and Master Sub-Subtenant Covenants.

(a) Master Tenant acknowledges that Master Tenant's right to enter into any sublease, or to amend, modify, extend, or terminate any sublease, or to assign, pledge, encumber, or otherwise transfer (in whole or in part) any of its interests under the Master Lease, shall be subject to the limitations, conditions, and requirements applicable thereto as are set forth in the Loan Documents and Master Tenant agrees to bear all costs and expenses associated with seeking any required consent(s) or approval(s) from the holder(s) of the Loan Documents.

(b) Master Subtenant acknowledges that Master Subtenant's right to enter into any sublease, or to amend, modify, extend, or terminate any sublease, or to assign, pledge, encumber, or otherwise transfer (in whole or in part) any of its interests under the Master Sublease, shall be subject to the limitations, conditions, and requirements applicable thereto as are set forth in the Loan Documents and Master Subtenant agrees to bear all costs and expenses associated with seeking any required consent(s) or approval(s) from the holder(s) of the Loan Documents.

(c) Master Sub-Subtenant acknowledges that Master Sub-Subtenant's right to enter into any sublease, or to amend, modify, extend, or terminate any sublease, or to assign, pledge, encumber, or otherwise transfer (in whole or in part) any of its interests under the Master Sub-Sublease, shall be subject to the limitations, conditions, and requirements applicable thereto as are set forth in the Loan Documents and Master Sub-Subtenant agrees to bear all costs and expenses associated with seeking any required consent(s) or approval(s) from the holder(s) of the Loan Documents

(d) Master Tenant shall at all times perform its obligations under the Master Lease in a timely manner, and shall occupy, use, maintain, repair, sublease, and operate the Property and conduct and operate its business in a manner that complies with the Loan Documents. If Master Tenant shall fail to do so and such failure causes or results in a default under the Loan Documents, the same shall constitute a default by Master Tenant under the Master Lease; provided, that Master Tenant shall have received such notice and shall have had at least the same period in which to cure the default under the Loan Documents as afforded to Owner under the Loan Documents; and provided further, that nothing contained herein shall be deemed to obligate

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Master Tenant to pay any principal, interest, prepayment premiums or other amounts in connection with the Loan evidenced by the Loan Documents or any other loans of Owner relating to the Property.

(e) Master Subtenant shall at all times perform its obligations under the Master Sublease in a timely manner, and shall occupy, use, maintain, repair, sublease, and operate the Property and conduct and operate its business in a manner that complies with the Loan Documents; provided however, that nothing contained herein shall be deemed to obligate Master Subtenant to pay any principal, interest, prepayment premiums or other amounts in connection with the Loan evidenced by the Loan Documents or any other loans of Owner relating to the Property.

(f) Master Sub-Subtenant shall at all times perform its obligations under the Master Sub-Sublease in a timely manner, and shall occupy, use, maintain, repair, sublease, and operate the Property and conduct and operate its business in a manner that complies with the Loan Documents; provided however, that nothing contained herein shall be deemed to obligate Master Sub-Subtenant to pay any principal, interest, prepayment premiums or other amounts in connection with the Loan evidenced by the Loan Documents or any other loans of Owner relating to the Property.

(g) Each of Master Tenant, Master Subtenant and Master Sub-Subtenant represents and warrants to Lender as of the date hereof that the representations and warranties set forth in the Loan Documents as they relate to such Master Tenant, Master Subtenant or Master Sub-Subtenant, as applicable, each of which is incorporated herein by reference, are true and correct in all material respects, except for representations and warranties that are qualified as to "materiality", "Material Adverse Effect" or similar language, in which case such representations and warranties shall be true and correct (after giving effect to any such qualification therein) in all respects as of such date, in each case unless expressly stated to relate to a specific earlier date, in which case such representations and warranties shall be true and correct in all material respects as of such earlier date, and Lender shall be entitled to rely on each of such representations and warranties as if they were fully set forth herein, provided that each such reference in each such representation and warranty to Owner's knowledge shall, for the purposes of this Section 13, be deemed to be a reference to such Master Tenant's, Master Subtenant's or Master Sub-Subtenant's knowledge, as applicable.

(h) Master Tenant acknowledges that in connection with the Loan Documents, Owner assigned and pledged the Liens and security interests granted by Master Tenant to Owner pursuant to Section 11.1 of the Master Lease to the Lender as additional security for the Loan. Master Tenant hereby consents to such pledges and assignments.

14. Representation by Lender. The Lender represents to Investor Member that to its knowledge, as of the date hereof it is not an organization described in clauses (1) through (6) of the definition of "Disqualified Owner" as set forth in Exhibit B attached hereto.

15. Waiver and Amendment; Captions; Severability. No provisions of this Agreement shall be deemed waived or amended except by a written instrument unambiguously setting forth the matter waived or amended and signed by the party against which enforcement of

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such waiver or amendment is sought. Waiver of any matter shall not be deemed a waiver of the same or any other matter on any future occasion. Captions are used throughout this Agreement for convenience of reference only and shall not be considered in any manner in the construction or interpretation hereof. The provisions of this Agreement shall be deemed severable. If any part of this Agreement shall be held unenforceable, the remainder shall remain in full force and effect, and such unenforceable provision shall be reformed by such court so as to give maximum legal effect to the intention of the parties as expressed therein.

16. Waiver of Jury Trial and Punitive, Consequential, Special and Indirect Damages. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY AND ALL ISSUES PRESENTED IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY ANY OF THE PARTIES HERETO AGAINST ANY OTHER PARTY HERETO OR ITS RESPECTIVE SUCCESSORS WITH RESPECT TO ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY DOCUMENT CONTEMPLATED HEREIN OR RELATED HERETO. THIS WAIVER BY THE PARTIES HERETO OF ANY RIGHT TO A TRIAL BY JURY HAS BEEN NEGOTIATED AND IS AN ESSENTIAL ASPECT OF THEIR BARGAIN. FURTHERMORE EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT IT MAY HAVE TO SEEK PUNITIVE, CONSEQUENTIAL, SPECIAL AND INDIRECT DAMAGES FROM ANY OTHER PARTY HERETO OR ANY OF THEIR AFFILIATES, OFFICERS, DIRECTORS OR EMPLOYEES OR ANY OF THEIR SUCCESSORS WITH RESPECT TO ANY AND ALL ISSUES PRESENTED IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY ANY OF THE PARTIES AGAINST ANY OF THE OTHER PARTIES HERETO OR ANY OF THEIR AFFILIATES, OFFICERS, DIRECTORS OR EMPLOYEES OR ANY OF THEIR SUCCESSORS WITH RESPECT TO ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY DOCUMENT CONTEMPLATED HEREIN OR RELATED HERETO. THE WAIVER BY EACH PARTY HERETO OF ANY RIGHT IT MAY HAVE TO SEEK PUNITIVE, CONSEQUENTIAL, SPECIAL AND INDIRECT DAMAGES HAS BEEN NEGOTIATED BY THE PARTIES HERETO AND IS AN ESSENTIAL ASPECT OF THEIR BARGAIN.

17. Authority; Successors; Transfer of Loan. All parties hereto covenant and agree that the persons signing on their behalf have full power, authority and authorization to execute this Agreement, without the necessity of any consents, authorizations or approvals, or if such consents, authorizations or approvals are required they have been obtained prior to the execution hereof. All provisions, covenants and agreements contained in this Agreement shall bind, inure to the benefit of, and equally relate to, each party hereto, and its successors and assigns, jointly and severally, including an endorsee, assignee or pledgee of the Note receiving title thereto by or through Lender, or its successors or assigns. Lender may sell, transfer and deliver the Note and assign the Mortgage, this Agreement and the other Loan Documents to one or more purchasers in a Securitization. In connection with such a sale, Lender may retain or assign responsibility for servicing the Loan, including the Note, the Mortgage, this Agreement and the other Loan Documents, or may delegate some or all of such responsibility and/or obligations to a Servicer, including, but not limited to, any subservicer or master servicer, on behalf of the purchasers in a

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Securitization. All references to Lender herein shall refer to and include any such Servicer to the extent applicable.

18. No Other Agreements; Counterparts. This Agreement represents the final agreement between the parties hereto with respect to the subject matter hereof and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

[SIGNATURE PAGES FOLLOW]

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized representatives, all as of the day and year first above written.

MASTER TENANT:

208 S. LASALLE MASTER TENANT LLC,
an Illinois limited liability company

By: 208 S. LASALLE MASTER TENANT
MANAGER, LLC,
an Illinois limited liability company,
its Managing Member

By: Michael W. Reschke
Name: Michael W. Reschke
Title: Manager

STATE OF ILLINOIS

COUNTY OF COOK

§
§
§

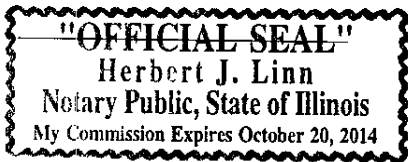
This instrument was ACKNOWLEDGED before me on July 1, 2014, by MICHAEL W. RESCHKE, as Manager of 208 S. LASALLE MASTER TENANT MANAGER, LLC, an Illinois limited liability company, the Managing Member of 208 S. LASALLE MASTER TENANT LLC, an Illinois limited liability company, on behalf of said limited liability company.

[S E A L]

My Commission Expires:

Herbert J. Linn
Notary Public, State of Illinois

Printed Name of Notary Public



[Signatures Continue on Following Page]

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MASTER SUBTENANT:

UST PRIME III OFFICE SUBTENANT, LLC,
a Delaware limited liability company

By: RCP SUBTENANT INTERMEDIARY
HOLDING, LLC,
a Delaware limited liability company,
its Sole Member

By: Michael W. Reschke
Name: Michael W. Reschke
Title: Manager

STATE OF ILLINOIS

§
§
§

COUNTY OF COOK

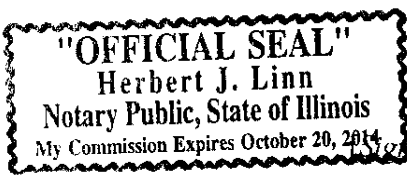
This instrument was ACKNOWLEDGED before me on July 1, 2014, by MICHAEL W. RESCHKE, as Manager of RCP SUBTENANT INTERMEDIARY HOLDING, LLC, a Delaware limited liability company, the Sole Member of UST PRIME III OFFICE SUBTENANT, LLC, a Delaware limited liability company, on behalf of said limited liability company.

[S E A L]

My Commission Expires:

Herbert J. Linn
Notary Public, State of Illinois

Printed Name of Notary Public



Signatures Continue on Following Page]

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MASTER SUB-SUBTENANT:

RCP OFFICE SUB-SUBTENANT, LLC,
a Delaware limited liability company

By: RCP OFFICE SUB-SUBTENANT
INTERMEDIARY HOLDING, LLC,
a Delaware limited liability company,
its Sole Member

By: *Michael W. Reschke*
Name: Michael W. Reschke
Title: Manager

STATE OF ILLINOIS

§
§
§

COUNTY OF COOK

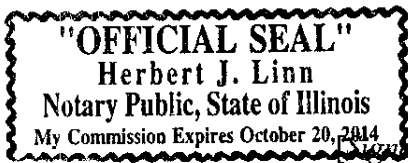
This instrument was ACKNOWLEDGED before me on ~~June~~ ^{July}, 2014, by MICHAEL W. RESCHKE, as Manager of RCP OFFICE SUB-SUBTENANT INTERMEDIARY HOLDING, LLC, a Delaware limited liability company, the Sole Member of RCP OFFICE SUB-SUBTENANT, LLC, a Delaware limited liability company, on behalf of said limited liability company.

[S E A L]

Herbert J. Linn
Notary Public, State of Illinois

My Commission Expires:

Printed Name of Notary Public



Signatures Continue on Following Page]

UNOFFICIAL COPY

OWNER:

UST PRIME III OFFICE OWNER, LLC,
a Delaware limited liability company

By: RCP OFFICE OWNER HOLDING, LLC,
a Delaware limited liability company,
its Sole Member

By: Michael W. Reschke
Name: Michael W. Reschke
Title: Manager

STATE OF ILLINOIS

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§
§

COUNTY OF COOK

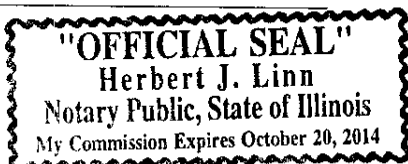
This instrument was ACKNOWLEDGED before me on July, 2014, by MICHAEL W. RESCHKE, as Manager of RCP OFFICE OWNER HOLDING, LLC, a Delaware limited liability company, the Sole Member of UST PRIME III OFFICE OWNER, LLC, a Delaware limited liability company, on behalf of said limited liability company.

[SEAL]

Herbert J. Linn
Notary Public, State of Illinois

My Commission Expires:

Printed Name of Notary Public



[Signatures Continue on Following Page]

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LENDER:

GOLDMAN SACHS BANK USA
a New York State-Chartered Bank

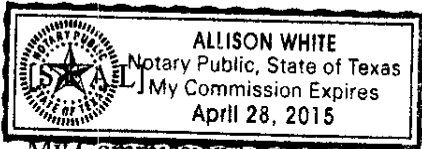
By: [Signature]
Name: James Abbee
Title: Authorized Signatory

STATE OF TEXAS

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COUNTY OF DALLAS

This instrument was ACKNOWLEDGED before me on June 26 2014, by James Abbee, as Authorized Signatory of GOLDMAN SACHS BANK USA, a New York State-Chartered Bank, on behalf of said State-Chartered Bank.



My Commission Expires:

April 28, 2015

[Signature]
Notary Public, State of Texas

Allison White
Printed Name of Notary Public

[Signatures Continue on Following Page]

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MASTER TENANT MANAGING MEMBER:

**208 S. LASALLE MASTER TENANT
MANAGER, LLC,**
an Illinois limited liability company

By: Michael W. Reschke
Name: Michael W. Reschke
Title: Manager

STATE OF ILLINOIS

§
§
§

COUNTY OF COOK

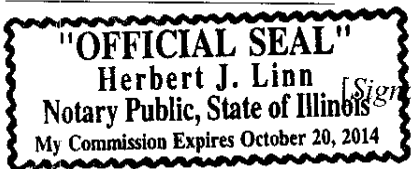
This instrument was ACKNOWLEDGED before me on ~~June~~ ^{July 1}, 2014, by MICHAEL W. RESCHKE, as Manager of 208 S. LASALLE MASTER TENANT MANAGER, LLC, an Illinois limited liability company, on behalf of said limited liability company.

[SEAL]

Herbert J. Linn
Notary Public, State of Illinois

My Commission Expires:

Printed Name of Notary Public



[Signatures Continue on Following Page]

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Exhibit A

The Property

PARCEL 1:

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, 288.50 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 NORTHWEST CORNER OF SAID TRACT; THENCE SOUTH 89 DEGREES 45 MINUTES 44 SECONDS EAST, 35.34 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 2,548 SQ. FT.

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

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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.

CONTAINING 3,121 SQ. FT.

RETAIL PARCEL 3A:

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; THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 9.67 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 32 SECONDS EAST, 21.97 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, 31.78 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 09 SECONDS WEST, 32.75 FEET TO THE SOUTH LINE OF SAID TRACT; THENCE SOUTH 89 DEGREES 46 MINUTES 50 SECONDS EAST, 99.16 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 4,547 SQ. FT.

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OFFICE PARCEL 1A:

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, 10.1 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 59 SECONDS EAST, 0.62 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 6.97 FEET; THENCE SOUTH 00 DEGREES 14 MINUTES 16 SECONDS WEST, 42.26 FEET; THENCE SOUTH 89 DEGREES 45 MINUTES 44 SECONDS EAST, 49.58 FEET TO THE EAST LINE OF SAID TRACT; THENCE NORTH 00 DEGREES 04 MINUTES 44 SECONDS WEST, 13.47 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 1,207 SQ. FT.

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.

CONTAINING 228 SQ. FT. PER FLOOR.

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OFFICE PARCEL 4A:

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 +239.12 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +176.68 FEET ABOVE CHICAGO CITY DATUM, (EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS:

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 +239.12 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +176.68 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 17 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.

CONTAINING 53,501 SQ. FT. PER FLOOR.

PARCEL 2:

NON-EXCLUSIVE 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, AS AMENDED BY FIRST AMENDMENT RECORDED JULY 30, 2012 AS DOCUMENT 1221210136 AND FURTHER AMENDED AND RELOCATED BY SECOND AMENDMENT RECORDED APRIL 16, 2014 AS DOCUMENT 1410616039.

PARCEL 3:

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS CREATED AND DESCRIBED IN SECTIONS 3.2, 4.2 AND 5.2 OF THAT CERTAIN 208 SOUTH LASALLE, CHICAGO ILLINOIS AMENDED AND RESTATED RECIPROCAL EASEMENT AND

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OPERATING AGREEMENT BY AND BETWEEN UST PRIME III OFFICE OWNER, LLC,
UST PRIME III HOTEL OWNER, L.P. AND RCP HOTEL OWNER, LLC RECORDED AS
DOCUMENT 1418916002, COOK COUNTY, ILLINOIS.

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Exhibit B

Agreed Sale Procedure

Subsequent Transfer of Property to a "Disqualified Owner". Following the Transfer of the Property, Transferee agrees to consult with Investor Member in any subsequent sale or transfer of the Property which is expected to close before the expiration of the Purchase Agreement. Transferee shall have no restrictions on sale or transfer; however, Transferee will act in good faith to consult and cooperate with Investor Member to reduce the risk that such sale or transfer would be to a "Disqualified Owner" as such term is defined below. Transferee shall have no obligation to cooperate with Investor Member if such cooperation would impose a cost or economic hardship upon Transferee unless Investor Member and Chevron Corporation agree to indemnify Transferee on terms and conditions acceptable to Transferee in its sole discretion.

A "Disqualified Owner" means:

- (1) a tax-exempt organization described in Section 50(b)(3) of the Internal Revenue Code unless the Property is used by such organization predominantly in an unrelated trade or business the income of which is subject to tax under Section 511 of the Internal Revenue Code;
- (2) the United States, any State or political subdivision thereof; any possession of the United States, or any agency or instrumentality of any of the foregoing;
- (3) a foreign person or entity (as defined in Section 168(h)(2)(C) of the Internal Revenue Code) unless more than 50 percent of the gross income derived by the foreign person or entity is subject to U.S. tax or included under Section 951 of the Internal Revenue Code in the gross income of a United States shareholder for the taxable year with or within which ends the taxable year of the controlled foreign corporation in which such income was derived;
- (4) a mutual savings bank, cooperative bank, or domestic building and loan association to which Section 593 of the Internal Revenue Code applies;
- (5) a regulated investment company or real estate investment trust subject to taxation under subchapter M, Chapter 1 of the Internal Revenue Code (but not including a "taxable REIT subsidiary," as defined in Section 856(1) of the Internal Revenue Code; or
- (6) a cooperative organization described in Section 1381(a) of the Internal Revenue Code.

If Transferee desires to sell the Property to a "Disqualified Owner," then it shall notify Investor Member which shall have five (5) business days to request Transferee to sell the Property to a purchaser that is not a Disqualified Owner (referred to as an alternate buyer) and if no such request is made by Investor Member, Transferee is free to proceed to accept the offer it has chosen. Investor Member may only make the request referenced in the preceding sentence if (a) such alternate buyer is creditworthy and can reasonably demonstrate the sources of debt and/or equity in an amount sufficient to close the transaction in the same time frame as the scheduled closing to the Disqualified Owner, (b) the earnest money deposit is no less than 5.0% of the purchase price, (c) in the event of a default under the applicable purchase agreement, the

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alternate buyer agrees to grant seller the remedy of specific performance, and (d) Investor Member and Chevron Corporation jointly and severally agree to pay Transferee an amount equal to the difference between (i) the purchase price offered by the buyer Transferee wants to proceed with in connection with the sale of the Property, less usual and customary prorations and closing costs, and (ii) the amount Transferee actually receives as a result of pursuing the sale with the alternate buyer, it being agreed that such amount received could be zero if the sale to the alternate buyer does not close. If the sale to the alternate buyer does not close, and Investor Member pays the full amount it is required to pay pursuant to the above clause (d), it shall be entitled to receive a conveyance of the Property on the terms set forth in the sale contract, and an assignment of the seller's interest under such contract so that it can pursue remedies against the defaulted alternate buyer.