

PRUDENTIAL NON-DISTURBANCE AGREEMENT

(Skidmore, Owings & Merrill)

RECORDING REQUESTED BY AND WHEN RECORDED,
MAIL TO:

The Prudential Insurance Company of America
2029 Century Park East, Suite 3700
Los Angeles, California 90067
Attention: Regional Counsel
#7502465

DEPT-01 RECORDING \$33.50
T#3333 TRAN 3682 09/10/92 10:22:00
#9122 * -92-470744
COOK COUNTY RECORDER

PRUDENTIAL NON-DISTURBANCE AGREEMENT

THIS AGREEMENT is entered into as of January 31, 1992, by and among SKIDMORE, OWINGS & MERRILL, an Illinois general partnership ("Tenant"), and CATELLUS DEVELOPMENT CORPORATION, a Delaware corporation, formerly known as Santa Fe Pacific Realty Corporation ("Borrower"), and THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of New Jersey ("Lender").

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R E C I T A L S

A. Tenant is the lessee and Borrower is the current lessor under that certain lease dated December 31, 1991 by and between CATELLUS DEVELOPMENT CORPORATION, a Delaware corporation, as the sole beneficiary of American National Bank & Trust Company of Chicago, Trust No. 55109 as Landlord, and Tenant, as tenant, (said lease hereinafter referred to as the "Lease") demising certain premises more particularly described in the Lease.

B. Lender has made a Loan to Borrower (the "Loan") evidenced by notes secured by a deeds of trust in the aggregate face amount of FOUR HUNDRED MILLION AND NO/100THS DOLLARS (\$400,000,000.00) (the "Notes") and secured by, among other things, a certain Deed of Trust dated December 17, 1988, and recorded with the Recorder of Deeds, Cook County, State of Illinois, for the benefit of Lender (the "Deed of Trust") which will encumber Borrower's interest in certain real property located in Cook County, Illinois and more particularly described in Exhibit A attached hereto and incorporated herein by reference thereto (the "Property"). The Property includes the Premises covered by the Lease.

C. Tenant has requested certain assurances from Lender respecting its use and occupancy of its premises in the event of foreclosure of the Deed of Trust by Lender.

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AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Tenant, Borrower and Lender hereby agree and covenant as follows:

1. Borrower does hereby absolutely and presently grant, transfer and assign to Lender the Lease and all existing and future rents and other sums payable under the Lease and any separate guarantees of the Lease or any obligations thereunder.

2. Until written demand is made by Lender to Tenant, all rents and other sums payable under the Lease shall be paid to Borrower.

3. Tenant and Borrower agree for the benefit of Lender that:

- (a) Tenant shall not pay and Borrower shall not accept, any rent or additional rent more than one month in advance of the regular rental installment date; and
- (b) Tenant and Borrower will not enter into any agreement for the cancellation, surrender, termination, amendment or modification of the Lease without Lender's prior written consent.

4. Tenant and Lender hereby agree that the Lease and all the provisions of the Lease, are subject and subordinate in all respects to the Deed of Trust and to all renewals, modifications, replacements, substitutions, rearrangements and or extensions thereof.

5. If the interests of Borrower in the Property are acquired by Lender or other party ("Purchaser") by foreclosure deed in lieu of foreclosure or any other method in connection with the enforcement of the Deed of Trust:

- (a) If Tenant shall not then be in default in the payment of rent or other sums due under the Lease or be otherwise in default under the Lease, Lender agrees that the Lease and the possessory rights of Tenant thereunder shall continue in full force and effect and shall not be terminated or disturbed except in accordance with the terms of the Lease or this Agreement;
- (b) Tenant agrees to attorn to Lender (or Purchaser) as its lessor; Tenant shall be bound under all of the terms, covenants and conditions of the Lease for the balance of the terms thereof remaining, including any renewal options which are exercised in accordance with the terms of the Lease;

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- (c) The interests so acquired shall not merge with any other interest of Lender in the Property if such merger would result in the termination of the Lease.

6. If the interests of Borrower in the Property are acquired by Lender (or Purchaser) by foreclosure deed in lieu of foreclosure or any other method, Lender (or Purchaser) shall be bound to Tenant under all of the terms, covenants and conditions of the Lease, and Tenant shall, from and after Lender's (or Purchaser's) acquisition of the interests of Borrower in the Property, have the same remedies against Lender (or Purchaser) for the breach of the Lease Tenant would have had under the Lease against Borrower if Lender (or Purchaser) had not succeeded to the interests of Borrower; provided, however, that Lender (or Purchaser) shall not be:

- (a) liable for any act or omission of any prior landlord (including Borrower); or
- (b) subject to any offsets or defenses which Tenant might have against any prior landlord (including Borrower); or
- (c) bound by any rent or additional rent which Tenant might have paid for more than the current month to any prior landlord (including Borrower); or
- (d) bound by any material amendment or material modification of the Lease made without its consent.

Borrower agrees that it will remain liable to Tenant for all Lease obligations, duties or liabilities which are not expressly assumed by Lender pursuant to this Paragraph 6.

7. This Agreement shall inure to the benefit of and be binding upon the parties hereto, Purchaser, and their respective heirs, successors and assigns. Upon recording the full reconveyance of the Deed of Trust, this Agreement shall become null and void and be of no further effect.

8. Any notice, request, demand instruction or other communication to be given to any party hereunder shall be in writing and shall be delivered by hand, or sent by certified mail, postage prepaid, return receipt requested, as follows:

To Tenant: Skidmore, Owings & Merrill
33 West Monroe
Chicago, Illinois 60602
Attn: Chief Financial Officer

To Borrower: Catellus Development Corporation
201 Mission Street, 30th Floor
San Francisco, California 94105
Attn: Maureen Sullivan, Esq.

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with a copy to:

Catellus Development Corporation
5429 LBJ Freeway, Suite 600
Dallas, Texas 75240-2609
Attn: Kathleen K. Goggan,
Director of Asset Management

To Lender: The Prudential Insurance Company of America
The Prudential Realty Group
2029 Century Park East, Suite 3700
Los Angeles, California 90067
Attention: Regional Counsel

The addresses and addressees for the purpose of this paragraph may be changed by giving written notice of such change in the manner herein provided for giving notice.

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

Tenant: SKIDMORE, OWINGS & MERRILL
an Illinois general partnership

By: *Bernice S. Saylor*
Its Partner

Borrower: CATELLUS DEVELOPMENT CORPORATION
a Delaware corporation

By: *[Signature]*
Its VICE PRES. ASSET MGT.

Lender: THE PRUDENTIAL INSURANCE COMPANY
OF AMERICA

By: *[Signature]* *ML*
Its VICE PRESIDENT

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STATE OF Illinois)
)
) COUNTY OF Cook) SS.

The foregoing instrument was acknowledged before me this 4th day of August, 1992, by Arlene M. DeSmet as Partner of Skidmore, Owings & Merrill, an Illinois general partnership.

Witness my hand and official seal.

My commission expires: September 12, 1993.



Arlene M. DeSmet
Notary Public in and for the
State of Illinois
Printed Name: ARLENE M. DESMET

Address: 5471 N. East River Road
Cicero, IL 60650

93672746

STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

On August 19, 1992, before me, Katherine D. Straughn, Notary Public, personally appeared Thomas Wm. Gille, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Katherine D. Straughn



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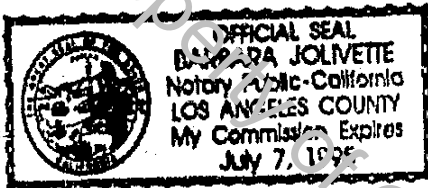
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STATE OF CALIFORNIA)
)
) COUNTY OF LOS ANGELES) SS.

The foregoing instrument was acknowledged before me this 31ST
day of AUGUST 1992, by LOIS SANCHEZ
as VICE PRESIDENT of The Prudential Insurance Company of
American.

Witness my hand and official seal.

My commission expires: _____



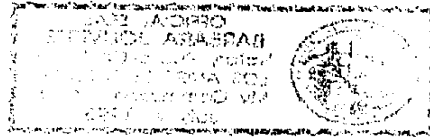
Barbara Jolivet
Notary Public in and for the
State of _____
Printed Name: _____

Address: _____

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EXHIBIT A

THE SOUTH 15 FEET OF LOT 5 AND SUB LOTS 1 AND 2 OF LOT 8
AND ALL OF LOT 9 IN BLOCK 5 IN FRACTIONAL SECTION 15,
ADDITION TO CHICAGO IN THE WEST 1/2 OF THE NORTH WEST 1/4
OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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