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RIGHT OF FIRST OFFER AGREEMENT

This Agreement is made and entered into this 13th day of July, 1990, by and between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee under Trust Agreement dated May 21, 1984 and known as Trust #61066 ("Grantor") and SANTA FE PACIFIC CORP., a Delaware corporation ("Grantee").

W I T N E S S E T H:

WHEREAS, Grantor, as Trustee aforesaid, is the legal titleholder of that certain building commonly known as One Century Centre, 1750 East Golf Road, Schaumburg, Illinois 60173 (which, together with the land parcel on which it is constructed and all appurtenances thereto are referred to herein as the "Building") which is legally described on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Grantee has entered into a Lease by and between Grantee and American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated January 13, 1986 and known as Trust No. 66456 ("Lease"), for certain office space, as described in the Lease (the "Leased Premises") in a building, located adjacent to the Building, commonly known as Two Century Centre, 1700 East Golf Road, Schaumburg, Illinois 60173, for a lease term of ten (10) years, subject to extensions provided in such Lease; and

WHEREAS, Grantee deems it desirable to have certain rights of first offer for a portion of the Building; and

WHEREAS, Grantor deems it desirable to have a known, identifiable proposed tenant for a portion of the building; and

WHEREAS, Grantor desires to grant and Grantee desires to accept a right of first offer to lease the portions of the Building (the "I Century ROFO Space") as set forth on Exhibit "B" attached hereto and made a part hereof, on such terms and conditions as set forth below.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Right of First Offering. If Grantor intends to offer for lease all or any portion of the I Century ROFO Space to a bona fide prospective tenant, Grantor shall first notify Grantee in writing of such intention ("Grantor's Notice"). Grantee shall have the right to lease the I Century ROFO Space identified in Grantor's Notice on the same terms as such I Century ROFO Space will be offered to the prospective tenant(s) by delivering to Grantor not later than twenty (20) days after receipt of Grantor's Notice, written notice of Grantee's irrevocable and unconditional election to exercise its right to lease such I Century ROFO Space on the terms described in Grantor's Notice.

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Grantor's Notice will include a statement of the exact size and configuration of the I Century ROFO Space, the date of availability of the I Century ROFO Space, the term, monthly base rent, adjustments, any escalation of monthly base rent and any allowances and other concessions applicable to the I Century ROFO Space. If Grantee exercises its right to lease the I Century ROFO Space, Grantee shall be obligated to lease all of the I Century ROFO Space being offered by Grantor, and Grantee shall execute within thirty (30) days after delivery thereof by Grantor, a lease of such I Century ROFO Space and a work letter in substantially the same form as the Lease and the Work Letter attached to the Lease, modified to incorporate the terms contained in Grantor's Notice and to exclude all terms or provisions contained in the Lease which are inapplicable to the lease for the I Century ROFO Space. Grantee's obligation to pay monthly base rent for such I Century ROFO Space leased by Grantee shall not commence until the earlier of (i) the date that the I Century ROFO Space is substantially complete pursuant to the terms of the work letter executed by Grantee if Grantor has agreed to perform any remodeling or other improvement work in the I Century ROFO Space, or (ii) Grantor delivers possession of the I Century ROFO Space if Grantor has not agreed to perform any remodeling or improvement work in the I Century ROFO Space. Grantee's failure to timely deliver notice of the exercise of its right to lease the I Century ROFO Space described in Grantor's Notice or Grantee's failure to execute and deliver to Grantor such lease within said thirty (30) day period shall be deemed to be a permanent waiver of Grantee's right of first offering with respect to such I Century ROFO Space described in such Grantor's Notice.

2. Termination of Agreement. This Agreement and Grantee's right of first offering shall terminate immediately without need of further action by the parties upon (i) the expiration of the Lease, or any extension thereof, (ii) the earlier termination of the Lease pursuant to the terms thereof, or (iii) Tenant's assignment of the Lease or sublease of more than 25% of the rentable area of the Leased Premises.

3. Execution of Additional Documents. The parties hereto agree to execute any and all instruments and documents which may be reasonably necessary to effectuate and accomplish the terms contained herein.

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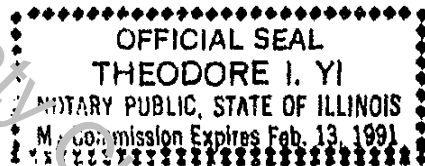
STATE OF Illinois)
) SS.
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Robert Hughes, personally known to me to be the Chairman President of Santa Fe Pacific Corp., a Delaware corporation, and F.C. Pierce, personally known to me to be the Corp. Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Chairman President and Corp. Secretary, they signed, sealed and delivered the said instrument as Chairman President and Corp. Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 3rd day of July, 1990.

[Signature]
Notary Public

My Commission Expires:



Prepared by: _____

Terence J. Venezia
McDermott, Will & Emery
227 West Monroe Street
Chicago, Illinois 60606

Return to:
Box 416
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EXHIBIT "A"

Legal Description

LEGAL DESCRIPTION: Lots 2 and 4 in Century Centre Subdivision, being a Subdivision of part of the Southeast Quarter of Section 12, Township 41 North, Range 10, East of the Third Principal Meridian, Cook County, Illinois, recorded November 14, 1984 as Document No. 27,336,946

P.I.N.: 07-12-400-005

STREET ADDRESS: 1750 East Golf Road,
Schaumburg, Illinois

DEPT-01 RECORDING \$18.00
T43333 TRAN 2985 07/26/90 11:53:00
#0012 C *-90-360452
COOK COUNTY RECORDER

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6-11-10 11:10

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EXHIBIT "B"

I Century ROFO Space

1. 10,351 rentable square feet of space on floor 4 subject to lease by CTL.
2. 40,846 rentable square feet of space on floors 5 and 6 subject to lease by NEC.
3. 40,846 rentable square feet of space on floors 7 and 8 subject to lease by J.C. Penneys.

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11/11/2011