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DEPT-01 RECORDING 435.00
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45204 DR *-97-502859
COOK COUNTY RECORDER

AMENDMENT TO
SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AMENDMENT is entered into as of this 12th day of June, 1997 by and among MONSANTO COMPANY, a Delaware corporation ("Tenant"), LASALLE NATIONAL BANK, not individually but solely as Trustee under Trust Agreement dated May 27, 1981 and known as Trust No. 104000 ("Landlord"), and METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation ("Mortgagee") and affects the Property described in Exhibit A attached hereto. Any initially capitalized term used herein and not defined herein shall have the meaning given such term in the Agreement (as defined below). This Amendment is entered into with reference to the following facts.

A. Landlord and Tenant have entered into the Lease covering the Premises in the Property and have entered into a First Lease Amendment dated as of August 31, 1996 (the "First Amendment") and Second Lease Amendment dated as of May 31, 1997 (the "Second Amendment");

B. Whereas, Mortgagee is the holder of a Mortgage which covers the Property of which the Premises form a part;

C. Landlord, Tenant and Mortgagee have entered into a Subordination, Non-Disturbance and Attornment Agreement dated May 7, 1996 and recorded July 17, 1996 with the Cook County Recorder's Office as Document No. 96546031 (the "Agreement");

RETURN AFTER RECORDING TO:
Metropolitan Life Insurance Company
2001 Spring Road, Suite 400
Oak Brook, Illinois 60521
Attn: Associate General Counsel

WILSON & McILVAINE

Box 326

mfc

3500
326

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D. Whereas, the parties desire for Mortgagee to consent to the First Amendment and Second Amendment and to amend the Agreement as herein set forth;

E. Whereas, Mortgagee is willing to so agree on the terms and conditions hereinafter provided.

NOW THEREFORE, in consideration of the mutual covenants contained herein and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows, effective on the date hereof:

1. Consent. Mortgagee hereby consents to the First Amendment and Second Amendment.
2. Definition of "Lease." The term "Lease" as used in the Agreement and as defined in the Schedule of Definitions attached to the Agreement as Exhibit B shall mean that certain lease entered into by and between Landlord and Tenant dated as of February 21, 1996, covering the Premises, as amended by the First Amendment and Second Amendment.
3. No Other Changes. Except as expressly modified hereby, all of the terms, covenants and conditions of the Agreement are hereby ratified and confirmed.
4. Trustee Exculpation. This instrument is executed by LASALLE NATIONAL BANK, not personally but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by LASALLE NATIONAL BANK are undertaken by it solely as Trustee, as aforesaid, and not individually and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against LASALLE NATIONAL BANK by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

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IN WITNESS WHEREOF, the parties have executed this Amendment to Subordination, Non-Disturbance, and Attornment Agreement as of the day and year first above written.

TENANT: MONSANTO COMPANY, a Delaware corporation

By: Nuts Co
Its: President, Nutrition & Consumer Safety

MORTGAGEE: METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation

By: Robert J. Terry
Its: Investment Officer

LANDLORD: LASALLE NATIONAL BANK, not individually but solely as Trustee under Trust Agreement dated May 27, 1981 and known as Trust No. 104000

By: [Signature]
Its: SR. VICE PRESIDENT

THIS INSTRUMENT PREPARED BY:

Marie K. Eitrheim, Esq.
Wilson & McIlvaine
500 West Madison, Suite 3700
Chicago, Illinois 60661

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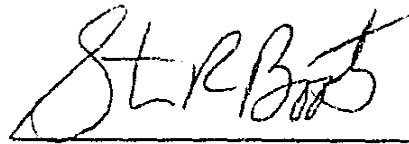
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Notarial Acknowledgment for
Metropolitan Life Insurance Company

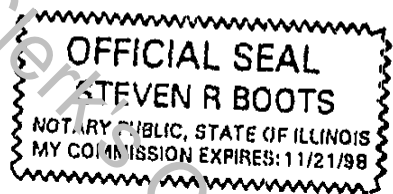
STATE OF ILLINOIS)
) SS.
COUNTY OF DuPAGE)

On June 12, 1997, before me, the undersigned, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared ~~Mark Ross~~ Robert J. Torry, known to me to be the Investment Officer of METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation, the corporation that executed the foregoing instrument and known to me to be the person who executed said instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same pursuant to its By-laws or a resolution of its Board of Directors.

GIVEN under my hand and notarial seal, this 12 day of June, 1997.



Notary Public



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Notarial Acknowledgment for Tenant

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On 6/4, 1997, before me, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT, Nick Rosa, the ~~President, Monsanto Seeds~~ of Monsanto Company, personally know to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own 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 4 day of June, 1997



Muriel Kenig
Notary Public

My Commission Expires:

11/14/99

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Notarial Acknowledgment for Landlord

STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

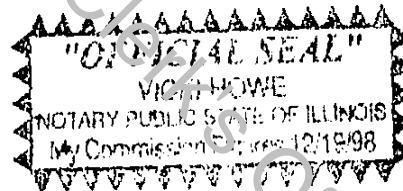
On JUNE 5, 1997 before me, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT JOSEPH W. LANG, Sr. Vice President of LaSalle National Bank, a national banking association, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Sr. Vice President, appeared before me this day in person and acknowledged that he/~~she~~ signed and delivered said instrument as his/~~her~~ own free and voluntary act and as the free and voluntary act of said association, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 5th day of June, 1997

Vicki Howe
 Notary Public

My Commission Expires:

12/19/98



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EXHIBIT A

Legal Description

PARCEL 1:

ALL OF THE LAND, PROPERTY AND SPACE BELOW, AT AND ABOVE THE SURFACE OF THE EARTH IN MARSHALL FIELD AND COMPANY'S AND CHICAGO AND NORTH WESTERN RAILWAY COMPANY'S SUBDIVISION OF BLOCKS 5 AND 6 IN ORIGINAL TOWN OF CHICAGO, ALL IN THE SOUTH HALF OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT LOT 10 IN SAID RESUBDIVISION, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 OF THE RIGHT TO MAINTAIN THE EXISTING PORTIONS OF THE EAST LATERAL APPROACH TO THE FRANKLIN-ORLEANS VIADUCT AS GRANTED BY THE CITY OF CHICAGO BY AGREEMENT DATED JUNE 24, 1974 AND RECORDED JULY 12, 1974 AS DOCUMENT 22781631 OVER AND ACROSS THE SOUTH 16 FEET OF THAT PART OF WEST KINZIE STREET LYING BETWEEN THE WEST LINE OF NORTH WELLS STREET AND THE EAST LINE OF VACATED NORTH FRANKLIN STREET EXTENDED NORTH, LYING NORTH AND ADJOINING LOT 1 OF MARSHALL FIELD & COMPANY AND CHICAGO AND NORTHWESTERN RAILWAY COMPANY RESUBDIVISION OF BLOCKS 5 AND 6 OF THE ORIGINAL TOWN OF CHICAGO IN THE SOUTH 1/2 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS AS GRANTED BY LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 1, 1967 AND KNOWN AS TRUST NUMBER 36223 TO TRUSTEES NAMED ON EXHIBIT A ATTACHED TO SAID INSTRUMENT, BY INSTRUMENT DATED FEBRUARY 15, 1974 AND RECORDED APRIL 24, 1974 AS DOCUMENT 22695490 OVER AND ACROSS THAT PART OF LOT 10 BELOW THE FRANKLIN-ORLEANS STREET VIADUCT STRUCTURE IN MARSHALL FIELD & COMPANY AND CHICAGO AND NORTHWESTERN RAILWAY COMPANY RESUBDIVISION OF BLOCKS 5 AND 6 IN ORIGINAL TOWN OF CHICAGO IN THE

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SOUTH 1/2 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

PERPETUAL RIGHT, PERMISSION AND AUTHORITY TO CONSTRUCT, MAINTAIN, AND USE AN ENCLOSED PASSAGEWAY, NOT MORE THAN THIRTY-TWO AND ONE-HALF (32 1/2) FEET WIDE AND NOT MORE THAN THIRTY-EIGHT (38) FEET IN HEIGHT ABOVE THE FRANKLIN-ORLEANS STREET VIADUCT BETWEEN AN ELEVATION OF PLUS 47.0 CHICAGO CITY DATUM AND PLUS 25.0 CHICAGO CITY DATUM, FOR THE PURPOSE OF CONNECTING THE IMPROVEMENTS LOCATED FROM TIME TO TIME ON THE PROPERTIES LYING EAST AND WEST OF THE FRANKLIN-ORLEANS STREET VIADUCT, TO BE LOCATED IN ACCORDANCE WITH THE TERMS OF THE AGREEMENT BY AND BETWEEN THE CITY OF CHICAGO, A MUNICIPAL CORPORATION OF ILLINOIS, AND LASALLE NATIONAL BANK, NOT INDIVIDUALLY, BUT AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED MARCH 1, 1967 AND KNOWN AS TRUST NO. 36223, DATED JUNE 18, 1974 AND RECORDED ON JUNE 23, 1974 AS DOCUMENT 22 764 367.

P.I.N.'S 17-09-403-001-0000
 17-09-403-002-0000

Address of Property:

The Merchandise Mart
222 Merchandise Mart Plaza
Chicago, Illinois 60654

Cook County Clerk's Office

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