

THIS DOCUMENT WAS PREPARED BY AND WHEN RECORDED RETURN BY
MAIL TO:

Todd Finnely
Fremont Investment & Loan
303 W. Madison Street, Suite 500
Chicago, Illinois 60606
Attention: Commercial Real Estate
Loan No.: 950113460



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NONDISTURBANCE AND ATTORNMENT AGREEMENT

THIS NONDISTURBANCE AND ATTORNMENT AGREEMENT (the "Agreement") is made as of APRIL 1, 1999, by and between: 11 South LaSalle, LLC, a Delaware limited liability company ("Landlord"), whose address is c/o European American Realty, Ltd., 737 North Michigan Avenue, Suite 900, Chicago, Illinois 60611, Security Capital Investment Research Corporation, a Delaware corporation ("Tenant"), whose address is 11 South LaSalle Street, Chicago, Illinois, 60603, Security Capital Group Incorporated, a Maryland corporation ("Guarantor"), whose address is 125 Lincoln Avenue, 3rd Floor, Santa Fe, New Mexico 87501, and **FREMONT INVESTMENT & LOAN**, a California industrial loan association ("Lender"), whose address is 175 N. Riverview Drive, Anaheim, California 92808, Attn: Commercial Real Estate Department, Loan No.950113460, with respect to the following Recitals:

RECITALS

- A. Landlord is the owner of the real property described on Exhibit A attached hereto, together with the improvements now or hereafter located thereon (collectively, the "Project").
- B. Landlord and Lender are the parties to that certain Loan and Security Agreement of even date herewith (the "Loan Agreement"), pursuant to the terms of which Lender has agreed to make a loan of up to Fourteen Million Dollars (\$14,000,000) (the "Loan") to Landlord. The Loan is evidenced by that certain Secured Promissory Note of even date herewith, in the original principal amount of the Loan, executed by Landlord in favor of Lender (the "Note"). The Note is secured, inter alia, by that certain Mortgage and Fixture Filing of even date herewith executed by Landlord in favor of Lender (the "Mortgage") encumbering the Project, recorded concurrently herewith in the Official Records of Cook County, Illinois (the "Official Records"), and by that certain Assignment of Rents and Leases of even date herewith executed by Landlord in favor of Lender (the "Assignment of Rents") encumbering the Project, recorded concurrently herewith in the Official Records. The Loan Agreement, the Note, the Mortgage, the Assignment of Rents and all other documents securing, or executed in connection with, the Loan, together with all renewals, substitutions, extensions, modifications or replacements thereof, are collectively referred to herein as the "Loan Documents."
- C. Tenant and Landlord have entered into that certain lease dated July 22, 1997, as amended from time to time (as so amended, the "Lease"), pursuant to which Landlord leased to Tenant a portion of the Project more particularly described in the Lease (the "Leased Premises").
- D. Pursuant to that certain guaranty dated March 12, 1999 (the "Guaranty"), Guarantor has guaranteed certain of Tenant's obligations under the Lease.
- E. Lender has required the execution and delivery of this Agreement as a condition precedent to the closing of the Loan.

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Loan Disbursements.**

Tenant and Guarantor agree and acknowledge that in making disbursements of the Loan, Lender is under no obligation or duty to, nor has Lender represented that it will, see to the application of the Loan proceeds by the person or persons to whom Lender disburses the Loan proceeds, and any application or use of the Loan proceeds for purposes other than those provided for in the Loan Documents shall not defeat in whole or in part the agreements set forth herein.

2. **Nondisturbance and Attornment.**

If the interest of Landlord under the Lease is transferred by reason of any foreclosure of the Mortgage or by deed in lieu of or in aid thereof, Purchaser (as hereinafter defined) shall be bound to Tenant, and Tenant and Guarantor shall be bound to Purchaser, under all of the terms, covenants and conditions of the Lease and the Guaranty (except as provided in Section 5 hereof) for the balance of the term thereof (including any extension rights, if exercised), with the same force and effect as if Purchaser were the original landlord under the Lease and the original holder under the Guaranty. Tenant and Guarantor hereby attorn to Purchaser as the landlord under the Lease and the holder of the Guaranty, which attornment shall be effective and self-operative without the execution of any further instruments upon Purchaser's succeeding to the interest of the landlord under the Lease. Tenant and Guarantor expressly acknowledges and agrees that a default by Tenant or Guarantor under the Lease or the Guaranty, after the expiration of any applicable cure periods specifically provided for under the Lease or the Guaranty, (a) shall terminate Lender's nondisturbance agreements set forth herein only at Lender's election in its sole discretion, and (b) shall not terminate Tenant's and Guarantor's attornment agreement or any other agreements by Tenant or Guarantor set forth herein. Without limiting the generality of this Section 2, within thirty (30) days after the request of Landlord, Lender or any Purchaser, Tenant and Guarantor shall execute and deliver such documents as are reasonably requested by such party to reflect such attornment. Within thirty (30) days after the request of any Purchaser, Tenant shall enter into a new lease of the Leased Premises with such Purchaser for the balance of the then remaining term of the Lease and upon the same terms and conditions as are then contained in the Lease and Guarantor shall enter into a new guaranty of such new lease and upon the same terms and conditions as are then contained in the Guaranty. As used herein, "Purchaser" shall mean a transferee (including, without limitation, Lender and its affiliates and subsidiaries) which acquires the interest of Landlord in the Leased Premises through a foreclosure of the Mortgage or a deed in lieu or in aid thereof, and its successors and assigns.

3. **Tenant and Guarantor Agreements.**

Tenant and Guarantor agree that:

A. Tenant or Guarantor, as applicable, shall send a copy of any notice of a default by Landlord under the Lease to Lender at or about the same time such notice is sent to Landlord, but failure to send a copy of such notice shall not waive such default; and

B. Without Lender's prior written consent, Tenant and Guarantor shall not (i) pay any rent (however denominated) or other charges under the Lease more than one (1) month in advance or, (ii) cancel, terminate or surrender the Lease or the Guaranty, except at the normal expiration of the Lease term or as expressly provided for in the Lease or the Guaranty or pursuant to applicable law, or (iii) enter into any amendment or modification of the Lease or the Guaranty. Lender's consent to any amendment or modification of the Lease or the Guaranty shall not be unreasonably withheld, conditioned or delayed. Any amendment or modification entered into without Lender's consent shall not be valid; and

C. Upon the occurrence of any event of default by Landlord under the Loan Documents and the expiration of any applicable cure periods expressly provided for under the Loan Documents, Lender, at all times,

independent of Landlord, shall have the standing and right to enforce, by injunction or otherwise, all or any provisions in the Lease as though Lender originally was a party thereto.

Tenant further agrees that any right of first offer to purchase, right of first refusal to purchase or purchase option set forth in the Lease or in any other agreement shall not apply to, or be exercisable by Tenant with respect to, the transfer of the Project and/or the Leased Premises through the foreclosure of the Mortgage or a deed in lieu or in aid thereof or to any subsequent transfer by Purchaser.

4. **Assignment of Rents.**

Tenant and Guarantor agrees to recognize the assignment from Landlord to Lender of the Lease and the amounts payable thereunder pursuant to the Mortgage and the Assignment of Rents and, in the event of any default by Landlord under the Loan Documents and the expiration of any applicable cure period expressly set forth therein, Tenant and Guarantor shall pay to Lender, as such assignee, the rents and other amounts which are or become due under the Lease or the Guaranty from and after the date on which Lender gives Tenant and Guarantor written notice that such rent and other amounts are to be paid to Lender pursuant to the Mortgage or the Assignment of Rents. In complying with the provisions of this Section 4, Tenant and Guarantor shall be entitled to rely solely upon the notices given by Lender pursuant to the Mortgage or the Assignment of Rents and Landlord hereby indemnifies and agrees to defend and hold Tenant harmless from and against any and all expenses, loss, claims, damage or liability arising out of Tenant's and Guarantor's compliance with such notice or performance of the obligations under the Lease by the Tenant or Guarantor made in good faith in reliance on and pursuant to such notice. Tenant and Guarantor shall be entitled to full credit under the Lease or the Guaranty, as applicable, for any rents paid to Lender in accordance with the provisions hereof. Any dispute between Lender (or any other Purchaser) and Landlord as to the existence or nature of a default by Landlord under the terms of the Loan Documents or with respect to the foreclosure of the Mortgage, shall be dealt with and adjusted solely between Lender (or such other Purchaser) and Landlord, and Tenant and Guarantor shall not be made a party thereto unless joinder is required by law, Landlord, Tenant, and Lender agreeing that, notwithstanding the joinder of Tenant in such proceeding, Lender shall, subsequent to judgement in such proceeding recognize Tenant and all its rights under the Lease).

5. **Lender's Obligations.**

Nothing in this Agreement and no action taken by Lender to enforce any provision in the Lease shall be deemed or construed to constitute an agreement by Lender to perform or assume any covenant of Landlord as landlord under the Lease unless and until Lender obtains title to the Leased Premises by foreclosure of the Mortgage or a deed in lieu or in aid thereof. Without limiting any of Tenant's or Guarantor's rights against Landlord under the Lease or the Guaranty, in the event Lender acquires title to the Leased Premises, Lender shall:

A. only be liable for any damage or other relief attributable to any act or omission accruing during Lender's period of ownership of the Leased Premises, regardless of whether such acts or omissions commenced prior to such period of ownership. For example, if the Lease provides that the failure of the Landlord to repair a hole in the roof entitles the Tenant to offset rent for the number of days that the roof is not repaired, and if the hole in the roof occurred 60 days prior to Lender's acquisition of title and was not repaired for another 30 days thereafter, Tenant would only be entitled to offset against its rental obligations owed to Lender 30 days rental and would retain a claim against Landlord for 60 days rental;

B. only be responsible for representations, warranties and covenants of Landlord to the extent that such representations, warranties and covenants apply to the Project and relate to the operation of the Project during Lender's period of ownership of the Leased Premises;

C. be liable only for any security deposit actually delivered to Lender; and

D. have its obligations and liabilities limited to the then interest, if any, of Lender in the Project, without consideration of any mortgage liens placed on the Project by Lender. Tenant and Guarantor shall look exclusively to such interest of Lender, if any, in the Project for the payment and discharge of any obligations imposed upon Lender

hereunder or under the Lease or the Guaranty and Tenant and Guarantor release Lender from any other liability hereunder and under the Lease and the Guaranty.

Nothing contained in this Section shall be deemed to limit or affect Tenant's claims against Landlord for any breaches of the Landlord's obligations under the Lease, or for any breaches of Landlord's representations, warranties and covenants under the Lease, or for return of any security deposit under the Lease first arising on or before the date of transfer of the Property to Lender or a Purchaser, and no transfer of the Project to Lender shall release Landlord from any of its Lease obligations as so described in this sentence, notwithstanding anything to the contrary in the Lease.

6. **Estoppel Certificate.**

Tenant agrees, from time to time (but not more than two (2) times a year), within ten (10) business days after Lender's request, to execute and deliver to Lender or Lender's designee, any estoppel certificate reasonably requested by Lender, stating that the Lease is in full force and effect, the date to which rent has been paid, that Landlord is not in default under the Lease (or specifying in detail the nature of Landlord's default), and such other matters relating to the Lease as may be reasonably requested by Lender.

7. **No Merger.**

The parties agree that, without Lender's prior written consent, Landlord's estate in and to the Project and the leasehold estate created by the Lease shall not merge but shall remain separate and distinct, notwithstanding the union of such estates in Landlord, Tenant or any third party by purchase, assignment or otherwise.

8. **Entire Agreement.**

This Agreement shall be the whole and only agreement with regard to the matters set forth herein, and shall supersede and cancel any prior agreements with respect thereto, including, without limitation, any provisions contained in the Lease relating thereto.

9. **Counterparts.**

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. Signature and acknowledgment pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document, which may be recorded.

10. **Modifications, Successors and Assigns.**

This Agreement may only be modified in writing signed by all of the parties hereto or their respective successors in interest. This Agreement, including without limitation the provisions of Section 5, shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns.

11. **Attorneys' Fees.**

If any lawsuit or other proceeding is commenced which arises out of, or which relates to this Agreement, including any alleged tort action, the prevailing party shall be entitled to recover from each other party such sums as the court or other party presiding over such action or proceeding may adjudge to be reasonable attorneys' fees and costs in the action or proceeding, in addition to costs and expenses otherwise allowed by law. Any such attorneys' fees and costs incurred by any party in enforcing a judgment in its favor under this Agreement shall be recoverable separately from and in addition to any other amount included in such judgment and shall survive and not be merged into any such judgment. The obligation to pay such attorneys' fees and costs is intended to be severable from the other provisions of this Agreement.

12. **Governing Law.**

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois.

13. **Notices.**

Any notice, or other document or demand required or permitted under this Agreement shall be in writing addressed to the appropriate address set forth above and shall be deemed delivered on the earliest of (a) actual receipt, (b) the next business day after the date when sent by recognized overnight courier, or (c) the second business day after the date when sent by registered or certified mail, postage prepaid. Any party may, from time to time, change the address at which such written notices or other documents or demands are to be sent, by giving the other parties written notice of such change in the manner hereinabove provided.

14. Lender acknowledges that all of the personal property owned by Tenant and located on the Leased Premises shall be and remain the personal property of Tenant, and the lien of the Mortgage and any other Loan Document shall not be attached to such personalty.

15. Lender acknowledges and consents to the payments of Landlord's Maximum Contribution pursuant to Section III of the Fourth Amendment.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

"Lender"

FREMONT INVESTMENT & LOAN, a California industrial loan association

By: [Signature]
Its: Vice President

"Tenant"

Security Capital Investment Research Incorporated, a Delaware corporation

By: [Signature]
Its: Secretary

"Guarantor"

Security Capital Group Incorporated, a Maryland corporation

By: [Signature]
Its: Vice President

"Landlord"

11 South LaSalle, LLC, a Delaware limited liability company

By: [Signature]
Its: Operational manager

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99339848

[CORPORATION]

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

FREMONT
INVESTMENT
\$ LOAN

I, TODD W. FINNELLY, a notary public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY that SCOTT MANLIN personally known to me to be the VICE President of
a CALIFORNIA corporation, and _____ personally known to me to be the _____ Secretary of said
corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing
instrument, appeared before me this day in person and severally acknowledged that as such VICE President and
Secretary, they signed and delivered the said instrument and caused the corporate seal of said corporation be affixed
thereto, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act and as
the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 1ST day of APRIL, 1999.

Notary Public



[CORPORATION]

STATE OF ILLINOIS NEW MEXICO

COUNTY OF SANTA FE) ss.

of Security Capital
GROUP
INCORPORATED

I, JAMMYN M. PACHECO, a notary public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY that MARVIN PEARSON personally known to me to be the SECRETARY President of
a DEL corporation, and _____ personally known to me to be the _____ Secretary of said
corporation, and personally known to me to be the same person whose names are subscribed to the foregoing
instrument, appeared before me this day in person and severally acknowledged that as such _____ President and
Secretary, they signed and delivered the said instrument and caused the corporate seal of said corporation be affixed
thereto, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act and as
the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 20th day of MARCH, 1997.

Notary Public

Commission expires NOV. 2 2002 1997.

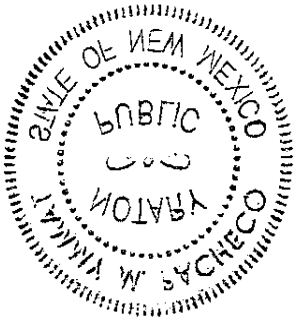


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[CORPORATION]

STATE OF ILLINOIS ^{NEW MEXICO}
COUNTY OF SANTA FE) ss.

Security Capital Group Incorporated

I, Sammy M. Pacheco, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that LUCINDA MARKEE personally known to me to be the VICE President of a MD corporation, and _____ personally known to me to be the _____ Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such VICE PRESIDENT and Secretary, they signed and delivered the said instrument and caused the corporate seal of said corporation be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 30th day of MARCH, 1997-1999

Notary Public

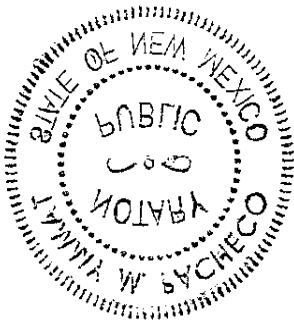
Commission expires APR 2 ²⁰⁰², 1997.



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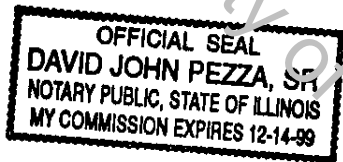
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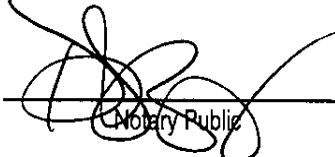
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STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, David John Pezza, Sr., a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Scott K. Toberman personally known to me to be the Operational Manager of 11 South LaSalle, LLC, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Operational Manager, has signed and delivered the said instrument, pursuant to authority given by the members of said limited liability company as his free and voluntary act and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set for n.

GIVEN under my hand and official seal this 30th day of March, 1999.





Notary Public

My Commission expires:

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EXHIBIT A

Legal Description of the Project

That certain real property located in the City of Chicago, County of Cook, State of Illinois, having a street address of 11 S. LaSalle, Chicago, Illinois, more particularly described as follows:

PARCEL 1

The North 90 Feet of Lot 1 and that part of the North 90 Feet of Lot 2 in subdivision (by Chicago Hydraulic Company) of Lots 1 and 2 in block 118 of School Section addition to Chicago, Cook County, Illinois, in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, which lies East of a line extending South from a point on the North Line of said Lot 2 which is 15.24 Feet West from the North East Corner thereof to a point on the South Line of said Lot 2 which is 14.90 Feet West from the South East corner thereof;

PARCEL 2

Also Lot 3 and that part of Lot 2 in Subdivision (by Chicago Hydraulic Company) of Lots 1 and 2 in block 118 in School Section addition to Chicago, Cook County, Illinois, in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, which lies West of a line extending South from a point on the North line of said Lot 2 which is 15.24 Feet West from the North East Corner thereof to a point on the South line of said Lot 2 which is 14.90 Feet West from the South East corner thereof, excepting from the aforementioned part of Lot 2 that portion of said part lying South of the North 90 Feet of Lot 2 and falling within the East 15 Feet of Lot 2.

PARCEL 3

Together with Lot 2 (except the South 2 Feet thereof) in Major's Subdivision of Sub-Lots 4, 5, 6 and 8 and the West 15 Feet of Lot 9 (excepting therefrom that part of said Lots 6 and 8 taken for LaSalle Street) in the Subdivision of Lots 1 and 2 in Block 118 in School Section addition to Chicago Cook County, Illinois, in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, all in Cook County, Illinois.

Permanent Tax Identification Number: 17-16-204-001-0000
17-16-204-003-0000