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(Chicago)

FACILITY MORTGAGEE AGREEMENT

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AGREEMENT, dated as of December 30, 1998 between BRE/SWISS L.L.C., a Delaware limited liability company (the "**Borrower**"), CSH Chicago LLC, a Delaware limited liability company (the "**Hotel Lessee**"), HOST MARRIOTT, L.P., a Delaware limited partnership (the "**Operating Partnership**"), and CITICORP REAL ESTATE, INC., a Delaware corporation, as Agent on behalf of itself and the other Lenders (as defined in the Credit Agreement (as hereinafter defined)) (in such capacity the "**Lender**").

RECITALS

A. The Borrower and the Lender are parties to a \$250,000,000 Credit Agreement dated August 1, 1997 (the "**Credit Agreement**") (as well as other "**Loan Documents**" as defined in the Definitional Appendix attached hereto and incorporated herein (the "**Definitional Appendix**")).

B. Pursuant to a Consent and Amendment of Credit Agreement, dated as of even date herewith, between the Borrower and the Lender (the "**Consent and Amendment Agreement**"), the Lender has, subject to the satisfaction of certain conditions set forth therein, granted its consent under, and agreed with the Borrower to certain amendments of, the Loan Documents in order to permit and reflect the consummation of certain transactions described therein as the "**REIT Conversion Transactions**".

C. It is a condition to the effectiveness of the Consent and Amendment Agreement that this Agreement be executed and delivered by the parties hereto.

D. As part of the REIT Conversion Transactions, the Borrower and the Hotel Lessee are entering into a certain Lease Agreement of approximately even date herewith pursuant to which, among other things, the Borrower will lease to the Hotel Lessee the "**Facility**" (as defined in the Definitional Appendix) and will grant certain other rights and interests to the Hotel Lessee with

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respect to related property of the Borrower (as such Lease Agreement may hereafter be modified, amended, supplemented or restated, the "Hotel Lease"). The sole business purpose of the Hotel Lessee is to enter into and perform the Hotel Lease. The Hotel Lessee and the Borrower both expect to benefit substantially and materially from the Hotel Lease.

E. As part of the REIT Conversion Transactions, the Operating Partnership will become the indirect owner of all of the membership interests in the Borrower. The Operating Partnership expects to benefit substantially and materially from the acquisition of such ownership interest in the Borrower and from the consummation of the REIT Conversion Transactions generally.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Defined Terms.** All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Definitional Appendix.

2. **Lender's Continuing Security Interest.** Subject to the terms of Section 4 hereof, the Hotel Lessee hereby acknowledges and agrees for the benefit of the Lender and the Borrower that

(a) all Initial Working Capital, all rights under the Assigned Agreements and any and all Excess FF&E acquired by the Hotel Lessee from the Borrower at any time and from time to time while the Security Documents remain in effect (collectively, the "Subject Assets" and each, individually, a "Subject Asset") shall be, at the time of the Hotel Lessee's acquisition thereof, and shall remain, at all times while the Security Documents remain in effect encumbered by and subject and subordinate to the continuing Security Interest of the Lender under the Security Documents, in each case in the same manner, with the same priority and to the same extent as if the Borrower continued to own such assets;

(b) the Lender shall continue to have and to be entitled to exercise all such rights and remedies in respect of each Subject Asset owned by the Hotel Lessee as the Lender would have and be entitled to exercise if the Borrower continued to own such Subject Asset. The Hotel Lessee acknowledges that any interest it may have in the Subject Assets is subject and subordinate to the Security Interest of the Lender under the Security Documents;

(c) the Collateral (as defined in the Credit Agreement) pledged to the Lender pursuant to the Security Documents includes, but is not limited to, the Mortgaged Property as defined on Exhibit A attached hereto and the Collateral, including, but not limited to, the Mortgaged Property shall remain at all times while the Security Documents remain in effect encumbered by and subject to the continuing Security Interest of the Lender under the Security Documents, in each case in the same manner, with the same priority and to the same extent as if the Hotel Lease did not exist and the Hotel Lessee had no interest in any of such assets; and

(d) the Lender shall continue to and to be entitled to exercise all such rights and remedies in the Collateral, including, but not limited to, the Mortgaged Property, as the Lender would have and be entitled to exercise if the Hotel Lease did not exist and the Hotel Lessee had no interest in the Collateral, including, but not limited to, the Mortgaged Property. The Hotel Lease acknowledges that any interest it may have in the Collateral, including, but not limited to, the Mortgaged Property, is subject and subordinate to the Security Interest of the Lender under the Security Documents.

3. Financing Statements. Subject to the terms of Section 4 hereof, the Hotel Lessee shall promptly execute as the "Debtor" and deliver to the Borrower and the Lender: (a) Uniform Commercial Code financing statements naming the Hotel Lessee as debtor and the Lender as the secured party, and (b) such other financing statements, continuation statements, certificates and other documents pursuant to the Uniform Commercial Code and otherwise as either the Borrower or the Lender may reasonably request at any time and from time to time to give notice of and/or to give effect to the terms of Section 2 hereof; provided, however, that the party requesting the execution of any such statement, certificate or document by the Hotel Lessee shall have sole and entire responsibility for, and the Borrower shall bear all costs in connection with, the preparation, filing and/or recordation of such statement, certificate or document. The Hotel Lessee hereby consents to the filing and/or recordation of all such financing statements, continuation statements, certificates and other documents in all public offices wherever the Borrower or the Lender deems filing or recordation to be necessary or desirable. The Hotel Lessee further grants to each of the Borrower and the Lender the right, at their respective option, to file and/or record any and all such financing statements, continuation statements, certificates and other documents pursuant to the Uniform Commercial Code and otherwise, without the Hotel Lessee's signature, and irrevocably appoints each of the Borrower and the Lender as the Hotel Lessee's attorney-in-fact (which appointment is coupled with an interest) to execute in the Hotel Lessee's name any such statement, certificate or document that the Hotel Lessee fails to execute and deliver to the party requesting same within 15 days after such request is made in writing.

4. No Liability of Hotel Lessee to Lender under the Loan Documents. Nothing contained in this Agreement or in any financing statement, continuation statement, certificate or document executed and delivered by the Hotel Lessee pursuant to Section 3 hereof shall be understood to require or cause the Hotel Lessee to assume, undertake or otherwise become liable to the Lender for any indebtedness or any other obligation or liability of the Borrower under any of the Loan Documents. The Hotel Lessee shall have the right to include a statement to the foregoing effect in any financing statement, continuation statement, certificate or document executed by or in the name of the Hotel Lessee pursuant to Section 3 hereof. Notwithstanding the foregoing, but subject to the terms of the immediately succeeding sentence, the Hotel Lessee covenants to the Borrower to perform and comply with all obligations and requirements relating to the Subject Assets and the Mortgaged Property under the Loan Documents as to which the Borrower shall have given the Hotel Lessee written notice; it being agreed that the Borrower's delivery to the Hotel Lessee of a copy of any of the Loan Documents shall constitute such written notice with respect to the contents of the documents or document so delivered. The Hotel Lessee shall not unreasonably withhold its consent to any amendment to

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the Hotel Lease reasonably required by the Lender, provided that such amendment does not (i) increase the Hotel Lessee's rental obligations or other financial obligations under the Hotel Lease, or (ii) have a material adverse effect upon the Hotel Lessee's rights under the Hotel Lease, or (iii) materially increase the Hotel Lessee's non-economic obligations under the Hotel Lease, or (iv) decrease the Borrower's obligations under the Hotel Lease.

5. No Disposition of Subject Assets, Future Working Capital or Excess FF&E Leasehold Interests. The Hotel Lessee covenants to the Lender not to sell, lease, assign, transfer or otherwise dispose of any of the Subject Assets, any Future Working Capital, any Excess FF&E Leasehold Interest or any interest in any of the foregoing (any such act, a "Disposition") except that the Hotel Lessee may make such Dispositions of Subject Assets, Future Working Capital or Excess FF&E Leasehold Interests as shall (a) occur in the ordinary course of the Hotel Lessee's business with respect to the use and replacement of Working Capital and Excess FF&E or with respect to the expiration, termination, revocation, nonrenewal or replacement of Assigned Agreements and Excess FF&E Leases, as the case may be (provided, that the property disposed of is replaced with property of similar utility and value), or (b) be required or contemplated by the Hotel Lease and the Security Agreement upon the expiration or termination of the Hotel Lease, provided, however, that, in the case of clauses (a) and (b), any such Disposition shall be made in compliance with all other applicable provisions of this Agreement and the terms of the Hotel Lease, the Security Agreement and the Loan Documents. In the event that the Hotel Lessee fails to pay any rent or other amounts payable by it under Excess FF&E Leases ("Excess FF&E Rent") when due and the Borrower, the Lender or the Operating Partnership exercises a cure right with respect to such failure or otherwise pays or causes to be paid any Excess FF&E Rent, the Hotel Lessee hereby agrees to reimburse such payor promptly upon written demand, together with any costs or expenses reasonably incurred by such payor in connection with effecting such cure.

6. No Security Interests. The Hotel Lessee covenants to the Lender that it shall not create, incur, assume or permit to continue in existence, and shall promptly discharge at its expense, any Security Interest arising by reason of any action or omission by the Hotel Lessee or its agents, employees or representatives in any Subject Assets, any Working Capital owned by the Hotel Lessee during the term of the Hotel Lease or any Excess FF&E Leasehold Interest, except for Security Interests permitted under the terms of the Security Agreement. Any Excess FF&E purchased by the Hotel Lessee shall be paid for by the Hotel Lessee with its own funds; provided, however, that the Hotel Lessee may purchase Excess FF&E with (i) borrowed funds if no lien is granted by the Hotel Lessee or otherwise arises in respect of any such Excess FF&E as a result of or in connection with such borrowing; and (ii) with proceeds of equity contributions from the Hotel Lessee's member(s).

7. No Modification of Certain Documents.

(a) Each of the Borrower and the Hotel Lessee hereby covenants to the Lender that, without the Lender's prior written consent, such party shall not amend, modify or waive (or agree or consent to any amendment, modification or waiver of) any of the terms of the Hotel Lease, the Working Capital Note, the Security Agreement, any of the financing statements,

continuation statements, certificates and other documents referred to in Section 3 hereof or any Excess FF&E Lease.

(b) The Hotel Lessee hereby covenants to the Borrower that, without the Borrower's prior written consent, the Hotel Lessee shall not amend, modify or waive (or agree or consent to any amendment, modification or waiver of) any of the terms of any Excess FF&E Lease in any manner that would adversely affect the Borrower's rights in respect of any of the Excess FF&E that is subject to such Excess FF&E Lease.

8. Hotel Lease Subordinate; Lender's Right to Terminate or Continue the Hotel Lease in the Event of Foreclosure. Hotel Lessee hereby agrees, unconditionally and irrevocably for itself and its respective successors and assigns, that the Hotel Lease and any rights or interests Hotel Lessee directly or indirectly may have or hereafter acquire in the Subject Assets and/or the Collateral, including, but not limited to, the Mortgaged Property, shall at all times be entirely subject, subordinate, and inferior in right of priority to the Loan Documents and all of the Lender's liens, rights, remedies, Security Interests, and other interests in any of the Collateral described in the Loan Documents as the same may be amended, modified, extended, supplemented, varied, increased, split, cross-defaulted, cross-collateralized, consolidated, restated or replaced. Hotel Lessee expressly acknowledges to Lender that, without any notice to or consent of Hotel Lessee, Lender may (i) amend, modify, extend, supplement, waive, split, cross-default, cross-collateralize, consolidate, restate or replace any or all of the Security Documents in any respect, (ii) increase or reduce, split, cross-default, cross-collateralize, or compromise any of the indebtedness evidenced by the Loan Documents, (iii) waive any terms of, exercise any rights under or otherwise deal with any of the Loan Documents; (iv) exercise any rights in respect of the Mortgaged Property or any other Collateral allowed at law or in equity pursuant to any of the Loan Documents, (v) release liens in, or surrender, release or permit any substitution or exchange of all or any part of any Collateral, or (vi) retain or obtain a lien on any Collateral. The foregoing actions by Lender shall in no way alter the subordination of all rights of Hotel Lessee. The Borrower and the Hotel Lessee hereby confirm and covenant to the Lender that, in the event of a Foreclosure, in addition to such other rights and remedies as the Lender may have, the Lender shall have the absolute and unconditional right to terminate the Hotel Lease or to continue the Hotel Lease and succeed to all of the Borrower's rights as lessor thereunder as provided in Article 20 thereof, provided, however, that if the Lender or any transferee pursuant to a Foreclosure continues the Hotel Lease, it shall recognize the Hotel Lessee's rights under the Hotel Lease as contemplated by Article 20 thereof, and the Hotel Lessee will attorn to the Lender or such transferee. The Hotel Lessee confirms and acknowledges that Lender is not providing it with a non-disturbance agreement and that Lender has the absolute and unconditional right to terminate the Hotel Lease upon Foreclosure at no cost or expense to Lender. Article 20 of the Hotel Lease does not and is not intended to impose any conditions on Lender's absolute and unconditional right to terminate the Hotel Lease. The Hotel Lessee further confirms and acknowledges that none of the terms of the Hotel Lease may be enforced by Hotel Lessee against Lender unless and until Lender exercises its right to require Hotel Lessee to attorn to Lender as provided in the final paragraph of Article 20.2 of the Hotel Lease except that Lender shall not be (a) liable in any way to Hotel Lessee for any act or omission, neglect or default on the part of any prior Landlord (as defined in the Hotel Lease) under the Hotel Lease,

(b) responsible for any monies owing by or on deposit with any prior Landlord to the credit of Hotel Lessee (except to the extent actually paid or delivered to the Lender), (c) subject to any counterclaim or setoff which theretofore accrued to Hotel Lessee against any prior Landlord, (d) bound by any modification of the Hotel Lease, or by any previous prepayment of Minimum Rent (as defined in the Hotel Lease) or Additional Rent (as defined in the Hotel Lease) for more than one (1) month in advance of the date due hereunder, which was not approved in writing by Lender, (e) liable to Hotel Lessee beyond rents, income, receipts, revenues, issues and profits issuing from the Property, (f) responsible for the performance of any work to be done by Landlord under the Hotel Lease to render the Mortgaged Property ready for occupancy by Hotel Lessee, or (g) required to remove any Person occupying the Mortgaged Property or any part thereof.

9. Certain Provisions Applicable to Termination of the Hotel Lease in the Event of a Foreclosure. The Borrower, the Hotel Lessee and the Operating Partnership hereby agree and confirm for the benefit of the Lender that, if the Lender shall terminate the Hotel Lease pursuant to Section 20.2 thereof in connection with a Foreclosure:

(a) the Hotel Lessee, at the Lender's request, shall convey and pay directly to the Lender or its designee all Working Capital and any cash amount that would otherwise be required by the terms of the Working Capital Note to be conveyed and paid by the Hotel Lessee to the Borrower upon maturity of the Working Capital Note; and the Borrower and the Operating Partnership each hereby irrevocably consent and agree to the foregoing;

(b) if any cash amount shall be payable pursuant to the terms of the Working Capital Note by the Borrower to the Hotel Lessee upon maturity of the Working Capital Note, the Hotel Lessee shall seek payment of such amount solely from the Operating Partnership; and

(c) the Hotel Lessee shall seek payment of the following other amounts solely from the Operating Partnership:

- (i) the termination fee specified in Section 24.1(b) of the Hotel Lease,
- (ii) any Excess FF&E Repurchase Price
- (iii) any Excess FF&E Leasehold Interest Transfer Price, and/or
- (iv) any Excess FF&E Reimbursement Amount.

The Hotel Lessee hereby covenants to the Borrower and the Lender that neither the Hotel Lessee nor any party claiming under the Hotel Lessee shall seek damages or any other relief or redress (including, without limitation, injunctive relief or an order of specific performance), or assert any right of set-off or counterclaim, against the Borrower, the Lender, any transferee in Foreclosure or other party claiming under any of the foregoing for nonpayment of any of the amounts referred to in clauses (b) and (c) of this Section 9 (each, an "OP Payment Amount," and collectively, the

to in clauses (b) and (c) of this Section 9 (each, an "OP Payment Amount," and collectively, the "OP Payment Amounts"), or any portion of any OP Payment Amount. The Hotel Lessee shall not have the right to enforce payment of all or any portion of the OP Payment Amounts against Lender or against the Mortgaged Property or the other Collateral. Nonpayment of all or any portion of the OP Payment Amount shall not be a defense to Lender's absolute and unconditional right to terminate the Hotel Lease in the event of a Foreclosure.

10. Certain Payment Obligations of the Operating Partnership.

(a) In the event of a termination of the Hotel Lease in connection with a Foreclosure, the Operating Partnership hereby (i) agrees for the benefit of the Lender to pay to the Hotel Lessee in full when due each and every OP Payment Amount, and (ii) unconditionally and absolutely guarantees the due and punctual payment to the Lender of the amounts referred to in Section 13(b) hereof (collectively, the "Borrower Reimbursement Amount"). With respect to any Accounting Period (as defined in the Hotel Lease) and any period after the end of an Accounting Period through the termination of the Hotel Lease (the "Additional Period") if the FF&E Adjustment (as defined in the Hotel Lease) or if the Hotel Lessee's exercise of any right under the Hotel Lease to offset against payments due to Borrower reduces the rent due and payable under the Hotel Lease for such Accounting Period or Additional Period to an amount (the "Adjusted Rent Amount") that is less than the aggregate amount that becomes due and payable by the Borrower during such Accounting Period or Additional Period as (i) regularly scheduled interest and principal payments due under the Loan Documents, (ii) rent due under any ground lease relating to the Facility, (iii) real property taxes due in respect of the Facility and (iv) insurance premiums due and payable in respect of the Facility (such aggregate amount, the "Minimum Rent Coverage Amount"), then the Operating Partnership hereby unconditionally and absolutely guarantees to the Lender the due and punctual payment by the Borrower of each amount referred to in clauses (i), (ii), (iii) and (iv) above that becomes due and payable by the Borrower during such Accounting Period or Additional Period, provided, however, that the Operating Partnership's aggregate obligation and liability under the guaranty set forth in this sentence with respect to any Accounting Period or Additional Period shall be limited to the lesser of (A) the amount of the aggregate of the FF&E Adjustment and the Hotel Lessee's offsets against payments due to Borrower for such Accounting Period or Additional Period or (B) the amount by which the Minimum Rent Coverage Amount exceeds the Adjusted Rent Amount for such Accounting Period or Additional Period. The Operating Partnership's aggregate obligations at any given time under the terms of the guaranty set forth in the immediately preceding sentence (with respect to the then current and any prior Accounting Periods or Additional Period) are sometimes referred to herein collectively as the "Rent Coverage Guaranty Amount".

(b) The Operating Partnership hereby waives diligence, presentment, protest, notice of dishonor, demand, extension of time for payment, notice of non-payment at maturity and indulgences and notices of every kind, and consents to any and all forbearances and extensions of time of payment of the Borrower Reimbursement Amount and Rent Coverage Guaranty Amount and to any and all changes in terms, covenants and conditions of this Agreement, the Consent and Amendment Agreement, the Hotel Lease, the Working Capital

Note, the Security Agreement, the Loan Documents or any Excess FF&E Lease (collectively, the "Agreements"). The Operating Partnership shall remain liable as a principal with respect to its obligations to the Lender under this Section 10 until the OP Payment Amounts and the Borrower Reimbursement Amount and Rent Coverage Guaranty Amount shall have been fully paid, notwithstanding any act, omission or thing which might otherwise operate as a legal or equitable discharge of the Operating Partnership.

(c) The Operating Partnership agrees for the benefit of the Lender and the Hotel Lessee that the Operating Partnership's obligation to pay the OP Payment Amounts and the Borrower Reimbursement Amount and Rent Coverage Guaranty Amount shall not be impaired, modified, changed, released or limited in any manner whatsoever by any impairment, modification, change, release or limitation of the liability of the Borrower or its estate in bankruptcy, resulting from the operation of any present or future provision of the bankruptcy laws or other similar statute, or from the decision of any court.

(d) The Operating Partnership agrees that the Lender shall have the full right, in its sole discretion and without any notice to or consent from the Operating Partnership, from time to time and at any time and without affecting, impairing or discharging, in whole or in part, the liability of the Operating Partnership hereunder: (i) to make or consent to any change, amendment or modification whatsoever of any of the terms or conditions of the Agreements; (ii) to extend, or consent to the extension of, in whole or in part, by renewal or otherwise, and on one or any number of occasions, the time for the payment of any amount pursuant to any one or more of the Agreements or for the performance of any term or condition of any one or more of the Agreements; (iii) to settle, compromise, release, substitute, surrender, modify or impair, to enforce and exercise, or to fail or refuse to enforce or exercise, any claims, rights or remedies, of any kind or nature, which the Lender may at any time have against the Borrower, or with respect to any Security Interest of any kind held by the Lender at any time, whether under any one or more of the Agreements or otherwise and to collect and retain or liquidate any collateral subject to any such Security Interest, whether under this Agreement or otherwise; and (iv) to apply any sums by whomsoever paid or howsoever realized to any liability or liabilities of the Borrower to the Lender (as the case may be) regardless of what liabilities of the Borrower remain unpaid.

(e) The Operating Partnership agrees that its obligations to the Lender and the Hotel Lessee under this Section 10 are independent of the obligations of the Borrower and that a separate action or actions may be brought and prosecuted against it regardless of whether any action is or can be brought against the Borrower or whether the Borrower is or can be joined in any such action or actions. The Operating Partnership waives the benefit of any statute of limitations, surety's defenses or other defenses affecting its liability to the Lender hereunder or the enforcement hereof by the Lender or any third party claiming through or under the Lender.

(f) The Operating Partnership agrees that in the event that the Lender or the Hotel Lessee retains or engages an attorney or attorneys to enforce the terms of this Section 10, the Operating Partnership will reimburse the Lender or the Hotel Lessee (as the case may be), if such other party is the prevailing party in such enforcement action, for all expenses incurred by

such other party, including reasonable attorneys' fees and disbursements, in successfully prosecuting such enforcement action.

(g) The Operating Partnership agrees with the Lender not to exercise any right of subrogation whatever with respect to the payment and performance obligations of the Borrower under the Agreements or to any collateral securing such payment and performance obligations unless all obligations of the Borrower to the Lender have been paid and performed in full.

(h) The Operating Partnership agrees that the terms of this Section 10 shall inure to the benefit of and may be enforceable by the Lender and (to the extent specified herein) the Hotel Lessee and, in each case, the respective successors, transferees and assigns of such party, and shall be binding upon and enforceable against the Operating Partnership and the Operating Partnership's successors or assigns.

(i) The Operating Partnership waives personal service of any legal process upon it. In addition, the Operating Partnership agrees that service of process may be made upon it by registered mail (return receipt requested) directed to the Operating Partnership at its address designated for notice in accordance with Section 13(c) hereof, and service so made upon the Operating Partnership shall be deemed to be completed upon receipt by the Operating Partnership (or refusal of the Operating Partnership to accept delivery). Nothing in this Section 10 shall affect the right of the Lender or the Hotel Lessee to serve legal process in any other manner permitted by law.

(j) The Operating Partnership agrees with the Lender and the Hotel Lessee that the terms of this Section 10 constitute a continuing obligation. No failure or delay on the part of the Lender or the Hotel Lessee in exercising any right, power or privilege hereunder shall operate as a waiver thereof or of any other agreement, power or privilege; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. Representations and Warranties of the Borrower, the Hotel Lessee and the Operating Partnership. Each of the Borrower, the Hotel Lessee and the Operating Partnership hereby covenants, represents and warrants to the Lender and to each other that (a) such party has full power and authority to enter into this Agreement, to execute and deliver all documents and instruments required hereunder, and to incur and perform the obligations provided for herein and therein, all of which have been duly authorized by all necessary limited partnership or limited liability company action as applicable to such party, and no consent or approval of any third party which has not been obtained and which is not still in effect is required as a condition to the validity or enforceability hereof or thereof; (b) this Agreement has been duly executed and delivered by such party; (c) this Agreement constitutes the valid and legally binding obligations of such party, fully enforceable against such party in accordance with its terms, subject to bankruptcy and other laws affecting the rights of creditors generally and the application of general principles of equity; and (d) the execution, delivery and performance by such party of

this Agreement will not violate (i) any applicable provision of law or any order, rule or regulation of any court or governmental authority, or (ii) any instrument, contract, agreement, indenture, mortgage, deed of trust or other document or obligation to which such party is a party or by which such party, or any of such party's property, is bound.

12. Subordination of Security Agreement. The Borrower hereby confirms to the Lender that the Security Interest created by, and the Borrower's rights under, the Security Agreement are subject and subordinate to the Security Interest of the Lender under the Security Documents. Without limiting the foregoing, the Borrower hereby agrees that, so long as any of the Security Documents remain in effect, the Borrower shall not exercise any of its rights under Section 6 of the Security Agreement with respect to any of the Subject Assets without the prior written consent of the Lender. The Hotel Lessee hereby acknowledges that the Borrower has pledged and assigned to the Lender, as additional security for the Borrower's obligations under the Loan Documents, the Working Capital Note and the Borrower's rights and interest in respect of the Hotel Lease and the Security Agreement, including, without limitation, the Security Interest granted by the Hotel Lessee to the Borrower under the Security Agreement with respect to any and all "Tenant's Personal Property" (as such term is defined in the Hotel Lease, including, without limitation, all Working Capital owned by the Hotel Lessee during the term of the Hotel Lease).

13. Miscellaneous Provisions.

(a) **Further Assurances.** Each party hereto hereby agrees to take or cause to be taken such further actions, to execute, deliver and file or cause to be executed, delivered and filed such further documents and instruments, and to obtain such consents, as may be necessary or as may be reasonably requested by any other party hereto in order fully to effectuate the purposes, terms and conditions of this Agreement, whether before, at or after the closing of transactions contemplated hereby.

(b) **Certain Foreclosure Expenses.** In the event of a Foreclosure, the Borrower hereby agrees to reimburse the Lender, any purchaser in foreclosure or transferee by deed in lieu of foreclosure or other party claiming under any of the foregoing for all direct out-of-pocket expenses (including, without limitation, attorneys' fees and expenses) reasonably incurred by such person or entity in obtaining title to and possession of any of the Subject Assets, any Working Capital and any Excess FF&E Leasehold Interest that shall not be owned or held by the Borrower upon the termination of the Hotel Lease by the Lender in connection with such Foreclosure. Amounts to be reimbursed by the Borrower pursuant to the immediately preceding sentence shall be paid by the Borrower within 10 days after receipt of written demand therefor accompanied by reasonable evidence of the amount owed.

(c) **Notices.** Any notice required or permitted to be given under this Mortgage shall be in writing and either shall be (i) mailed by certified mail, postage prepaid, return receipt requested, or (ii) sent by a nationally recognized overnight air courier service, or (iii) sent by telecopy (provided an identical notice is also sent simultaneously by mail or overnight courier as otherwise provided in this Section 13(c)). All such communications shall be

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mailed, sent or delivered, addressed to the party for whom it is intended at its address set forth below.

If to Lender: Citicorp Real Estate, Inc.
399 Park Avenue
3rd Floor, Zone 8
New York, New York 10043
Attention: David Hirsh
Telecopy No. (212) 371-5747

With a simultaneous
copy to: Citicorp Real Estate, Inc.
599 Lexington Avenue
20th Floor
New York, New York 10043
Attention: Michael W. Broido, Esq.
Telecopy No. (212) 793-6766

- and -

Weil Gotshal & Manges LLP
701 Brickell Avenue
Suite 2100
Miami, Florida 33131
Attention: Barry Frank, Esq.
Telecopy No. (305) 374-7159

If to the Borrower: BRE/Swiss L.L.C.
c/o Host Marriott Corporation
10400 Fernwood Road
Bethesda, Maryland 20817
Attention: Law Department
Telecopier No. (301) 380-633

With a simultaneous
copy to: Host Marriott Corporation
10400 Fernwood Road
Bethesda, Maryland 20817
Attention: Corporate Accounting
Telecopier No. (301) 380-

If to the Operating
Partnership:

Host Marriott Corporation
10400 Fernwood Road
Bethesda, Maryland 20817
Attention: Law Department
Telecopy No. (301) 380-6332

With a simultaneous
copy to:

Host Marriott Corporation
10400 Fernwood Road
Bethesda, Maryland 20817
Attention: Corporate Accounting
Telecopy No. (301) 380-6332

If to the Hotel Lessee:

CCSH Chicago LLC
C/O Crestline Capital Corporation
10400 Fernwood Road
Bethesda, Maryland 20817
Attention: General Counsel
Telecopy No. (240) 694-2040

With a simultaneous
copy to:

Crestline Capital Corporation
10400 Fernwood Road
Bethesda, Maryland 20817
Attention: Executive Vice President, Asset Management
Telecopy No. (240) 694-2082

Any communication so addressed and mailed shall be deemed to be given on the earliest of (a) when actually received or delivered, or (b) on the first day of the year on which banks are not required or authorized to close in New York City ("Business Day") after deposit with an overnight air courier service, in each case to the address of the intended addressee. If given by telecopy, a notice shall be deemed given and received when the telecopy is transmitted to the party's telecopy number specified above, confirmation of complete receipt is received by the transmitting party during normal business hours or on the next Business Day if not confirmed during normal business hours, and an identical notice is also sent simultaneously by mail or overnight air courier as otherwise provided in this Section 13(c). Any party may designate a change of address by written notice to the other parties by giving at least ten days prior written notice of such of address.

(d) Waivers. No waiver of, or consent to, a variation from the requirements of any provision of this Agreement by any party hereto shall be effective unless made in a written instrument duly executed on behalf of such party by its duly authorized officer, and any such waiver shall be limited solely to those rights or conditions expressly waived. No single or partial exercise by any party of any right under this Agreement, shall preclude any other

or further exercise thereof or the exercise of any other rights. No delay or omission on the part of any party in exercising any right under this Agreement shall operate as a waiver of such right or of any other right under this Agreement.

(e) Termination of Lender's Rights. All continuing rights of the Lender hereunder, and all covenants and agreements of the other parties hereto under this Agreement to the extent they inure to the benefit of the Lender, shall terminate and lapse, at such time as the Borrower has performed and satisfied all of its obligations under the Loan Documents (or, if earlier, at such time as there are no Security Documents that remain in effect); provided, however, that any rights and claims of the Lender accruing hereunder on or prior to such time shall remain in full force and effect.

(f) Benefit and Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns as permitted hereunder. This Agreement may not be assigned by the Borrower, the Hotel Lessee or the Operating Partnership without the prior written consent of each of the other parties hereto.

(g) Waiver of Trial by Jury. To the maximum extent permitted by law, each party hereto hereby knowingly, voluntarily and intentionally waive the right to a trial by jury in respect of any litigation based hereon, arising out of, or under or in connection with this Agreement, or any other document mentioned herein, or any course of conduct, course of dealing, statement (whether verbal or written) or action of either party or any exercise by any party of their respective rights under this Agreement or any other document mentioned herein or in any way relating hereto (including, without limitation, any action to rescind or cancel this Agreement, and any claim or defense asserting that this Agreement was fraudulently induced or is otherwise void or voidable). This waiver is a material inducement for Agent and each Lender to enter this Agreement.

(h) Severability. If fulfillment of any provision of this Agreement, or performance of any transaction related hereto, at the time such fulfillment or performance shall be due, shall involve transcending the limit of validity prescribed by law, then the obligation to be fulfilled or performed shall be reduced to the limit of such validity.

(i) Schedules and Exhibits; Modification. The exhibits and schedules hereto are incorporated herein by this reference as if set out in full herein. This Agreement may not be modified, deleted or amended in any manner except by agreement in writing executed by all of the parties hereto.

(j) Construction. This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of New York (but not including the choice of law rules of such jurisdiction); it being understood, however, that to the extent that this Agreement refers to any right or obligation of a party hereto under any other agreement, such right or obligation shall be governed by and construed in accordance with the governing law provided in such other agreement.

(k) Headings. Section and subsection headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

(l) Execution. This Agreement may be executed in as many counterparts as may be required; and it shall not be necessary that the signatures of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart; but it shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one or more of the counterparts. All counterparts shall collectively constitute a single agreement. It shall not be necessary in making proof of this Agreement to produce or account for any particular number of counterparts; but rather any number of counterparts shall be sufficient so long as those counterparts contain the respective signatures of, or on behalf of, all of the parties hereto.

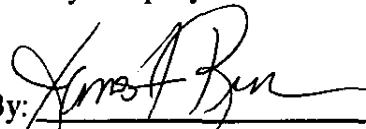
(m) Conflict. In the event of a conflict between the terms of the Hotel Lease and the terms of this Agreement, the terms of this Agreement shall control. In the event of a conflict between the terms of the Loan Documents and the terms of the Hotel Lease, the terms of the Loans Documents shall control.

[Signatures are on following page]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered in its name and on its behalf by its duly authorized representative, all as of the day and year first above written.

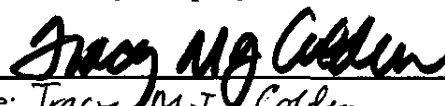
BORROWER

BRE/SWISS L.L.C., a Delaware limited liability company

By: 
Name: James Risoleo
Title: Authorized Signatory

HOTEL LESSEE:

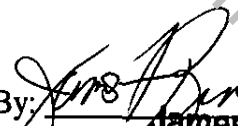
CCSH CHICAGO LLC, a Delaware limited liability company

By: 
Name: Tracy M.J. Colden
Title: Vice President

OPERATING PARTNERSHIP:

HOST MARRIOTT, L.P., a Delaware limited liability company

By: Host Marriott Corporation, a Maryland corporation its General Partner

By: 
Name: James Risoleo
Title: Authorized Signatory

[Signatures continued on following page]

LENDER:

CITICORP REAL ESTATE, INC., as Agent

By: _____
Name: _____
Title: _____

STATE OF District of Columbia)
) ss:
COUNTY OF _____)

On this 29 day of December, 1998, before me personally appeared James Riddio to me known and known by me to be the person who executed the foregoing instrument, and who being by me duly sworn, did depose and say that he resides at _____, that he is the authorized secretary of BRE/Swiss L.L.C., the limited liability company described and which executed the foregoing instrument, and he acknowledged to me that the said instrument was executed for and on behalf of said limited liability company for the uses and purposes therein mentioned.

Shavonne James
Signature of Notary Public

My Commission expires:

My Commission Expires September 14, 2003

STATE OF Maryland)
) ss:
COUNTY OF Montgomery)

On this 30th day of December, 1998, before me personally appeared Tracy M. J. Colden to me known and known by me to be the person who executed the foregoing instrument, and who being by me duly sworn, did depose and say that he resides at _____, that he is the Vice President of CASH Chicago LLC, the limited liability company described and which executed the foregoing instrument, and he acknowledged to me that the said instrument was executed for and on behalf of said limited liability company for the uses and purposes therein mentioned.

Sworn B. Saints
Signature of Notary Public

My Commission expires: 2/16/99

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STATE OF District of Columbia
) ss:
COUNTY OF _____)

On this 29 day of December, 1998, before me personally appeared James Rissolo to me known and known by me to be the person who executed the foregoing instrument, and who being by me duly sworn, did depose and say that he resides at _____, that he is the authorized signatory of Host Marriott Corporation, the General Partner of Host Marriott, L.P., the limited liability partnership described and which executed the foregoing instrument, and he acknowledged to me that the said instrument was executed for and on behalf of said General Partner for the uses and purposes therein mentioned.

Shavonne James
Signature of Notary Public

My Commission expires:

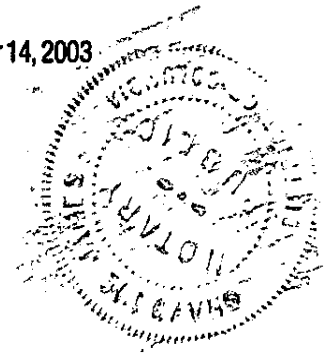
My Commission Expires September 14, 2003

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On this ____ day of December, 1998, before me personally appeared _____ to me known and known by me to be the person who executed the foregoing instrument, and who being by me duly sworn, did depose and say that he resides at _____, that he is the _____ of Citicorp Real Estate, Inc., the corporation described and which executed the foregoing instrument, and he acknowledged to me that the said instrument was executed for and on behalf of said corporation for the uses and purposes therein mentioned.

Signature of Notary Public

My Commission expires:



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STATE OF _____)
) ss:
COUNTY OF _____)

On this ____ day of December, 1998, before me personally appeared _____ to me known and known by me to be the person who executed the foregoing instrument, and who being by me duly sworn, did depose and say that he resides at _____, that he is the _____ of Host Marriott Corporation, the General Partner of Host Marriott, L.P., the limited liability partnership described and which executed the foregoing instrument, and he acknowledged to me that the said instrument was executed for and on behalf of said General Partner for the uses and purposes therein mentioned.

Signature of Notary Public

My Commission expires:

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On this 23rd day of December, 1998, before me personally appeared David Hirsch to me known and known by me to be the person who executed the foregoing instrument, and who being by me duly sworn, did depose and say that he resides at _____, that he is the authorized signatory of Citicorp Real Estate, Inc., the corporation described and which executed the foregoing instrument, and he acknowledged to me that the said instrument was executed for and on behalf of said corporation for the uses and purposes therein mentioned.

Sislyn Peters
Signature of Notary Public

My Commission expires:

SISLYN PETERS
Notary Public, State of New York
No. 01PE5018099
Qualified in Bronx County
Commission Expires Sept. 20, 1999

DEFINITIONAL APPENDIX

"Agreements" has the meaning ascribed to such term in Section 10(b) hereof.

"Assigned Agreements" has the meaning ascribed to such term in the Hotel Lease.

"Borrower" has the meaning ascribed to such term in the heading of this Agreement.

"Borrower Reimbursement Amount" has the meaning ascribed to such term in Section 10(a) hereof.

"Consent and Amendment Agreement" has the meaning ascribed to such term in the Recitals to this Agreement.

"Definitional Appendix" means this Definitional Appendix.

"Disposition" has the meaning ascribed to such term in Section 5 hereof.

"Event of Default" means any event or circumstance constituting an Event of Default under the Loan Documents.

"Excess FF&E" has the meaning ascribed to such term in the Hotel Lease.

"Excess FF&E Lease" has the meaning ascribed to such term in Section 22.2 of the Hotel Lease and includes, without limitation, the Initial FF&E Lease (as such term is defined in the Hotel Lease).

"Excess FF&E Leasehold Interest" means all right, title and interest of the Hotel Lessee as the lessee under an Excess FF&E Lease.

"Excess FF&E Leasehold Interest Transfer Price" has the meaning ascribed to such term in Section 22.2 of the Hotel Lease.

"Excess FF&E Reimbursement Amount" has the meaning ascribed to such term in Section 22.2 of the Hotel Lease.

"Excess FF&E Repurchase Price" has the meaning ascribed to such term in Section 22.2 of the Hotel Lease.

"Facility" means Swissotel Chicago.

"Foreclosure" means any transfer of ownership of the Facility and/or related assets (whether by foreclosure, deed in lieu of foreclosure, exercise of a power of sale or

otherwise) resulting from the Lender's exercise of its rights and remedies under the Loan Documents or at law in connection with an Event of Default under the Loan Documents.

"Future Working Capital" means all Working Capital existing at any time and from time to time after the commencement and during the term of the Hotel Lease, including all Working Capital existing as of the expiration or termination of the Hotel Lease.

"Hotel Lease" has the meaning ascribed to such term in the Recitals to this Agreement.

"Initial Working Capital" means all Working Capital acquired by the Hotel Lessee from the Borrower as of the commencement of the Hotel Lease.

"Lender" has the meaning ascribed to such term in the heading of this Agreement.

"Loan Documents" has the meaning ascribed to such term in the Consent and Amendment Agreement.

"Operating Partnership" has the meaning ascribed to such term in the Recitals to this Agreement.

"OP Payment Amount" and **"OP Payment Amounts"** have the respective meanings ascribed to such terms in Section 9 hereof.

"Security Agreement" means the Security Agreement of even date herewith between the Borrower as Secured Party and the Hotel Lessee as Debtor.

"Security Documents" means collectively all mortgages, fixture filings, security agreements, collateral assignments, assignments of leases and rentals, financing statements and continuation statements under the Uniform Commercial Code or otherwise and other agreements, instruments and documents forming part of the Loan Documents (together with any amendments, restatements, continuations, extensions, renewals or replacements of any of the foregoing) which create a Security Interest against property (including, without limitation, after-acquired property) of the Borrower and/or against the Mortgaged Property in favor of the Lender to secure the performance by Borrower of any or all of its obligations under the Loan Documents.

"Security Interest" means any lien, charge, mortgage or encumbrance on, or security interest in, or pledge or deposit of, or conditional sale or other title retention agreement relating to, or other interest in, property that secures the performance of an obligation.

"Subject Asset" and **"Subject Assets"** have the respective meanings ascribed to such terms in Section 2(a) hereof.

"Uniform Commercial Code" means the Uniform Commercial Code in effect in New York from time to time while any of the Security Documents remain in effect.

"Working Capital" has the meaning ascribed to such term in the Hotel Lease.

"Working Capital Note" means the Working Capital Note and Agreement, dated as of even date herewith by the Hotel Lessee as "Maker" and the Borrower as "Holder" issued in consideration of the sale by the Borrower to the Hotel Lessee of all Working Capital existing as of the commencement of the Hotel Lease, in accordance with the terms of the Hotel Lease.

Property of Cook County Clerk's Office

EXHIBIT A

"Mortgaged Property": (1) all right, title and interest of Borrower in the real property described in Exhibit A-1, together with any greater estate therein as hereafter may be acquired by Borrower (the "**Land**"), and all right, title and interest of Borrower in and to any and all (i) strips or gores, roads, easements, rights of way, appurtenances, tenements, hereditaments, rights, licenses and privileges, whether or not of record, in any way belonging or appurtenant to the Land or the Improvements (as hereinafter defined), covenants, streets, and ways bordering upon the Land, and the rights of ingress and egress thereto, (ii) land within a right-of-way of any street, road or avenue, open or proposed, public or private, in front of or adjacent to the Land or any portion thereof, (iii) unpaid awards for damage to any property by reason of a change in grade of any highway, street, road or avenue, (iv) oil, gas, mineral and other hydrocarbon substances on or under the Land, and (v) all development, air, water and riparian rights in any way belonging or appurtenant to the Land or the Improvements (collectively, the "**Real Property**"), (2) all buildings, structures, additions, enlargements, extensions, modifications, repairs, replacements and other improvements, now or at any time situated, placed or constructed upon the Land (collectively, the "**Improvements**"), (3) all materials, supplies, equipment, apparatus and other items of personal property now owned or hereafter acquired by Borrower and now or hereafter attached to, installed in or used in connection with any of the Improvements or the Land, and water, gas, electrical, storm and sanitary sewer facilities and all other utilities whether or not situated in easements (collectively, the "**Fixtures**"), (4) all right, title and interest of Borrower in and to all goods, accounts, general intangibles, instruments, documents, chattel paper and all other personal property of any kind or character, including such items of personal property as defined in the Uniform Commercial Code now owned or hereafter acquired by Borrower and now or hereafter affixed to, placed upon, used in connection with, arising from or otherwise related to the Land and Improvements or which may be used in or relating to the planning, development, financing or operation of the Mortgaged Property, including, without limitation, furniture, furnishings, equipment and machinery (including, without limitation, all of Borrower's right, title and interest in and to (i) all office equipment, furniture and furnishings, including, without limitation, all carpeting, movable partitions, desks, chairs, sofas, filing cabinets and systems, tables, lamps and lighting fixtures, artwork and objects, computers, printers, typewriters, telexes, facsimile equipment, two-way radio and paging-music systems, stationery and office supplies, brochures, business records, (ii) all operating machinery, fixtures and equipment, including, without limitation, all electrical vaults, and conduits, heating, ventilating and air conditioning facilities and equipment [including heat pumps, oil burners, incinerators, furnaces, water heaters, heating controls, motors, boiler pressure systems and equipment and other fuel burning devices], air intake and exhaust systems, electrical generators, lighting, fire protection, security, life safety and alarm systems, electrical elevators and compressor systems, laundry and dry-cleaning facilities, all plumbing and sanitary disposal systems [including septic or leaching systems, if any], swimming pool and spa

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supplies, equipment and materials, if any, all water, sewer, refrigeration fixtures, equipment and systems, snow removal and landscaping equipment, all inventories of replacement and/or spare parts, all cleaning, janitorial and maintenance equipments, tools and machinery, and all manuals and instructional materials associated therewith, (iii) all telephone and telecommunication and wired cable systems and equipment [including, without limitation, all telephones, television and radio receivers, loud speaker and paging systems, satellite and microwave communication equipment, movie videotape, film, slide and rear-screen projection equipment, (iv) all case goods for the rooms, suites, function and common areas of the hotel or lodging facility, all beds, bedding, tables, chairs, sofas, lamps, lighting equipment, mirrors, armoires, linens, artwork and objects, blankets, plants, all other operational and guest supplies and all inventories of replacement items, (v) all restaurant and kitchen furniture, furnishings and equipment affixed to or part of the Improvements, including without limitation, all tables, chairs, banquettes, stools, bars, lighting fixtures, bar equipment, china, glassware, linens, silverware, artwork and objects, kitchen appliances, refrigerators, freezers, stoves, grills, microwave ovens, dishwashing equipment and all kitchen and food preparation equipment and utensils, (vi) all merchandise located in the hotel or lodging facility, in each case in the ordinary course of business, intended for resale to the public, including, without limitation, merchandise sold through gift shops and any other retail stores located in the hotel or lodging facilities, and (vii) all inventories and supplies of food and alcoholic beverages (to the extent same may be encumbered under applicable law) in opened or unopened cases and bottles and all supplies and replacement items arising out of or in connection with the ordinary course existence, use, ownership, occupancy, operation and/or maintenance of the hotel, including cleaning and maintenance equipment of any kind and nature), money, insurance proceeds, room revenues, revenues generated by the renting of hotel rooms, room rental revenues, accounts, contract rights including, without limitation, the Interest Rate Agreements; goodwill, chattel paper, documents, trademarks, trade names, service marks, logos, designs, brand names, phrases, identifications, registrations, applications, common law marks, licenses and/or franchise agreements, including, without limitation, all reservations, deposits, advance payments, security deposits and prepaid items and other amounts or credit paid to Borrower, rights of Borrower under leases of Fixtures or other personal property or equipment, inventory, all refundable, returnable or reimbursable fees, deposits or other funds or evidences of credit or indebtedness deposited by or on behalf of Borrower with any governmental authorities, boards, corporations, providers of utility services, public or private, including specifically, but without limitation, all refundable, returnable or reimbursable tap fees, utility deposits, commitment fees and development costs (collectively, the "**Personalty**"), (5) all reserves, escrows or impounds required under the Credit Agreement and all deposit accounts maintained by Borrower with respect to the Mortgaged Property (including, without limitation, the Lockbox Account, the Taxes and Insurance Escrow Account and the Capital Reserve Account, as the same are defined in the Credit Agreement), (6) all plans, specifications, shop drawings and other technical descriptions prepared for construction, repair or alteration of the Improvements, and all amendments and modifications thereof (collectively, the "**Plans**"), (7) all leases, subleases, licenses, concessions, occupancy agreements or other agreements, including, without limitation, leases of guest rooms and

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suites, (written or oral, now or at any time in effect) which grant a possessory interest in, or the right to use, all or any part of the Mortgaged Property, together with all related security and other deposits (collectively, the "Leases"), (8) all of the rents, revenues, income, proceeds, profits, security and other types of deposits, and other benefits paid or payable by parties to the Leases other than Borrower for using, leasing, licensing, possessing, operating from, residing in, selling or otherwise enjoying the Mortgaged Property, including, without limitation, all receivables, rentals, receipts and payments received from the rental of guest/hotel rooms, suites, meeting rooms, beverage or food sales, and facilities, vending machines, telephone systems, guest laundry and all other payments received from guests or visitors of the Mortgaged Property and other items of revenue, receipts or income as identified in the Uniform System of Accounts for the Lodging Industry (9th Revised Edition, 1996) of the Hotel Association of New York City, Inc., as adopted by the American Hotel and Motel Association (collectively, the "Rents"), (9) all other agreements, such as construction contracts, architects' agreements, engineers' contracts, utility contracts, maintenance agreements, management agreements, service contracts, permits, licenses, certificates and entitlements in any way relating to the development, construction, use, occupancy, operation, maintenance, enjoyment, acquisition or ownership of the Mortgaged Property (collectively, the "Property Agreements"), (10) all rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages and appurtenances appertaining to the foregoing, and all right, title and interest, if any, of Borrower in and to any streets, ways, alleys, strips or gores of land adjoining the Land or any part thereof, (11) all accessions, replacements and substitutions for any of the foregoing and all proceeds thereof, (12) all insurance policies, unearned premiums therefor and proceeds from such policies covering any of the above property now or hereafter acquired by Borrower (13) all mineral, water, oil and gas rights now or hereafter acquired and relating to all or any part of the Mortgaged Property, and (14) all of Borrower's right, title and interest in and to any awards, remunerations, reimbursements, refunds, settlements or compensation heretofore made or hereafter to be made by any governmental authority pertaining to the Land, Improvements, Fixtures or Personalty. As used in this Exhibit, the term "Mortgaged Property" shall mean all or, where the context permits or requires, any portion of the above or any interest therein.

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EXHIBIT "A-1"

PARCEL 1:

A PARCEL OF LAND, BEING A PART OF THE LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, BEING THE WHOLE OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LOCATED AND DESCRIBED AS FOLLOWS:

COMMENCING ON THE EAST LINE OF NORTH COLUMBUS DRIVE, 110 FEET WIDE, (AS SAID NORTH COLUMBUS DRIVE WAS DEDICATED AND CONVEYED TO THE CITY OF CHICAGO BY INSTRUMENT RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON JUNE 5, 1972 AS DOCUMENT NUMBER 21925615) AT A POINT WHICH IS 768.878 FEET, MEASURED ALONG SAID EAST LINE, NORTH FROM THE POINT OF INTERSECTION OF SAID EAST LINE, (EXTENDED SOUTH) WITH THE NORTH LINE OF EAST RANDOLPH STREET, (AS SAID EAST RANDOLPH STREET WAS DEDICATED AND CONVEYED TO THE CITY OF CHICAGO BY INSTRUMENT RECORDED IN SAID RECORDER'S OFFICE ON DECEMBER 11, 1979 AS DOCUMENT NUMBER 25276446), AND RUNNING THENCE EAST ALONG A LINE PERPENDICULAR TO SAID EAST LINE OF NORTH COLUMBUS DRIVE (SAID PERPENDICULAR LINE BEING ALSO THE NORTH LINE OF THE ARCADE LEVEL PARK AS SAID ARCADE LEVEL PARK IS LOCATED AND DEFINED IN THE AMENDATORY LAKE FRONT ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON SEPTEMBER 17, 1969), A DISTANCE OF 381.738 FEET; THENCE NORTH ALONG A LINE PERPENDICULAR TO SAID LAST DESCRIBED COURSE, A DISTANCE OF 146.625 FEET, TO THE POINT OF BEGINNING FOR THE PARCEL OF LAND HEREINAFTER DESCRIBED; THENCE CONTINUING NORTH ALONG SAID LAST DESCRIBED PERPENDICULAR LINE, A DISTANCE OF 141.107 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF EAST WACKER DRIVE AS SAID EAST WACKER DRIVE WAS DEDICATED AND CONVEYED TO THE CITY OF CHICAGO BY THE AFORESAID INSTRUMENT RECORDED AS DOCUMENT NUMBER 21925615; THENCE WESTWARDLY ALONG SAID SOUTHERLY LINE OF EAST WACKER DRIVE (SAID SOUTHERLY LINE BEING HERE A STRAIGHT LINE DEFLECTING 85 DEGREES 24 MINUTES 29 SECONDS TO THE LEFT FROM A NORTHWARD EXTENSION OF THE LAST DESCRIBED COURSE), A DISTANCE OF 12.571 FEET; THENCE CONTINUING WESTWARDLY ALONG SAID SOUTHERLY LINE OF EAST WACKER DRIVE, SAID SOUTHERLY LINE BEING HERE THE ARC OF A CIRCLE WHICH IS TANGENT TO THE LAST DESCRIBED COURSE, IS CONVEX TO THE SOUTH AND HAS A RADIUS OF 140.488 FEET, A DISTANCE OF 162.710 FEET; THENCE CONTINUING WESTWARDLY ALONG SAID SOUTHERLY LINE OF EAST WACKER DRIVE, SAID SOUTHERLY LINE BEING HERE A STRAIGHT LINE WHICH IS TANGENT TO THE LAST DESCRIBED COURSE, A DISTANCE OF 47.914 FEET TO AN INTERSECTION WITH A LINE 160.571 FEET, MEASURED PERPENDICULARLY, EAST FROM AND PARALLEL WITH SAID EAST LINE, AND NORTHWARD EXTENSION THEREOF, OF NORTH COLUMBUS DRIVE; THENCE SOUTH ALONG SAID PARALLEL LINE A DISTANCE OF 170.325 FEET TO A POINT WHICH IS 146.625 FEET NORTH FROM THE AFOREMENTIONED NORTH LINE OF THE ARCADE LEVEL PARK; THENCE EAST ALONG A LINE PERPENDICULAR TO SAID LAST DESCRIBED COURSE, A DISTANCE OF 221.167 FEET, TO THE POINT OF BEGINNING IN COOK COUNTY ILLINOIS.

PARCEL 2:

CONTINUED ON NEXT

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PERPETUAL AND NON-EXCLUSIVE EASEMENT TO INSTALL, USE, MAINTAIN, REPAIR AND REPLACE UNDERGROUND STORM SEWER, SANITARY SEWER, WATER, GAS AND ELECTRIC LINES IN THE 15 FOOT WIDE STRIP OF LAND (HEREIN CALLED "UTILITY EASEMENT AREA") TO SERVE PARCEL 1 FROM THE EXISTING 66 FOOT UTILITY EASEMENT, AS CREATED BY INSTRUMENT TITLED "EASEMENTS, COVENANTS AND RESTRICTIONS" RECORDED JUNE 30, 1986 AS DOCUMENT NUMBER 86267044, OVER THE FOLLOWING DESCRIBED LAND:

A PARCEL OF LAND, BEING A PART OF THE LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, BEING THE WHOLE OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 3rd NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH PARCEL OF LAND IS BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING ON THE EAST LINE OF NORTH COLUMBUS DRIVE (AS SAID NORTH COLUMBUS DRIVE WAS DEDICATED AND CONVEYED TO THE CITY OF CHICAGO BY INSTRUMENT RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON JUNE 5, 1972 AS DOCUMENT NUMBER 21925615) AT A POINT WHICH IS 244.72 FEET, MEASURED ALONG SAID EAST LINE, NORTH FROM THE POINT OF INTERSECTION OF SAID EAST LINE, EXTENDED SOUTH, WITH THE NORTH LINE, EXTENDED EAST, OF EAST RANDOLPH STREET; AND RUNNING THENCE EAST ALONG A LINE PERPENDICULAR TO SAID EAST LINE OF NORTH COLUMBUS DRIVE (SAID PERPENDICULAR LINE BEING ALSO THE NORTH LINE OF A CERTAIN STRIP OF LAND, 66 FEET WIDE, CONVEYED TO THE CITY OF CHICAGO FOR PUBLIC UTILITIES BY INSTRUMENT RECORDED IN SAID RECORDER'S OFFICE ON MAY 14, 1962 AS DOCUMENT NUMBER 18474622) A DISTANCE OF 170.571 FEET TO THE POINT OF BEGINNING AT THE SOUTHWEST CORNER OF THE HEREAFTER DESCRIBED PARCEL OF LAND; THENCE NORTH ALONG A LINE PARALLEL WITH SAID EAST LINE OF NORTH COLUMBUS DRIVE, A DISTANCE OF 70.783 FEET; THENCE EAST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 15.00 FEET; THENCE SOUTH ALONG A LINE PARALLEL WITH SAID EAST LINE OF NORTH COLUMBUS DRIVE, A DISTANCE OF 70.783 FEET TO SAID NORTH LINE OF THE STRIP OF LAND CONVEYED TO THE CITY OF CHICAGO FOR PUBLIC UTILITIES; THENCE WEST ALONG SAID LINE A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

17 10 318 025

323 E Wacker Drive