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Cook County Recorder 43.50

Prepared by and
When Recorded Return to:

John M. Rafkin
Sidley & Austin
One First National Plaza
Chicago, Illinois 60603



NEAR NORTH NATIONAL
222 N. LA SALLE ST.
CHICAGO, ILLINOIS 60601
FILE NO. N9900065

EXECUTION COPY

AMENDMENT AGREEMENT

THIS AMENDMENT AGREEMENT ("Agreement") is made as of this 13th day of January, 1999, but is effective as of December 15, 1998, by and among Citicorp Real Estate, Inc., a Delaware corporation (together with its successors and assigns, "Lender") and 35 Wacker Venture L.L.C., a Delaware limited liability company ("Borrower").

RECITALS

A. Borrower and Lender, together with certain other entities, are parties to that certain Assumption Amendment and Release Agreement dated as of December 15, 1997 and recorded on December 18, 1997 with the Cook County, Illinois Recorder of Deeds as Document Number 97952840 (the "Assumption Agreement") with respect to the assumption and amendment of a certain \$230,000,000.00 loan more particularly described in the Loan Documents (the "Loan"), made by Lender in connection with the construction and operation of certain improvements located on the real estate described on Exhibit A attached hereto and hereby made a part hereof (the "Land").

B. All capitalized terms used herein which are not otherwise defined herein shall have the meanings set forth in the Loan Agreement (as defined in, and as amended by the Assumption Agreement).

C. Borrower desires, among other things (i) to repay a portion of the Loan such that the principal amount outstanding under the Loan shall be, as of the date hereof, ONE HUNDRED FORTY-FIVE MILLION AND NO/100 DOLLARS (\$145,000,000.00) (the "Reduced Loan Amount"), (ii) to permanently reduce Lender's commitment to lend to the Borrower under the Loan Documents to an amount equal to the Reduced Loan Amount, (iii) to extend the Loan Maturity until March 15, 1999 and (iv) to increase the interest rate payable on the Reduced Loan Amount.

D. Lender is willing to permit the amendments described in the foregoing recital, subject to the terms and provisions of this Agreement.

E. The parties to this Agreement desire to amend the Assumption Agreement and certain of the provisions of the other Loan Documents, as more particularly set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement hereby agree as follows:

1. Incorporation. The foregoing recitals are incorporated herein by this reference.
2. Conditions Precedent. The following are conditions precedent to the effectiveness of this Agreement. The effective date of this Agreement (the "Effective Date") shall be the date that all of such conditions precedent have been fully satisfied in Lender's sole discretion or waived in writing by Lender:
 - (a) Receipt and approval by Lender of a marked-up date-down endorsement to the Title Policy, dated as of the Effective Date, issued by Near North National Title Corporation as issuing agent (the "Title Company"), in form and substance acceptable to Lender;
 - (b) Receipt of a fully executed original of this Agreement and any other documents and agreements which are required pursuant to this Agreement, in form and substance acceptable to Lender;
 - (c) Delivery of a fully executed copy of this Agreement to the Title Company for recordation in the Recorder's Office of Cook County (the "Recorder");
 - (d) Reimbursement by Borrower of Lender's costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby, including, without limitation, attorneys' fees;
 - (e) The representations and warranties contained herein shall be true and correct;

(f) Payment of such amounts as are required to reduce the principal amount of the Loan to \$145,000,000.00, together with (i) all interest accrued to date on the outstanding principal amount of the Loan and (ii) any amounts payable as a result of loss or expense incurred by Lender (or any of its participants) in connection with the breakage or termination of LIBOR interest rate contracts;

(g) Payment in full of the Fee (as hereinafter defined) by Borrower;

(h) Receipt of legal opinions from counsel to Borrower, in form and substance satisfactory to Lender;

(i) Receipt of certified copies of the organizational documents of Borrower, including, without limitation, articles of organization, the limited liability company agreement (or in the alternative, a certificate that the foregoing documents have not been amended since the effective date of the Assumption Agreement) together with an incumbency certificate, resolution and consents from Borrower's members;

(j) Receipt of an indemnity in accordance with Section 9 hereof; and

(k) Receipt of such other documents and instruments as Lender may request.

Except as may otherwise be agreed in writing between Lender and Borrower, Lender's unconditional delivery of executed counterparts of this Agreement to Borrower or Lender's agreement to release previously delivered counterparts from escrow, shall be deemed to be Lender's agreement that the conditions precedent to the Effective Date have occurred, including, without limitation, the payments required hereby.

Lender hereby acknowledges and agrees that no default shall have been deemed to have occurred under the Assumption Agreement notwithstanding the fact that the Loan was not paid in full on or prior to December 15, 1998.

3. Reduction. Effective as of the Effective Date, the amount of the outstanding principal amount of the Loan shall be permanently reduced to the Reduced Loan Amount, and Lender's commitment to lend under the Loan Documents shall be permanently reduced to the Reduced Loan Amount.

4. Borrower's Representations and Warranties. To induce Lender to execute this Agreement and perform the obligations of Lender hereunder, Borrower hereby represents and warrants to Lender that, as of the Effective Date:

(a) Borrower is a limited liability company duly formed and validly existing under the laws of the State of Delaware, and is in good standing under the laws of the State of Delaware. Borrower is qualified and authorized to do business in the State of Illinois. The sole members of Borrower are Buck 35 Wacker L.L.C., SOFI IV Arizona, Inc. and LBC. A true, correct and complete copy of the Limited Liability Company Agreement, dated December 15,

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1997, of Borrower (the "LLC Agreement") has been delivered to Lender heretofore. The LLC Agreement is in full force and effect as of the date hereof, and has not been amended, restated or otherwise modified.

(b) Borrower has full power and authority to perform the obligations and carry out the duties imposed upon Borrower by this Agreement, and Borrower has taken all action necessary to carry out its obligations and duties in connection with the Loan and this Agreement. This Agreement has been duly and properly authorized, executed and delivered by Borrower. Borrower has obtained all consents to the transactions contemplated by this Agreement which may be required by any agreement by which Borrower may be bound.

(c) The execution, delivery and performance of this Agreement, and compliance with the provisions of this Agreement, will not constitute either (i) a breach or default under any indenture, mortgage, deed of trust, franchise, permit, license, note or other agreement or instrument to which Borrower is a party or by which Borrower may be bound or (ii) a violation of any Law which may affect Borrower or, to the best of Borrower's knowledge, the Premises, any part thereof, any interest therein, or the use thereof.

(d) No actions, suits or proceedings are pending or, to the best of Borrower's knowledge, threatened which would have a material adverse effect on Borrower's ability to undertake its obligations under this Agreement and the Loan Documents. No liens (with the exception of liens in favor of Lender) will be created against Borrower by the execution and delivery of this Agreement by Borrower.

(e) Borrower does not, and while the Loan is outstanding Borrower will not, have an "employee benefit plan" as defined in Section 3(3) of ERISA (as hereinafter defined) which is subject to Title IV of ERISA. Neither Borrower, nor a member of Borrower, nor a partner, stockholder or member of a member of Borrower, is a "party in interest," as such term is defined in Section 3(14) of ERISA, or a "disqualified person," as such term is defined in Section 4975(e)(2) of the Internal Revenue Code, and neither the execution or delivery of this Agreement or any of the Loan Documents nor the consummation of any of the transactions contemplated thereby will involve any nonexempt "prohibited transaction" within the meaning of Section 406 of ERISA or Section 4975 of the Internal Revenue Code. Borrower constitutes a "real estate operating company" within the meaning of the United States Department of Labor regulations published at 29 C.F.R. Section 2510.3-101 and, accordingly, the assets of Borrower will not be considered assets of a plan for purposes of ERISA and the prohibited transaction provisions of Section 4975 of the Internal Revenue Code. For purposes hereof, "ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated thereunder from time to time.

(f) Borrower is not a "foreign person" within the meaning of Section 1445 or 7701 of the Internal Revenue Code.

(g) As of the date hereof, there are no contracts or other agreements between Borrower and any affiliate, parent or subsidiary of Borrower in effect with respect to the

Premises, other than the management agreement between Borrower and JBC/Star Management Venture LLC and the Lease.

(h) The chief executive office of Borrower is located in Cook County, Illinois.

5. No Other Amendments of Loan Documents. Borrower acknowledges and agrees that, except as expressly provided herein, Lender has not waived any right of Lender or obligation of Borrower under the Loan Documents and Lender has not agreed to any modification of any provision of any Loan Document.

6. Confirmation of Security Interest. Nothing contained herein shall affect or be construed to affect any lien, charge or encumbrance created by any Loan Document or the priority of that lien, charge or encumbrance.

7. Amendments to Loan Documents. Borrower and Lender hereby agree to the following amendments to the Loan Documents, and agree that such amendments shall be effective, upon (but not before) the Effective Date.

(a) All provisions contained in the Loan Documents referring to the amount of the Loan shall be amended such that the principal amount of the Loan outstanding as of the Effective Date shall be ONE HUNDRED FORTY-FIVE MILLION AND NO/100 DOLLARS (\$145,000,000.00). In no event shall Lender be obligated to advance funds to Borrower in excess of the Reduced Loan Amount.

(b) Section 4.4 of the Loan Agreement is deleted in its entirety and replaced with the following:

"4.4 The unpaid principal balance, all accrued and unpaid interest and all other sums due and payable under the Note and the other Loan Documents, if not sooner paid, shall be paid in full on March 15, 1999 (the "Loan Maturity"). The Loan shall be subject to the conditions set forth in the Loan Documents applicable to the Term Phase."

(c) Section 13.2(vii) to the Loan Agreement is deleted in its entirety and replaced with the following:

"(vii) the amount of the insurance proceeds obtained in connection with such casualty is less than \$145,000,000.00."

(d) Amendment to the Mortgage. The date "December 15, 1998" set forth in the fourth (4th) "WHEREAS" clause of the Mortgage is hereby deleted in its entirety and replaced with the date "March 15, 1999".

(e) Amendment to the Note. The Note is hereby amended so that the following term shall have the following definition:

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"LIBOR Determined Rate" shall mean a rate per annum for any Interest Period equal to the Adjusted LIBOR Rate plus 2.75% per annum.

It is expressly understood and agreed that the amendment to the Note set forth herein amend and modify without repaying the outstanding promissory note and this Agreement is in no way intended to constitute a novation of the Note or in any way impair or modify the priority of the Mortgage or any of the other Loan Documents.

8. Fee. Borrower shall pay to Lender on the Effective Date, an amount equal to \$1,000,000.00 (the "Fee"), such Fee satisfying in full Borrower's obligation to pay the Exit Fee under the Assumption Agreement.

9. Indemnity. As a condition precedent to the Effective Date, Borrower shall deliver to Lender an indemnity from SOFI IV Arizona, Inc., a Delaware corporation ("Guarantor") in form and substance satisfactory to Lender.

The parties hereto acknowledge and agree that the Cash held by Lender in lieu of the Letter of Credit has been applied by Lender on account of the principal amount of the Loan.

10. Miscellaneous

(a) Non-Waiver of Remedies. No waiver of any breach or default of any provision of this Agreement shall constitute or be construed as a waiver by Lender of any subsequent breach or default or of any breach or default of any other provision of this Agreement.

(b) Captions. The captions and headings of the various sections of this Agreement are for convenience only and are not to be considered as defining or limiting, in any way, the scope or intent of the provisions hereof.

(c) Entire Agreement; Modification; Waiver. This Agreement and any other documents or instruments delivered in connection herewith, together with the Loan Documents (as amended by the Assumption Agreement), constitute the entire agreement among the parties with respect to the subject matter hereof and supersede all prior agreements (written and oral) discussions and negotiations relating to the subject matter hereof. Neither Lender nor any employee of Lender has made or is authorized to make any representation or agreement upon which Borrower may rely unless such matter is in writing signed by an authorized officer of Lender. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is sought.

(d) Governing Law. **THIS AGREEMENT IS A CONTRACT ENTERED INTO AND TO BE PERFORMED IN THE STATE OF ILLINOIS AND SHALL BE GOVERNED BY AND CONSTRUED UNDER THE INTERNAL LAWS (AS OPPOSED TO THE LAWS OF CONFLICTS) OF THE STATE OF ILLINOIS.**

(e) Disclaimer. This Agreement is made for the sole benefit of the parties hereto (and Lender's successors and assigns and participants, if any), and no other person or persons shall have any benefits, rights or remedies under or by reason of this Agreement, or by reason of any actions taken by Lender pursuant to this Agreement. Lender shall not be liable to any party for any debts or claims accruing in favor of any such party against Borrower or others or against the Premises. Borrower is not and shall not be an agent of Lender for any purpose. Except as expressly set forth in the Loan Documents, Lender is not and shall not be an agent of Borrower for any purpose. Lender, by making the Loan, entering into this Agreement or taking any action pursuant to any of the Loan Documents, shall not be deemed a partner or a joint venturer with Borrower, or a fiduciary of Borrower.

(f) Definitions Included. Definitions contained in this Agreement which identify documents, including any of the Loan Documents, shall be deemed to include all amendments and supplements to such documents from the date hereof, and all future amendments and supplements thereto entered into from time to time to satisfy the requirements of this Agreement or otherwise with the consent of Lender. Reference to this Agreement contained in any of the foregoing documents shall be deemed to include all amendments and supplements to this Agreement.

(g) Time Is Of The Essence. Time is hereby declared to be of the essence of this Agreement and of every part hereof.

(h) Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

(i) Severability. The parties hereto intend and believe that each provision in this Agreement comports with all applicable Law and judicial decisions. However, if any provision of this Agreement is found by a court of law of competent jurisdiction to be in violation of any applicable Law and if such court declares such provision to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent of all parties to this Agreement that such provision shall be given force to the fullest possible extent that it is legal, valid and enforceable, and that the remainder of this Agreement shall be construed as if such illegal, invalid, unlawful, void, or unenforceable provision was not contained herein, and that the rights, obligations, and interests of the parties to this Agreement under the remainder of this Agreement shall continue in full force and effect.

(j) Waiver of Jury Trial. BORROWER AND LENDER EACH HEREBY WAIVES ANY RIGHT TO A TRIAL BY A JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT OR UNDER ANY OF THE LOAN DOCUMENTS OR RELATING THERETO OR ARISING FROM THE RELATIONSHIP WHICH IS THE SUBJECT OF THIS AGREEMENT AND THE LOAN DOCUMENTS, AND EACH OF THE FOREGOING PARTIES AGREES THAT ANY SUCH

ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

(k) Conflicts with Loan Documents; Ratification. In the event of any conflict between the terms and provisions of this Agreement and the terms and provisions of any of the Loan Documents, the terms and provisions of this Agreement shall control. Except to the extent expressly amended pursuant to the terms of this Agreement, all of the Loan Documents shall remain in full force and effect and are hereby ratified by Borrower and Lender.

(l) Successors and Assigns. Subject to the restrictions on Transfer contained in the Loan Documents (as amended by this Agreement), this Agreement shall inure to the benefit of and shall be binding on the parties hereto and their respective heirs, executors, legal representatives, successors and permitted assigns.

(m) Further Assurances. The parties hereby agree to execute and deliver such other instruments and documents as shall be reasonably requested to fully implement the transactions contemplated by this Agreement.


(n) Estoppel Certificate. Borrower shall promptly deliver to Lender a copy of any estoppel certificate obtained from UBC in connection with Borrower's refinancing of the Loan.

(o) Right of First Refusal. Lender acknowledges that it has waived any of its rights under Paragraph 15 of the Assumption Agreement.

IN WITNESS THEREOF, the parties to this Agreement have caused this Agreement to be duly executed as of the date first above written.

LENDER:

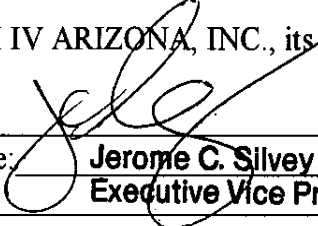
CITICORP REAL ESTATE, INC., a Delaware corporation

By: 
Name: ANNA URBOUTIN
Its: V.P.

BORROWER:

35 W. WACKER VENTURE L.L.C., a Delaware limited liability company

By: SOFI IV ARIZONA, INC., its Manager

By: 
Name: Jerome C. Silvey
Its: Executive Vice President

Property of Cook County Clerk's Office

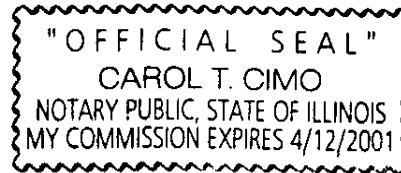
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, CAROL T. CIMO, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Anna Urquiza, the Vice President of Citicorp Real Estate, Inc., a Delaware corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as 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 13th day of January, 1999.

Carol T. Cimo
Notary Public

My commission expires 4/12/2001



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EXHIBIT A

LEGAL DESCRIPTION OF LAND

LOTS 1, 3 AND 4 IN THE LEO BURNETT RESUBDIVISION OF A TRACT OF LAND IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 15, 1990 AS DOCUMENT NUMBER 90117214, IN COOK COUNTY, ILLINOIS.

Common Address: 35 W. Wacker Drive, Chicago, Illinois

PIN:	LOT 1	17-09-426-030
	LOT 3	17-09-426-032
	LOT 4	17-09-426-033