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METROPOLITAN RIGHT OF FIRST REFUSAL AGREEMENT

THIS AGREEMENT is made and entered into this 10th day of September, 1987 by and between Digital Equipment Corporation, a Massachusetts corporation ("Grantor") with its principal offices at 146 Main Street, Maynard, Massachusetts 01754-1418, and Metropolitan Life Insurance Company, a New York corporation ("Grantee") with offices at One Madison Avenue, New York, New York 10010.

WITNESSETH:

WHEREAS, Grantor and Grantee entered into that certain Purchase Agreement dated of even date herewith (the "Purchase Agreement") whereby Grantor agreed to purchase and Grantee agreed to sell that certain real estate located in Cook County, Illinois consisting of three (3) parcels, the first parcel being legally described in Exhibit A attached hereto and made a part hereof ("Parcel I"), the second parcel being legally described in Exhibit B attached hereto and made a part hereof ("Parcel II"), and the third parcel being legally described in Exhibit C attached hereto and made a part hereof ("Parcel III") (Parcel I, Parcel II, and Parcel III are sometimes hereinafter referred to

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as the "Property"), together with all of the buildings and improvements located on the Property, including the 100 Northwest Point Office Building (hereinafter referred to as the "Improvements") (the Property and Improvements are sometimes collectively referred to as the "Project");

WHEREAS, as a condition to Grantee's obligation to sell the Project to Grantor, Grantor agreed to grant to Grantee a right of first refusal upon the sale of the Project, or any portion thereof, which right is in addition to and not in limitation of the rights of Grantee to repurchase Parcel III pursuant to an Indenture between Grantor and Grantee of even date herewith, the terms and provisions of which continue to govern the sale by Grantor of said Parcel III.

NOW, THEREFORE, in consideration of the execution of the Contract, the premises, covenants, conditions and agreements as herein contained, Ten and No/100 Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Right of First Refusal for a Purchase.

A. In the event that Grantor shall enter into a bona fide contract for the sale of the Project or any portion thereof or shall receive a bona fide written offer for the purchase of the Project, or any portion thereof, that it intends to accept (Grantor hereby agreeing that any such contract shall state that it is subject to Grantee's right of first refusal granted

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hereunder) ("Real Estate Offer") from a third party ("Third Party") not affiliated in whole or in part with Grantor, then Grantor shall deliver to Grantee an executed copy of the Real Estate Offer, accompanied by all such information as was theretofore provided by Grantor to the Third Party relating to the Project. The portion of the Project which is the subject of the Real Estate Offer is herein called the Offered Property. The delivery by Grantor to Grantee of the Real Estate Offer shall constitute an offer by the Grantor to sell the Offered Property to the Grantee on the terms set forth in the Real Estate Offer.

Grantee shall then have the first right and option to purchase the Offered Property (or to cause the same to be purchased by the designee or designees, corporate or otherwise, of Grantee) upon the same terms and conditions as are stated in the Real Estate Offer, such option to be exercised by Grantee within the ten (10) business day period (the "Offer Period") following receipt by Grantee of the Real Estate Offer.

B. In the event that on or before the last day of the Offer Period, the Grantee does not elect to purchase the Offered Property as aforesaid, then the Grantor may sell the Offered Property on terms and conditions not more favorable in any material respect to the Third Party than those set forth in the Real Estate Offer, but not otherwise. If the proposed sale is not completed upon the terms and conditions contained in the Real Estate Offer, and within the time period (with such extensions of time for closing not to exceed sixty (60) days as the parties to

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the Real Estate Offer agree to) specified therein, or if the proposed sale is to be completed on terms and conditions more favorable in any material respect to the Third Party, then the rights of the Grantee under this Agreement shall be fully restored and reinstated as if such Real Estate Offer had never been made. Upon written notice to Grantee of the closing of the sale of the Offered Property to the Third Party within the time period stated herein, such notice to include a statement certifying that the sale was completed on the same terms and conditions as in the Real Estate Offer, or if otherwise, setting forth wherein the terms and conditions differed, the right of first refusal to purchase herein as to the Offered Property, but not the balance of the Project, if any, shall terminate and without further action of the parties hereto this Agreement and all rights and obligations of the parties hereunder shall terminate as to the Offered Property only and be of no further force and effect and shall automatically be deemed released of record from the Offered Property.

C. In the event that on or before the last day of the Offer Period the Grantee elects to purchase the Offered Property, the time and place for closing such transaction (which shall, in any event, be within the time period specified in the Real Estate Offer) shall be established by the Grantee in a notice given at least twenty (20) days in advance of such closing date to the Grantor. In the event that the Grantee elects to purchase the Offered Property and fails for any reason (other than the

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default of the Grantor) to close such transaction in accordance herewith, then the Grantee shall be deemed in default hereunder, and without limitation of any other rights or remedies of Grantor hereunder, or at law or in equity (but subject nevertheless to general legal principles as to mitigation of damages), (i) all rights of Grantee and obligations of Grantor under this Agreement with respect to the Offered Property shall, without further action of the parties hereto, automatically terminate and this Agreement shall be deemed released of record and (ii) Grantor shall have the right to sell the Offered Property to any other party, on whatever terms and conditions Grantor determines, free and clear of all rights of Grantee hereunder. In the event Grantee elects to purchase the Offered Property and Grantor fails for any reason (other than the default of Grantee) to close such transaction in accordance herewith, then Grantee shall have all rights or remedies available at law or in equity, including, without limitation, specific performance (but subject nevertheless to general principles as to mitigation of damages). In connection with any closing under this subparagraph C, Grantor shall, in any event, deliver to Grantee an assignment of all of its right, title and interest in and under paragraphs 9, 10, 11, 14 and 15 of the Annexation Agreement made by and between LaSalle National Bank as trustee under Trust Agreement dated March 15, 1980 and known as Trust Number 102000 and the Village of Elk Grove Village and recorded May 1, 1981 as Document 255857110 as it relates to the Offered Property.

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2. Notice.

Subject to the right of any party to designate a different address for itself by notice similarly given, any notice or demand which any party hereto is required or may desire to give or deliver to or make upon the other party shall be in writing and delivered or given or made by United States, postage prepaid registered or certified mail, return receipt requested, or by commercial overnight carrier, addressed as follows:

To Grantee:

Digital Equipment Corporation
11 Powdermill Road
Maynard, Massachusetts 01754-1418
Attention: Manager, Corporate
Real Estate Department

with a copy to the same address

Attention: General Counsel

To Grantor:

Metropolitan Life Insurance Company
One Madison Avenue
New York, New York 10010
Attention: Senior Vice President
Real Estate Investments

with a copy to:

Metropolitan Life Insurance Company
201 Spring Road, Suite 300
Oak Brook, Illinois 60521
Attention: Vice President
Real Estate Investments

Any notice or demand so given, delivered or made by United States mail shall be deemed to have been given, delivered or made on the third (3rd) business day after the same is deposited in

the United States mail as registered or certified mail, return receipt requested, addressed as above provided, with postage thereon fully prepaid. Any such notice, demand or document so given, delivered or made by commercial overnight carrier shall be deemed to be given, delivered or made on the next business day after delivery of the same to the commercial carrier.

3. Separability.

If any one or more of the provisions of this Agreement shall for any reason be held to be inapplicable, invalid, illegal or unenforceable in any respect, such inapplicability, invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if the inapplicable, invalid, illegal or unenforceable provision had never been contained herein.

4. Rule against Perpetuities.

If and to the extent that any of the covenants would otherwise be unlawful or void for violation of (a) the rule against perpetuities, (b) the rule restricting restraints on alienation, or (c) any other applicable statute or common law rule analogous thereto or otherwise imposing limitations upon the time for which such covenants may be valid, then the provision concerned shall continue and endure only after the expiration of a period of twenty-one (21) years after the death of the last to survive of the class of persons consisting of all of the lawful descendants of Elizabeth II, Queen of England, living at the date of this Agreement.

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5. Binding on Successors and Assigns.

This Agreement shall be binding upon the parties, their heirs, legal representatives, successors and assigns.

6. Run with the Land.

It is intended that the agreements and covenants set forth in this Agreement shall be construed as covenants and not as conditions and to the fullest extent legally possible all covenants shall run with the land, except to the extent the rights with respect thereto are automatically released as provided herein.

IN WITNESS THEREOF, the parties have executed this Agreement as of the date first above written.

GRANTOR:

Digital Equipment Corporation,
a Massachusetts corporation

By: Richard Hamu

Its MOB CORP REAL ESTATE ACQUISITION

GRANTEE:

Metropolitan Life Insurance
Company, a New York corporation

By: William A. [Signature]

Its VICE PRESIDENT

9-4-77
W
9-9-77

This instrument prepared by:

Frank L. Winter, 200 E. Randolph Drive, Suite 5900, Chicago, IL 60601

Return to Box 289

HW

COMMONWEALTH OF MASSACHUSETTS)
) SS.
COUNTY OF Middlesex)

I, Cheryl A. Mole, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Neal D. Hanson personally known to me to be the Mgr. Corp. Real Estate of Digital Equipment Corporation, a Head Office Massachusetts corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Mgr. Corp. Real Estate of said corporation, he signed and delivered the said instrument, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of said corporation as his free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 10th day of September, 1987.

Cheryl A. Mole
Notary Public

My Commission Expires:

10/8/93

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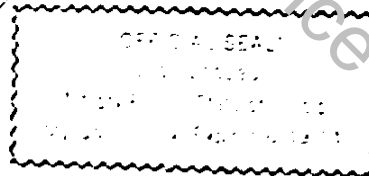
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, JOAN KESSALL, a notary public in and for said County, in the State _____ aforesaid, DO HEREBY CERTIFY that WILLIAM J. BORNHOFF personally known to me to be the VICE-PRESIDENT of Metropolitan Life Insurance Company, a New York corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such VICE-PRESIDENT of said corporation, he signed and delivered the said instrument, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of said corporation as his free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 10th day of September, 1987.

Joan Kessall
Notary Public

My Commission Expires:



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EXHIBIT A

Legal Description

PARCEL I

Lot 5 in The Park At Northwest Point, being a subdivision of parts of Section 15, 16, 21 and 22, all in Township 41 North, Range 11 East of the Third Principal Meridian, in accordance with the plat of subdivision thereof recorded August 5, 1987 as Document No. 87433382, in Cook County, Illinois.

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EXHIBIT B

Legal Description

PARCEL II

Lot 6 in The Park At Northwest Point, being a subdivision of parts of Section 15, 16, 21 and 22, all in Township 41 North, Range 11 East of the Third Principal Meridian, in accordance with the Plat of subdivision thereof recorded August 5, 1987 as Document No. 87433382, in Cook County, Illinois.

Property of Cook County Clerk's Office

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EXHIBIT C

Legal Description

PARCEL III

Lot 9 in The Park At Northwest Point, being a subdivision of parts of Sections 15, 16, 21 and 22, all in Township 41 North, Range 11 East of the Third Principal Meridian, in accordance with the plat of subdivision thereof recorded August 5, 1987 as Document No. 87433382, in Cook County, Illinois.

Address: 100 Northwest Point, Elk Grove Village

PERMANENT REAL ESTATE INDEX NUMBERS:

08-21-202-067-0000;
08-21-202-068-0000;
08-21-202-069-0000;
08-21-202-070-0000;
08-22-100-008-0000;
08-22-100-009-0000;
08-22-100-010-0000. *AD*

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