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657 CNO

\$10.00 Fee

Doc#: 0522218052

Eugene "Gene" Moore Fee: \$64.00 Cook County Recorder of Deeds Date: 08/10/2005 10:30 AM Pg: 1 of 4

## CERTIFICATE OF TRUE AND COMPLETE COPY OF LEASE AM.....

The undersigned, Nancy Mattingly, as Vice-President of Interior Alterations, Inc., an Illinois corporation, states under penalty of perjury that the attached amendment of lease, consisting of 2 pages, is a true and complete copy of the First Amendment to Office Lease dated October 3, 2003, by and between Interior 318 W. Adams Street, L.L.C., a Illinois limited liability company, and Interior Alternations, Inc.

SUBSCRIBED AND SWORN TO BEFORE ME THIS 10-14

OF Ituaust

OFFICIAL SEAL

MARY ANN SCHMITZ NOTARY PUBLIC - STATE OF ILLINOIS INTERIOR ALTERATIONS, INC., an Illinois corporation

County Clark's Office

CTIC SA 3739011 Prepaired by Rhonda Kaplan Katz of The Kaplan Group.

Please return to Rhanda Katz

Please return to Rhanda Katz

Chicago, II 60601 20634

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# **UNOFFICIAL COPY**

# FIRST AMENDMENT TO OFFICE LEASE

THIS FIRST AMENDMENT TO OFFICE LEASE ("First Amendment") is made as of the 3 day of October, 2003, by and among 318 Adams, LLC ("Landlord"), and Interior Alterations, Inc. ("Tenant").

### WITNESSETH:

- A. Landlord and Tenant entered into a certain Lease dated May 26, 1999 (the "Lease") whereby Landlord leased to Tenant certain premises consisting of approximately 8,250 rentable square feet of office (the "Premise") on the eleventh (11th) floor (suite 1100) of the building located at 318 West Adams Street, Chicago, IL 60606 (the "Building") for a lease term expiring on August 31, 2004
- B. Landford and Tenant desire to amend the Lease to extend the term for the Premises within the Building and modify certain other provisions as set forth herein but not otherwise.

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Landord and Tenant hereby agrees as follows:

- 1. The term of the Lease shall be extended through August 31, 2009.
- 2. Base Rent for the extended term shall be as follows:

09/01/04 - 08/31/05	\$10,312.50	\$123,750.00
09/01/05 - 08/31/06	\$10,312.50	\$123,750.00
09/01/06 - 08/31/07	\$10,570,31	\$126,843,75
09/01/07 - 08/31/08	\$10,834.57	\$130,014.84
09/01/08 - 08/31/09	\$11,105.43	\$133,265.21

The Tenant's Base Rent shall be abated the last month of the first 5 years of the Lease term as long as the tenant is not in financial default of the Lease. The months the rent will be abated are as follows: August 2005, August 2006, August 2007, August 2008, and August 2009.

In Year One, the Tenants Base Rent for the 11 payable months shall be reduced by \$2,409.09 from \$10,312.50 to \$7,903.41.

- 3. Tenant shall pay its pro-rata share of any increase in taxes and operating costs over a base year of 2004. Additionally, Landlord shall maintain the cap on Real Estate Taxes and Operating Expenses, as stated in the Lease.
- 4. Tenant shall have one (1) five (5) year option to renew with the following Base Rent Terms:

09/01/09 - 08/31/10	\$11,383.07	\$136,596,85
09/01/10 - 08/31/11	\$11,667.65	\$140,011.77
09/01/11 ~ 08/31/12	\$11,959.34	\$143,512.06
09/01/12 08/31/13	\$12,258.32	\$147,099.86
09/01/13 - 08/31/14	\$12,564.78	\$150,777.36

The Tenant shall exercise its option to renew by giving the Landlord 12 months written notice of its desire to extend the term of the Lease.

If the Tenant exercises its option to renew the Landlord shall provide a Tenant Improvement Allowance of \$41,250. This shall be used as paint and carpet modifications only.

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# **UNOFFICIAL COPY**

- 5. The Tenant's electricity is currently paid by the Landlord as part of the operating expenses. This structure will remain in effect unless the Landlord chooses at its cost to separately meter the Tenant's space at which time the Tenant would be responsible for their own electricity bill and the rent shall be adjusted accordingly on a dollar for dollar basis.
- 6. All other terms and conditions of the lease shall remain in full force and effect.

Landlora

318 Adams, L.L.C.

Tenant

Of County Clark's Office

Interior Alterations, Inc. an Illinois corporation

By: Cindre (1/20)

Landlord

Rv.

Date.

-71W



Reference:

IAI

### LEGAL DESCRIPTION

Order #: R1166301

County: cook

Address of Property: 318 W ADAMS, CHICAGO, IL

ALL THAT PART OF LOT 7 IN BLOCK 82 N THE SCHOOL SECTION ADDITION TO CHICAGO, IN THE NORTHEAST 1/2 OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, EOUNDED AND DESCRIBED AS FOLLOWS, TO WIT: BEGINNING AT A POINT ON THE NORTH LINE OF ADAMS STREET, 150 FEET WEST OF THE WEST LINE OF FRANKLIN STREET AND RUNNING THENCE WEST ALONG THE NUMBER LINE OF ADAMS STREET 50 FEET, MORE OR LESS TO THE CENTER LINE OF THE EAST WALL OF THE SULLDING FORMERLY KNOWN AS NOS 239 AND 241 ADAMS STREET; THENCE NORTH ALONG THE CENTERLING OF SAID EAST WALL OF SAID BUILDING 161.3 FEET TO THE POINT, WHERE THE SOUTH LINE OF THE SOUTH LINE OF THE SOUTH WALL OF THE CHIMNEY OF SAID BUILDING IF EXTENDED ACROSS SAID EAST WALL OF SAID BUILDING WOULD INTERSECT SAID CENTERLINE OF SAID EAST WALL OF SAID BUILDING; THENCE EAST 2 FEET 7 INCHES TO THE SOUTHEAST CORNER OF SAID CHIMNEY; THENCE NORTH 6 FEET AND 3 INCLES ALONG THE EAST LINE OF THE EAST WALL OF SAID CHIMNEY; THENCE EAST 6 FEET AND 11 INCHE; THENCE NORTH 31.2 FEET TO THE NORTH LINE OF SAID LOT; THENCE EAST ALONG THE NORTH LINE OF SAID LOT TO A POINT 150 FEET WEST OF THE WEST LINE OF FRANKLIN STREET; THENCE SOUTH ON A LINT PARALLEL TO AND 150 FEET WEST OF THE WEST LINE OF FRANKLIN STREET TO A POINT OF BEGINNING IN COOK COUNTY, ILLINOIS. County Clark's Office