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This document prepared
by and after recording
return to:

Sandra Y. Kellerman
Rudnick & Wolfe
203 N. LaSalle Street
Chicago, IL 60601



**EXHIBIT I - AGREEMENT OF
SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT**

THIS AGREEMENT OF SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT is made as of the 11th day of September, 1999, by and among CATELLUS FINANCE 1, L.L.C. ("Lessor"), ERNST & YOUNG U.S. LLP, a limited liability partnership registered in Delaware ("Lessee"), and LASALLE BANK NATIONAL ASSOCIATION, as trustee for the registered holders of Prudential Mortgage Capital Company I, LLC, Commercial Mortgage Pass-Through Certificates, Series 1998-1 ("Lender").

WITNESSETH:

WHEREAS, Lessor is the owner of a certain tract of land with improvements thereon ("Property"), and said tract is more fully described in Exhibit "A", which is attached hereto and incorporated herein by reference as if fully set forth at this point; and

WHEREAS, under a certain lease ("Lease") dated September 13, 1999, between Lessor and Lessee, Lessor did lease, let and demise a portion of the Property ("Premises") as described in the Lease to Lessee for the period of time and upon the covenants, terms and conditions therein stated; and

WHEREAS, by making a loan, Lender has or is about to become the owner of an indebtedness and holder of a certain Note, secured by a Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing of even date therewith (the "Security Instrument"), to be recorded in the Official Records of Cook County, Illinois, constituting a first lien upon the Property, and secured by an assignment of Lessor's interest in the Lease as more particularly set forth in a certain Assignment of Leases and Rents; and

WHEREAS, Lender desires that the Lease be subordinated to the Security Instrument, and that Lessee agree to attorn to the purchaser at foreclosure of the Security Instrument in the event of such foreclosure or to Lender in the event of collection of the rent by Lender; and

WHEREAS, Lessee is willing to agree to attorn if Lender will recognize Lessee's rights under the Lease.

NOW, THEREFORE, in consideration of the covenants, terms, conditions and agreements herein contained, and in consideration of other good and valuable consideration, each to the other, the sufficiency and receipt of which are hereby acknowledged, the parties hereto agree, covenant and warrant as follows:

1. Subject to the terms hereof, that the terms, covenants, provisions and conditions of the Lease and the rights of the Lessee thereunder, including, but not limited to, Lessee's options under sections 31, 32, 33 and 35 of the Lease, are and will continue to be subordinate to the Security Instrument, and the lien thereof, and to any renewal, substitution, extension or replacement thereof.

2. So long as (i) Lessee is not in default (beyond any notice and cure period given Lessee to cure such default) in the payment of rent or additional rent or in the performance or observance of any of the other terms, covenants, provisions or conditions of the Lease on Lessee's part to be performed or observed, and (ii) the Lease is in full force and effect: (a) Lessee's possession of the Premises and Lessee's rights and privileges under the Lease, or any extensions or renewals thereof which may be affected in accordance with any option therefor which is contained in the Lease, shall not be diminished or interfered with by Lender or any Successor-Lessor as defined in Section 3(B) below, and Lessee's occupancy of the Premises shall not be disturbed by Lender or any Successor-Lessor for any reason whatsoever during the term of the Lease or any such extensions or renewals thereof and (b) Lender will not join Lessee as a party defendant in any action or proceeding to foreclose the Security Instrument or to enforce any rights or remedies of Lender under the Security Instrument which would cut-off, destroy, terminate or extinguish the Lease or Lessee's interest and estate under the Lease.

1. (A) After notice is given by Lender that the Security Instrument is in default and that the rentals under the Lease should be paid to Lender, Lessee will attorn to Lender and pay to Lender, or pay in accordance with the directions of Lender, all rentals and other monies due and to become due to Lessor under the Lease or otherwise in respect of the Premises consistent with applicable law subject to any offset and abatement rights expressly set forth in the Lease.

(1) In addition, if Lender (or its nominee or designee) shall succeed to the rights of Lessor under the Lease through possession or foreclosure action, delivery of a deed or otherwise, or another person purchases the Premises upon foreclosure (or following

foreclosure if such purchase is in connection with the overall foreclosure transaction) of the Security Instrument, Lessee shall attorn to Lender (or its nominee or designee) or such purchaser (Lender, its nominees and designees, and such purchaser, each being a "Successor-Lessor"), and recognize Successor-Lessor as Lessee's landlord under the Lease. Such attornment shall be effective and self-operative without the execution of any further instrument; however, at the request of Successor-Lessor, Lessee shall promptly execute and deliver any instrument that Successor-Lessor may reasonably request consistent with this Agreement to further evidence such attornment. Upon such attornment, the Lease shall continue in full force and effect as, or as if it were, a direct lease between Successor-Lessor and Lessee upon all terms, conditions and covenants as are set forth in the Lease, except that Successor-Lessor shall not:

(1) be liable for any previous act or omission of Lessor under the Lease, except to the extent Successor-Lessor continues such act or omission;

(2) be subject to any off-set, defense or counterclaim which shall have theretofore accrued to Lessee against Lessor, except as may be expressly permitted under the Lease;

(3) be bound by any material modification or amendment to the Lease or by any previous prepayment of rent or additional rent for more than one (1) month which Lessee might have paid to Lessor, unless such modification or amendment shall have been expressly approved in writing by Lender or such prepayment is expressly provided for in the Lease or shall have been expressly approved in writing by Lender; and

(4) be liable for any security deposited under the Lease unless such security has been physically delivered to Lender.

(2) Lessee reserves and is not hereby waiving any right to proceed against Lessor for any rights it may have, if any, with respect to any environmental/hazardous materials indemnity and/or reimbursement claims which Lessee may have against Lessor under the Lease.

3. Lessee shall promptly notify Lender of any default by Lessor under the Lease. In the event of a default by Lessor under the Lease which would give Lessee the right, immediately or after the lapse of a period of time, to cancel or terminate the Lease or to claim a partial or total eviction, Lessee shall not exercise such right (i) until Lessee has given written notice of such default, act or omission to Lender and (ii) unless Lender has failed, within thirty (30) days after Lender receives such notice, to cure or remedy the default, act or omission or, if such default, act or omission shall be one which is not reasonably capable of being remedied by Lender within such thirty (30) day period, until a reasonable period for remedying such default, act or omission shall have elapsed

following the giving of such notice and following the time when Lender shall have become entitled under the Security Instrument to remedy the same (which reasonable period shall in no event be less than the period to which Lessor would be entitled under the Lease or otherwise, after similar notice, to effect such remedy), provided that Lender shall with due diligence give Lessee written notice of its intention to and shall commence and continue to, remedy such default, act or omission. If Lender cannot reasonably remedy a default, act or omission of Lessor until after Lender obtains possession of the Premises, Lessee may not terminate or cancel the Lease or claim a partial or total eviction by reason of such default, act or omission until the expiration of a reasonable period necessary for the remedy after Lender secures possession of the Premises.

4. Except as specifically provided in this Agreement and the Lease, Lender shall not, by virtue of this Agreement, the Security Instrument or any other instrument to which Lender may be a party, be or become subject to any liability or obligation to Lessee under the Lease or otherwise.

5. All notices, demands, requests and other communications made hereunder shall be in writing and shall be properly given and deemed delivered on the date of delivery if sent by personal delivery or nationally recognized overnight courier and on the third business day following mailing if sent by certified or registered mail, postage prepaid, return receipt requested, as follows:

If to Lender: Servicer
c/o Prudential Mortgage Capital Company
Attn: Vice President, Customer Service, #6102411
Two Pavinia Drive, Suite 1400
Atlanta, Georgia 30346

If to Lessee: Ernst & Young U.S. LLP
224 South Michigan Ave., 17th Floor
Chicago, Illinois 60604
Attention: Managing Partner

With a copy of any notice of default to: Ernst & Young U.S. LLP
787 Seventh Avenue
New York, New York 10019
Attention: General Counsel

Ernst & Young U.S. LLP
1300 Huntington Building
925 Euclid Avenue
Cleveland, Ohio 44115-1405
Attention: National Lease Administration

If to Landlord: Catellus Finance 1, L.L.C.
U.S. Equities Realty, Inc.
Office of the Building
224 South Michigan Avenue
Chicago, Illinois 60604

with a copy to: Catellus Development Corporation
165 South Union Boulevard
Suite 852
Lakewood, Colorado 80228
Attn: Wayne Barrett

with a copy to: Rudnick & Wolfe
203 North LaSalle Street
Suite 1800
Chicago, Illinois 60601
Attention: Sandra Y. Kellman, Esq.

6. The agreements herein contained shall bind and inure to the benefit of the successors and assigns in interest of the parties hereto and, without limiting such, the agreement of the Lender shall specifically be binding upon any purchaser of the Property at a sale foreclosing the Security Instrument.

7. This Agreement may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more additional signature pages.

8. Notwithstanding any other provision contained in this Agreement to the contrary, Lender shall look only to the assets of Lessee for the satisfaction of any liability of Lessee under this Agreement and the Lease, it being expressly understood and agreed that any partner, officer, director, shareholder, employee or agent of Lessee as an individual shall not be held personally liable for such obligations and Lender shall not pursue satisfaction of any judgment against Lessee against the assets of any individual partner, officer, director, shareholder, employee or agent of Lessee.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and delivered in their respective names and on their behalf, and if a corporation, by its officers duly authorized, on the day and year first above written.

	<p>LESSEE:</p> <p>ERNST & YOUNG U.S. LLP, a limited liability partnership registered in Delaware</p> <p>By: _____</p> <p>Its: _____</p>
	<p>LESSOR:</p> <p>CATELLUS FINANCE 1, L.L.C., a Delaware limited liability company</p> <p>By: <i>[Signature]</i></p> <p>Its: <i>Vice President</i></p>
	<p>LENDER:</p> <p>LASALLE BANK NATIONAL ASSOCIATION, as trustee for the registered Holders of Prudential Mortgage Capital Company I, L.L.C, Commercial Mortgage Pass-Through Certificates, Series 1998-1</p> <p>By: The Prudential Insurance Company of America, as Servicer</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>

Property of Cook County Clerk's Office

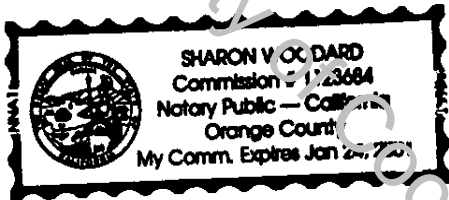
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Los Angeles } ss.

On September 20, 1999, before me, Sharon Woodard, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Ana Maria Perez
Name(s) of Signer(s)

- [X] personally known to me
[] proved to me on the basis of satisfactory evidence

to be the person whose name is 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.

Sharon Woodard
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Agreement of Subordination, Non-Disturbance and Attornment

Document Date: Number of Pages:

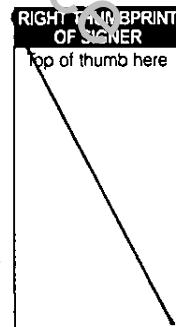
Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer

Signer's Name: Ana Maria Perez

- [] Individual
[X] Corporate Officer - Title(s): Vice President
[] Partner - [] Limited [] General
[] Attorney in Fact
[] Trustee
[] Guardian or Conservator
[] Other:

Signer Is Representing: Catellus Finance 1, L.L.C.



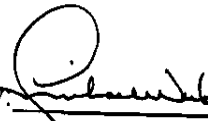
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and delivered in their respective names and on their behalf, and if a corporation, by its officers duly authorized, on the day and year first above written.

Property of Cook County Clerk's Office

LENDER:

LASALLE BANK NATIONAL ASSOCIATION, as trustee for the registered Holders of Prudential Mortgage Capital Company I, LLC, Commercial Mortgage Pass-Through Certificates, Series 1998-1

By: **The Prudential Insurance Company of America**, Services

By: 
Name: J. Michael Welborn
Title: Vice President

ALL-PURPOSE NOTARY ACKNOWLEDGMENT

State of GEORGIA

County of DEKALB

On this 20th day of September, 1998, before me,

GINA MILANO

Name, Title of Officer

personally appeared J. Michael Weiborn

Name of Signer

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.

Gina Milano

SIGNATURE OF NOTARY



*** OPTIONAL SECTION ***

CAPACITY CLAIMED BY SIGNER

Through statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document

- INDIVIDUAL
- CORPORATE OFFICERS(S)
- PARTNER(S) LIMITED GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

***** OPTIONAL SECTION *****

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and delivered in their respective names and on their behalf, and if a corporation, by its officers duly authorized, on the day and year first above written.

LESSEE:

ERNST & YOUNG U.S. LLP, a limited liability partnership registered in Delaware

By: Bruce D. Shogen
Its: Partner

LESSOR:

~~CATELLUS FINANCE 1, L.L.C., a Delaware limited liability company~~

~~By: [Signature]
Its: Vice President~~

LENDER:

LASALLE BANK NATIONAL ASSOCIATION, as trustee for the registered Holders of Prudential Mortgage Capital Company I, LLC, Commercial Mortgage Pass-Through Certificates, Series 1998-1

By: **The Prudential Insurance Company of America, as Servicer**

By: _____
Name: _____
Title: _____

Property of Cook County Office

WITNESS

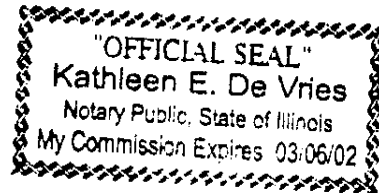
STATE OF ILLINOIS

COUNTRY OF COOK

Signed or attested before me on September 2, 1999 by BRUCE SHOGER,
Name

PARTNER, of ERNST & YOUNG U.S. LLP.
Title Company Name

Kathleen E. De Vries
Signature - Notary Public



My commission expires March 6, 2002.

Notary Stamp

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 HALF OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 39 NORTH. RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common address:

224 South Michigan Avenue
Chicago, Illinois

PIN: 17-15-105-013

Property of Cook County Clerk's Office