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This instrument was prepared by and when recorded return to:

Edward S. Goldman
DLA Piper Rudnick Gray Cary US LLP
203 N. LaSalle
Chicago, Illinois 60601



Doc#: 0532643335 Fee: \$34.00 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds

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#### **SHORT FORM LEASE**

THIS SHCRT FORM LEASE ("Agreement") is made as of the 9th day of November, 2005, by and between 300 LaSalle LLC, a Delaware limited liability company ("Landlord"), and Kirkland & rins LLP, an Illinois limited liability partnership ("Tenant"). Capitalized terms used in this Agreement that are not otherwise defined herein shall have the meanings set forth in the Lease (as derived below).

- Landlord, pursuant to an Office Lease dated as of August 25, 2005 (as amended, restated, or supplemented from time to time, and including all exhibits and attachments thereto, the "Lease"), space located in the building to be constructed on the land located at 300 North LaSalle Street, Chicago, Illinois (the "Building"), the legal description of which land is set forth on Exhibit A attached hereto and made a part hereof, which space initially consists of a portion of floors 4 and 5 and the entirety of floors 6, 7, 9 through 14, and 24 through 19 in said Building; together with all other rights of use specified in the Lease.
- 2. <u>Term.</u> Subject to the terms of the Lease, the Term of the Lease is scheduled to commence on March 1, 2009, or such later date as is provided for under the Lease. The Term of the Lease is scheduled to end on the last day of the calendar month ir which the day immediately preceding the twentieth (20<sup>th</sup>) anniversary of the Commencement Date occurs, unless extended or sooner terminated as provided in the Lease.
- 3. <u>Renewal Options</u>. Subject to the terms of the Lease, Tenant has four (4) options to extend the term of the Lease, each extension period being for either five (5) or ten (10) years (at Tenant's election), which options are more particularly set forth in the Lease.
- 4. <u>Expansion Options</u>. Subject to the terms of the Lease, Tenant has certain rights of expansion in the Building, as more particularly set forth in the Lease.
- 5. <u>Contraction Options/ Termination Option</u>. Subject to the terms of the Lease, Tenant has certain contraction options and a certain early termination option with respect to the Premises, as more particularly set forth in the Lease.

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- 6. Right of First Offer/Right of First Proposal. Subject to the terms of the Lease, Tenant has certain rights of first offer and rights of first proposal with respect to the leasing of space in the Building, as more particularly set forth in the Lease.
- 7. <u>Interpretation; Conflicts; Counterparts.</u> This Agreement does not alter, amend, modify or change the Lease in any respect. This Agreement is executed by the parties solely for the purpose of recordation in the real estate records of Cook County Illinois, and it is the intent of the parties that it shall give notice of and confirm the Lease, to the same extent as if all of the provisions of the Lease were fully set forth herein. The Lease is hereby incorporated by reference into this Agreement, and the parties hereby ratify and confirm all of the terms and provisions of the Lease. In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of the Lease, the provisions of the Lease shall control. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement, binding or all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart. Only one such counterpart may be required as proof of the existence and terms of this Agreement.

[SIGNATURES SET FORTH ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written.

#### LANDLORD:

300 LASALLE LLC, a Delaware limited liability company

Hines Interests Limited Partnership, a Droporty or Coof Delaware limited partnership, its sole member

By: Hines Holdings, Inc., a Texas corporation, its general partner

Name: C. Kevin Shannahan

Title: Executive Vice President

### TENANT:

KIRKLAND & ELLIS LLP, an Illinois limited insbility partnership

Stephen G. Tomlinson, P.C., an By: Illinois professional service corporation, a partner

Name: Stephen G. Tominson

Title: President

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STATE OF ILLINOIS ) ) SS
COUNTY OF COOK )
State aforesaid, do hereby certify that on this day personally appeared before me C. Kevin Shannahan, personally known to me to be the same person whose name is subscribed to the foregoing instrument and personally known to me to be the Executive Vice President of Hines Holdings, Inc., a Texas corporation, the general partner of Hines Interests Limited Partnership, a Delaware limited partnership, the sole member of 300 LaSalle LLC, a Delaware limited liability company, and acknowledged that he signed and delivered said instrument as his free and voluntary act as Executive Vice President of said corporation, and that the said instrument was signed and delivered in the name and on behalf of said corporation on behalf of said limited partnership on behalf of said limited liability company as the free and voluntary act and deed thereof.
GIVEN under n.v. a and notarial seal this // day of /wwember, 2005.
My Commission Expires:  Notary Public  My Commission Expires:  Notary Public  My Commission Expires:
CFFICIAL SEAL" Cole Harris Notary Public, State of Illinois My Commissi at Expires Aug. 18, 2009

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STATE OF ILLINOIS	)
	) SS
COUNTY OF COOK	)
Tomlinson, personally kn foregoing instrument and P.C., an Illinois profession liability partnership, and a and voluntary act as Preside partnership, and that the session limited liability partnership.	, a Notary Public in and for the County and certify that on this day personally appeared before me Stephen Grown to me to be the same person whose name is subscribed to the tersonally known to me to be the President of Stephen G. Tomlinson al corporation, a partner of Kirkland & Ellis LLP, an Illinois limited eknowledged that he signed and delivered said instrument as his free ent of said professional corporation, as partner of said limited liability and instrument was signed and delivered in the name and on behalf of ership as the free and voluntary act and deed of said limited liability
GIVEN un	er my hand and notarial seal this 9 day of November,
2005.	Or .
My Commission Expired WorkICLA Helen Notary Public My Commission I	State of Illinois State of Illinois
	opires March 17

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#### **EXHIBIT A**

### LEGAL DESCRIPTION OF LAND

### PARCEL 1:

LOT 1, (EXCEPT THE EAST 20 FEET THEREOF CONVEYED TO THE CITY OF CHICAGO FOR THE WIDENING OF NORTH LASALLE STREET); ALL OF LOT 2, AND THE EAST 79 FEET 1-1/2 INCHES OF LOT 3 (EXCEPT THE NORTH 11.00 FEET OF SAID LOTS) IN BLOCK 4 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

THAT PIECE OR PARCLI OF LAND, LYING SOUTH OF AND ADJACENT TO LOTS 1, 2, AND THE EAST 79 FEET 1-1/2 INCHES OF LOT 3, AS SAID LOTS ARE SHOWN ON THE PLAT OF THE ORIGINAL TOWN OF CHICAGO, RECORDED MAY 29, 1837, IN BOOK "H" OF PLATS, PAGE 298; AND SOUTH OF THE NORTH LINE OF OLD NORTH WATER STREET, AS LOCATED ON SAID FLAT; WEST OF THE WEST LINE OF THE EAST 20 FEET OF LOT 1 EXTENDED SOUTH, TO THE NORTH DOCK LINE OF THE CHICAGO RIVER, SAID LINE BEING THE WEST LINE OF NORTH LASALLE STREET, AS WIDENED, EAST OF A LINE DRAWN 79 FEET 1-1/2 INCHES, WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 3, EXTENDED AND NORTH OF THE DOCK LINE ON THE NORTH SIDE OF THE CHICAGO RIVER IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 4:

THAT PART OF THE FOLLOWING DESCRIBED PROPERTY LYING ABOVE A HORIZONTAL PLANE 22.6 FEET ABOVE CHICAGO CITY DATUM AND DESCRIBED AS FOLLOWS:

(A) THE NORTH 11 FEET OF THE FOLLOWING LAND:

LOT 1 (EXCEPT THE EAST 20 FEET THEREOF), ALL OF LOT 2, AND THE EAST 79 FEET 1-1/2 INCHES OF LOT 3 IN BLOCK 4 IN ORIGINAL TOWN OF CHICAGO

#### **AND**

(B) THAT PART OF THE ORIGINAL 18-FOOT PUBLIC ALLEY (NOW FALLING IN THE CENTER OF CARROLL AVENUE), AS SHOWN ON THE PLAT OF THE ORIGINAL TOWN OF CHICAGO, WHICH LIES NORTH OF AND ADJOINING SAID LOTS.

PIN: 17-09-405-004-0000; 17-09-405-005-0000