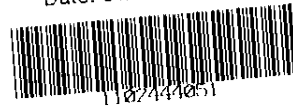


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This Instrument was prepared by and when recorded return to:

Fried, Frank, Shriver, Harris & Jacobson LLP
One New York Plaza
New York, New York 10004
Attention: Robert J. Sorin, Esq.

Doc#: 1100618011 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/06/2011 10:39 AM Pg: 1 of 5



Doc#: 1102444051 Fee: \$58.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 01/24/2011 03:26 PM Pg: 1 of 12

SPACE ABOVE 1
USE ONLY

RECORDER'S

THIS DOCUMENT IS BEING RE-RECORDED TO INSERT
MISSING PAGES AND CORRECT LEGAL DESCRIPTION

Seventh Amendment to Lease

This instrument is dated as of the 29th day of December, 2010, and constitutes the Seventh Amendment ("Amendment") to that certain Lease dated as of April 8, 1980 (as amended as hereinafter described, the "Lease"), originally between TJC Associates, Inc. and Chicago Union Station Company, an Illinois corporation ("CUSCO"). **SOUTH RIVERSIDE RIGHTS LLC**, a Delaware limited liability company ("Lessor") is the successor to the interest of Chicago Union Station Company and **SOUTH RIVERSIDE BUILDING LLC**, a Delaware limited liability company ("Lessee") is the successor to the interest of TJC Associates in and to the Lease.

AGREEMENT

1. The Lease consists of the following:

a) Instrument dated as of April 8, 1980, a true, correct and complete copy of which is attached to Assignment of Lease dated as of July 1, 1980, and recorded October 2, 1980, as document number 25607453 in the Office of the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office");

b) Amendment of Lease, dated as of December 24, 1980, and recorded February 9, 1981, as document number 25767019 in the Recorder's Office;

c) Second Amendment to Lease, dated as of April 7, 1988, and recorded May 11, 1988, as document number 88200211 in the Recorder's Office;

d) Third Amendment to Lease, dated as of September 14, 1990, and recorded October 3, 1990, as document number 90483165 in the Recorder's Office;

e) Fourth Amendment to Lease, dated as of December 1, 1994, and recorded January 6, 1995, as document number 95021641 in the Recorder's Office;

NIS 442263 01/28/12

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f) Fifth Amendment to Lease, dated as of September 28, 1995, and recorded October 3, 1995, as document number 95669327 in the Recorder's Office; and

g) Amendment to Lease, dated as of September 27, 2006, and recorded October 13, 2006, as document number 628618082 in the Recorder's Office (the "Sixth Amendment").

2. The Lease relates to the property legally described in Exhibit A attached hereto and hereby incorporated herein.

3. Use of Insurance Proceeds. The Lease is hereby amended by inserting the following text at the end of Paragraph 33(a) of the Lease:

"Notwithstanding the foregoing, in the event there shall be a mortgage or mortgages upon the leasehold estate of the Lessee, then for so long as the Lessor is an affiliate of the Lessee, all rights afforded to the Lessor under this Paragraph 33(a), including, without limitation, the right to have the proceeds of insurance deposited in a bank account in the name of the Lessor and the Lessor's right to disburse such proceeds, shall inure to the exclusive benefit of, and be exercised solely by, the senior leasehold mortgagee, without giving effect to the proviso in the first sentence of the second subparagraph of Paragraph 33(a) hereof, and the Lessor shall have no such rights during such period; provided, however, in the event there shall also be a mortgage or mortgages upon the fee estate of the Lessor, the insurance proceeds shall be deposited in an account in the names of the senior leasehold mortgagee and the senior fee mortgagee, and disbursement therefrom for the restoring and rebuilding of the building, or part thereof, or otherwise shall be made jointly by them (rather than the senior leasehold mortgagee solely) in the same manner as set forth in Paragraph 33(a)."

4. The following is added to the end of Paragraph 40(d) of the Lease:

"The Lessor acknowledges and agrees that so long as the Lessor is an affiliate of the Lessee, this Lease shall not be terminated by the Lessor for any reason (excluding termination of this Lease by the Lessor resulting from the non-payment of rent under this Lease; provided, however, prior to any such termination, the Lessor shall have given the Leasehold Mortgagee notice of such non-payment and opportunity to cure the same in accordance with Paragraph 41(b)(ii) hereof and the Leasehold Mortgagee shall have failed to timely cure the same in accordance with Paragraph 41(b)(ii) hereof). Notwithstanding that the Lessor shall be precluded from terminating this Lease under the circumstances described in the foregoing sentence, nothing herein shall limit the defaults and events of default relating to this Lease under any mortgage upon the fee estate of the Lessor or the rights and remedies of the fee mortgagee with respect thereto."

5. Sixth Amendment to Lease, Section 2 of the Sixth Amendment is hereby deleted in its entirety.

6. Rights of Leasehold Mortgagee.

a) The text of Paragraph 41(c) of the Lease that is crossed out on Exhibit B hereto is hereby deleted and replaced with the following:

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“If the Lessor shall terminate this Lease by reason of a default or defaults hereunder by Lessee or if this Lease is otherwise terminated for any reason (other than by reason of a rejection or disaffirmance pursuant to any bankruptcy or insolvency of the Lessee, or pursuant to any other law affecting creditors’ rights relating to the Lessee, which is addressed in Paragraph 41(d) below), the Lessor will lease the demised area, building or other improvements to the Leasehold Mortgagee or to its subsidiary or nominee or designee upon the same terms and conditions as set forth in this Lease for the balance of the unexpired term, provided the Leasehold Mortgagee or its subsidiary or nominee or designee shall enter into such lease within thirty five days after termination of this Lease;”

b) A new Paragraph 41(d) of the Lease is hereby added as follows:

“In the event this Lease is rejected or disaffirmed pursuant to any bankruptcy or insolvency of the Lessee, or pursuant to any other law affecting creditor's rights relating to Lessee, then, upon the request of the Leasehold Mortgagee, the Lessor will enter into a new lease of the demised area and improvements with the Leasehold Mortgagee for the remainder of the term of this Lease, upon all the covenants, conditions, limitations and agreements contained herein, all in accordance with the following terms and conditions. In the event this Lease is rejected or disaffirmed pursuant to any bankruptcy, insolvency or other law affecting creditor's rights as described in the preceding sentence, the Lessor shall give prompt notice thereof to a Leasehold Mortgagee whose name and address the Lessor has received pursuant to Paragraph 52 hereof, at the address of such Leasehold Mortgagee set forth in such notice. Lessor, on written request of such Leasehold Mortgagee made any time within thirty (30) days after the giving of such notice by the Lessor, shall promptly (but no later than the date that is five (5) days after the lapse of such thirty (30) day period) execute and deliver a new lease of the demised area and improvements to the Leasehold Mortgagee, for the remainder of the term of this Lease upon all the covenants, conditions, limitations and agreements therein contained (including, without limitation, any then existing options to extend the term of this Lease) except for such provisions which must be modified to reflect such rejection or disaffirmance and the passage of time, provided that such Leasehold Mortgagee (i) shall pay to the Lessor simultaneously with the delivery of such new lease, all unpaid rent due hereunder up to and including the date of the commencement of the term of such new lease and all reasonable expenses, including, without limitation, reasonable attorneys' fees and disbursements and court costs, incurred by the Lessor (including without limitation, Lessor's obligation to reimburse any mortgagee of Lessor for costs incurred) in connection with the default by Lessee, the termination of this Lease and the preparation of the new lease, and (ii) shall cure all defaults existing hereunder which are susceptible of being cured by such Leasehold Mortgagee promptly and with due diligence after the delivery of such new lease.”

c) A new Paragraph 41(e) of the Lease is hereby added as follows:

“Notwithstanding any provisions hereunder to the contrary, so long as a mortgage on the leasehold estate of the Lessee under this Lease (a “Leasehold Mortgage”) is in effect, the Lessee shall not have the right to terminate or surrender this Lease with respect to any event or at any time unless the written approval of the Leasehold Mortgagee holding such Leasehold

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Mortgage on the leasehold estate is obtained. Nothing herein shall limit any rights of the Lessor to exercise its default remedies hereunder (including, without limitation, its right to terminate this Lease) following a default by Lessee hereunder beyond applicable cure periods under this Lease, all subject to the terms and conditions set forth herein (including all rights of a Leasehold Mortgagee as expressly provided under this Paragraph 41). Further, if a Leasehold Mortgage is in effect and Lessor has received notice thereof in accordance with Paragraph 52 hereof, this Lease shall not be modified or amended by the parties hereto, without the prior written consent of the Leasehold Mortgagee in each case. In the event that a Leasehold Mortgagee shall become the owner of such leasehold estate, such Leasehold Mortgagee shall not be bound by any modification or amendment of this Lease made subsequent to the date of the Leasehold Mortgage and delivery to Lessor of notice (pursuant to Paragraph 52 hereof) of the existence of such Leasehold Mortgage and of the identity of such Leasehold Mortgagee, and prior to the Leasehold Mortgagee's acquisition of such interest, unless the Leasehold Mortgagee shall have consented to such modification or amendment at the time it was made or at the time of such acquisition of the leasehold estate by the Leasehold Mortgagee."

7. The following new sentence is added to the end of Paragraph 42 of the Lease:

"Without limiting the foregoing, the Leasehold Mortgagee shall have the right to foreclose upon the leasehold estate pursuant to the Leasehold Mortgage, and if an assignment of the Lessee's interest hereunder occurs pursuant to a foreclosure sale, a transfer in lieu of foreclosure or other exercise of remedies by a Leasehold Mortgagee, this Lease shall continue in full force and effect and such assignee, upon its execution and delivery of an agreement of assumption as required above, shall be recognized and considered as the Lessee under this Lease and shall have the rights and benefits of Lessee hereunder."

8. The following new sentence is added to the end of Paragraph 49(a)(ii) of the Lease:

"Any portion of condemnation awards payable to Lessee shall be deposited in an account in the name of the Leasehold Mortgagee to be applied in accordance with any applicable agreements between Leasehold Mortgagee and Lessee."

9. The text of Paragraph 52 of the Lease is hereby deleted in its entirety and replaced with the following:

"All notices, demands, requests, consents, approvals or other communications (any of the foregoing, a "Notice") required, permitted, or desired to be given hereunder shall be in writing (a) sent by telefax (with answer back acknowledged), (b) sent by registered or certified mail, postage prepaid, return receipt requested, (c) delivered by hand or (d) delivered by reputable overnight courier addressed to the party to be so notified at its address hereinafter set forth, or to such other address as such party may hereafter specify in accordance with the provisions of this Paragraph 52. Any Notice shall be deemed to have been received: (i) if sent by telefax, on the date of sending the telefax if sent during business hours on a business day (otherwise on the next business day), (ii) if sent by registered or certified mail, on the date of delivery or the date of the first attempted delivery, in either case on a business day (otherwise on the next business day), (iii) if delivered by hand, on the date of delivery if delivered during business hours on a business day (otherwise on the next business day), and (iv) if sent by an

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overnight commercial courier, on the next business day, in each case addressed to the parties as follows:

If to Lessor: South Riverside Rights LLC
c/o Mizrachi Group
7700 Congress Avenue, Suite 3106
Boca Raton, Florida 33487
Attention: Joseph Mizrachi
Facsimile No.: (561) 995-8116

with a copy to: Maryanne I. Small, Esq.
Third Millennium Group, L.L.C.
276 Park Avenue South, 3rd Floor
New York, New York 10010
Facsimile No.: (212) 254-3009

If to Lessee: South Riverside Building LLC
c/o Mizrachi Group
7700 Congress Avenue, Suite 3106
Boca Raton, Florida 33487
Attention: Joseph Mizrachi
Facsimile No.: (561) 995-8116

with a copy to: Maryanne I. Small, Esq.
Third Millennium Group, L.L.C.
276 Park Avenue South, 3rd Floor
New York, New York 10010
Facsimile No.: (212) 254-3009

10. A new paragraph 59 is added to the Lease as follows:

“The Lessor shall not (i) terminate that certain Easement and Operating Agreement, dated as of May 29, 2001 (the “REA”) by and between Chicago Union Station Company and BREOF RIVERSIDE REO LLC (as successor in interest to CUSCO No. 1 LLC) or (ii) an end or modify the REA in a manner that would materially and adversely impact this Lease, the Lessee’s interests thereunder or the building on the demised premises, without, in each instance obtaining the prior written consent of Lessee and the Leasehold Mortgagee.”

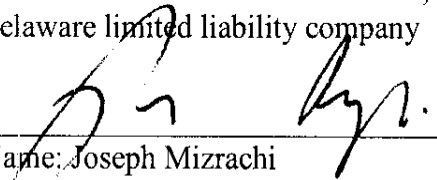
11. This Amendment may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and all such counterparts together, shall constitute one and the same instrument. The execution of facsimiles of this Amendment shall be binding on the parties hereto. The validity and effect of this Amendment shall be governed by and construed in accordance with the laws of the State of Illinois, excluding choice-of-law principles of the law of such state that would permit the application of the laws of a jurisdiction other than such state.

12. As amended hereby, the Lease shall be and remain in full force and effect.

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

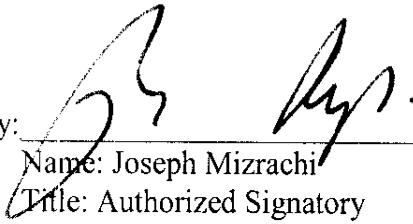
SOUTH RIVERSIDE RIGHTS LLC, a
Delaware limited liability company

By: 
Name: Joseph Mizrachi
Title: Authorized Signatory

Property of Cook County Clerk's Office

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SOUTH RIVERSIDE BUILDING LLC, a
Delaware limited liability company

By: 
Name: Joseph Mizrachi
Title: Authorized Signatory

Property of Cook County Clerk's Office

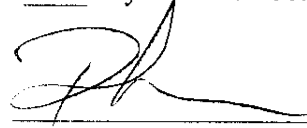
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ACKNOWLEDGMENT

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

I, the undersigned, a Notary Public in and for said county in the state aforesaid, do hereby certify that Joseph Mizrachi, an Authorized Signatory of South Riverside Rights LLC, a Delaware limited liability company, who is 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 acknowledged that he signed and delivered the said instrument as such Authorized Signatory as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal, this 24 day of December, 2010.



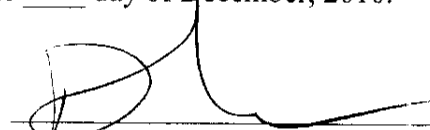
 Notary Public

PHILLIP SOSNOW
 Notary Public, State of New York
 No. 02SO6203522
 Qualified in Queens County
 Commission Expires April 6, 2013

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

I, the undersigned, a Notary Public in and for said county in the state aforesaid, do hereby certify that Joseph Mizrachi, an Authorized Signatory of South Riverside Building LLC, a Delaware limited liability company, who is 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 acknowledged that he signed and delivered the said instrument as such Authorized Signatory as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal, this 24 day of December, 2010.



 Notary Public

PHILLIP SOSNOW
 Notary Public, State of New York
 No. 02SO6203522
 Qualified in Queens County
 Commission Expires April 6, 2013

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EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

PARCEL 1:

LOT 7 (EXCEPT THE WEST 122.53 FEET THEREOF) IN RAILROAD COMPANIES' RESUBDIVISION OF BLOCKS 62 TO 76, BOTH INCLUSIVE, BLOCK 78, PARTS OF BLOCKS 61 AND 77 AND CERTAIN VACATED STREETS AND ALLEYS IN SCHOOL SECTION ADDITION TO CHICAGO, A SUBDIVISION OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 29, 1924 IN BOOK 188 ON PAGES 11 TO 28, BOTH INCLUSIVE, AS DOCUMENT NUMBER 8339751 (EXCEPTING THEREFROM THAT PART THEREOF LYING BELOW OR BENEATH THE AIR RIGHTS LIMITING PLANE OR ELEVATION SET FORTH IN APPENDIX "B" TO LEASE RECORDED OCTOBER 2, 1980 AS DOCUMENT 25607453 AND WHICH IS INDICATED IN SAID APPENDIX "B" TO BE 32 FEET 10 INCHES ABOVE CHICAGO CITY DATUM), IN COOK COUNTY, ILLINOIS.

PARCEL 2:

ALL LAND AND SPACES BELOW THE AIR RIGHTS LIMITING PLANE DESCRIBED IN PARCEL 1 ABOVE AS ARE OCCUPIED BY COLUMNS, TRUSSES, HORIZONTAL STRUCTURAL MEMBERS, INCLUDING THE FINISHED MEZZANINE FLOOR, FOUNDATIONS AND OTHER SUPPORTS FOR THE BUILDING CONTEMPLATED BY THE LEASE DESCRIBED IN PARCEL 1 ABOVE AND SMOKE EXHAUST PLENUMS, ELEVATOR PITS, FUEL TANKS, PUMPING STATIONS AND MECHANICAL EQUIPMENT LOCATED BELOW SAID AIR RIGHTS LIMITING PLANE FOR THE PURPOSE OF SAID CONTEMPLATED BUILDING, IN COOK COUNTY, ILLINOIS.

PIN: 17-16-121-003-6001
17-16-121-003-6002

ADDRESS: 300 South Riverside
Chicago, Illinois

Also known as:
420 West Van Buren
Chicago, Illinois

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Exhibit A

Legal Description

300 River Plaza
Chicago, Illinois

PARCEL 1:

LOT 7 (EXCEPT THE WEST 122.53 FEET THEREOF) IN RAILROAD COMPANIES' RESUBDIVISION OF BLOCKS 62 TO 76, BOTH INCLUSIVE, BLOCK 78, PARTS OF BLOCKS 61 AND 77 AND CERTAIN VACATED STREETS AND ALLEYS IN SCHOOL SECTION ADDITION TO CHICAGO, A SUBDIVISION OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 29, 1924 IN BOOK 188 ON PAGES 11 TO 28, BOTH INCLUSIVE, AS DOCUMENT NUMBER 8339751 (EXCEPTING THEREFROM THAT PART THEREOF LYING BELOW OR BENEATH THE AIR RIGHTS LIMITING PLANE OR ELEVATION SET FORTH IN APPENDIX "B" TO LEASE RECORDED OCTOBER 2, 1980 AS DOCUMENT 25607453 AND WHICH IS INDICATED IN SAID APPENDIX "B" TO BE 32 FEET 10 INCHES ABOVE CHICAGO CITY DATUM), IN COOK COUNTY, ILLINOIS.

PARCEL 2:

ALL LAND AND SPACES BELOW THE AIR RIGHTS LIMITING PLANE DESCRIBED IN PARCEL 1 ABOVE AS ARE OCCUPIED BY COLUMNS, TRUSSES, HORIZONTAL STRUCTURAL MEMBERS, INCLUDING THE FINISHED MEZZANINE FLOOR, FOUNDATIONS AND OTHER SUPPORTS FOR THE BUILDING CONTEMPLATED BY THE LEASE DESCRIBED IN PARCEL 1 ABOVE AND SMOKE EXHAUST PLENUMS, ELEVATOR PITS, FUEL TANKS, PUMPING STATIONS AND MECHANICAL EQUIPMENT LOCATED BELOW SAID AIR RIGHTS LIMITING PLANE FOR THE PURPOSE OF SAID CONTEMPLATED BUILDING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 ABOVE FOR THE CONSTRUCTION, USE, MAINTENANCE, REPAIR, REPLACEMENT OR RENEWAL FROM TIME TO TIME OF ADEQUATE COLUMNS, TRUSSES, HORIZONTAL STRUCTURAL MEMBERS, INCLUDING THE FINISHED MEZZANINE FLOOR, FOUNDATIONS AND OTHER SUPPORTS FOR THE BUILDING CONTEMPLATED UNDER THE LEASE DESCRIBED IN PARCEL 1 ABOVE AND SMOKE EXHAUST PLENUMS, ELEVATOR PITS, FUEL TANKS, PUMPING STATIONS AND MECHANICAL EQUIPMENT, IN THE LAND AND SPACE BELOW THE AIR RIGHTS LIMITING PLANE DESCRIBED IN PARCEL 1 ABOVE, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

A NON-EXCLUSIVE APPURTENANT EASEMENT IN FAVOR OF PARCELS 1 AND 2 AS CREATED BY DEED OF EASEMENT RECORDED JANUARY 31, 1990 AS DOCUMENT NO. 90047309 AND AS AMENDED BY FIRST AMENDMENT TO DEED OF EASEMENT

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RECORDED OCTOBER 9, 1990 AS DOCUMENT NO. 90491486, MADE BY LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 17, 1983 AND KNOWN AS TRUST NO. 107292 TO GATEWAY IV JOINT VENTURE AND OTHERS, FOR THE USE OF 1,100 PUBLIC PARKING SPACES IN THE GARAGE, AS DEFINED THEREIN, WITH RIGHTS OF INGRESS AND EGRESS AND AN EASEMENT FOR THE PURPOSE OF CONSTRUCTION OF SUCH REPAIRS OR RESTORATION FOR THE PERIOD REQUIRED TO COMPLETE SUCH REPAIRS OR RESTORATION ON, OVER AND ACROSS THE FOLLOWING DESCRIBED LEGAL DESCRIPTION:

LOTS 5, 6, 7 AND 8 (EXCEPT FROM SAID LOTS THAT PART FALLING IN ALLEY) IN BLOCK 49 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINs: 17-16-121-003-6002; 17-16-121-003-6001

Property of Cook County Clerk's Office

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Exhibit B

(c) ~~If Lessor shall terminate this Lease by reason of a default or defaults hereunder by Lessee, Lessor will lease the demised area, building or other improvements to the Leasehold Mortgagee or to its subsidiary or nominee or designee upon the same terms and conditions as are set forth in this Lease for the balance of the unexpired term, provided the Leasehold Mortgagee or its subsidiary or nominee shall be ready and willing to enter into such lease within thirty days after the termination of this Lease; and provided further that the Leasehold Mortgagee or such new lessee shall undertake to cure any default of Lessee which would exist under the terms of the Lease if it had not been terminated other than by occurrence of the bankruptcy or insolvency of Lessee; and if such defaults cannot reasonably be cured in thirty days, the new lessee shall have the right to begin to cure such defaults within said thirty-day period (or, in case of any default which by its nature can be cured by the new lessee only after obtaining possession of the demised area, within 30 days after such possession is available to it) and to proceed with reasonable promptness and diligence thereafter; and if the new lessee so proceeds with the curing of the defaults of Lessee until such cure is appropriately completed, Lessor shall not terminate the new lease by reason of any of the defaults of Lessee hereunder, it being agreed that, in case of a default which by its nature cannot be cured by the new lessee, the conditions of this provision shall be satisfied so long as the new lessee cooperates in good faith in any legal or other action taken by Lessor to compel Lessee or others to cure such default. If there shall be more than one Leasehold Mortgagee the rights under this subparagraph may be exercised by them only in the order of their seniority.~~