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DOCUMENT PREPARED BY:

Craig D. Jeffrey  
Bryan Cave LLP  
161 N. Clark St., Suite 4300  
Chicago, IL 60601



1305933095

Doc#: 1305933095 Fee: \$88.00  
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Cook County Recorder of Deeds  
Date: 02/28/2013 01:34 PM Pg: 1 of 26

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See Attached Exhibit B

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19-09-412-034-0000  
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**SUBORDINATION, NONDISTURBANCE, AND ATTORNMENT AGREEMENT**

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GSA Great Lakes Region

## SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN T AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN T AGREEMENT ("Agreement") is made and entered into the 21 day of DECEMBER, 2012, by and between THE UNITED STATES OF AMERICA through its GENERAL SERVICES ADMINISTRATION, which agency has its principal office at 230 South Dearborn, Room 3626, Chicago, Illinois 60604 ("Tenant"), and BANK OF AMERICA, a bank chartered under the laws of the state of Missouri, with its principal offices at 800 Market Street, 8<sup>th</sup> Floor, St. Louis, MO 63101-2510 ("Lender").

### WITNESSETH:

WHEREAS, SUE LING GIN ("Lessor") and Tenant have entered into a lease agreement dated February 21, 2003, a copy of which, together with any and all amendments thereto, is attached hereto as Exhibit "A" (collectively the "Lease"), pursuant to which Lessor has leased to Tenant approximately 18,957 rentable square feet of space (the "Leased Premises") in a facility situated on the real property described in Exhibit "B," attached hereto and made a part hereof, and known as 5333 S. Laramie Avenue, in the City of Chicago, County of Cook, State of Illinois, which real property and improvements are referred to herein as the "Premises," and;

WHEREAS, Lessor desires to obtain from Lender a mortgage loan; and

WHEREAS, Lender requires as a condition of making said loan that said loan be secured by a first mortgage on the Premises (the "Mortgage") and that the lien of said Mortgage be superior to the Lease; and

WHEREAS, Lender and Tenant desire that the Lease remain in full force and effect notwithstanding any foreclosure and sale of the Premises and Tenant is willing to subject and subordinate its right, title, interest and claim in the Premises to the lien of the Mortgage provided that Lender makes to Tenant the non-disturbance covenants contained herein;

NOW, THEREFORE, in and for consideration of the mutual covenants set forth below, Lender and Tenant hereby undertake and agree as follows:

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1. Tenant agrees that all of its right, title, and interest under the Lease, and all renewals and extensions thereof, shall be subject and subordinate to the lien of the Mortgage and to all renewals, modifications and extensions thereof with the same force and effect as if the Mortgage had been executed, delivered and recorded prior to the execution and delivery of the Lease.

2. Lender shall not interfere with or disturb in any manner Tenant's use of or right of possession in and to the Premises or otherwise adversely affect any right of Tenant under the Lease, and the Lease shall remain in full force and effect for the term of the Lease and any and all renewal or extension terms thereof; provided that Tenant is not in default (beyond any period given Tenant to cure such default) in the payment of any monies or in the performance of any of the terms, covenants, or conditions of the Lease on Tenant's part to be performed. In no event, including a default by Tenant under the Lease, shall Lender be entitled to dispossess or evict Tenant from the Premises.

3. Lender agrees that if any action or proceeding is commenced by Lender to enforce the Mortgage or for the foreclosure of the Mortgage or the sale of the Premises, Tenant shall not be named as a party therein, and the sale of the Premises in any such action or proceeding shall be made subject to all rights, title and interest of Tenant under the Lease and Tenant shall not be disturbed in its possession of the Premises, providing Tenant is not in default under the lease (beyond any period given Tenant to cure such default).

4. Notwithstanding anything contained herein to the contrary, in the event of damage or destruction to the Premises, the Lease shall govern the rights and obligations of the parties and any and all insurance proceeds collected as a result of such damage or destruction shall first be applied to restoration of the Premises; however, it being understood that Lender's obligation to rebuild is not limited to the availability of insurance proceeds.

5. Tenant further agrees that, in the event Lender succeeds to the interest of Lessor under the Lease, by reason of foreclosure proceedings or deed in lieu of foreclosure or by any other manner, Tenant will recognize and attorn to Lender and/or to any purchaser or transferee of the Premises or any portion thereof and its or their successors and assigns, hereinafter referred to as "Successor Lessor" as "landlord" or "lessor" under the lease and Successor Lessor will be deemed to have assumed all obligations of the Lessor under the Lease, so as to establish direct privity of contract and estate between Tenant and Successor Lessor with the same force, effect and relative priority in time and right as if the Lease had initially been entered into between Tenant and Successor Lessor.

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6. Lender, in the event it succeeds to the interest of Lessor, whether through foreclosure proceedings or otherwise, shall not convey and/or assign its right, title and interest, or any part thereof, in and to the Premises and/or the Lease to a nominee, agent, independent contractor or any other person without the prior written consent of Tenant. Lender further agrees to give Tenant notice of satisfaction of the Mortgage within thirty (30) days of such satisfaction.

7. All notices hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, overnight courier, or certified or registered mail, return receipt requested, postage prepaid, addressed to the following addresses:

If to Tenant: General Services Administration  
Great Lakes Region  
230 South Dearborn Street  
Chicago, Illinois 60604

Attn.: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to Lender: BANK OF AMERICA  
Document Retention-GFS  
MO1-800-03-11  
800 Market Street, 8<sup>th</sup> Floor  
St. Louis, MO 63101-2510

Attn: \_\_\_\_\_  
\_\_\_\_\_

Tenant or Lender may at any time change its address for such notices by delivering to the other parties, as aforesaid, a notice of such change.

8. The provisions of this Agreement are not intended to, and shall not, release Lessor, its successors and assigns, from its obligations under the Lease.

9. This Agreement contains the entire agreement between the parties and cannot be changed, modified, waived or canceled except by an agreement in writing executed by the party against whom enforcement of such modification, change, waiver, or cancellation is sought.

10. This Agreement and the covenants herein contained are intended to run with and bind all lands affected thereby.

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11. None of the provisions contained in this agreement may be deemed or construed to imply a waiver of the Tenant's rights as a sovereign.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the date appearing in the notary acknowledgments set forth below, to be effect for all purposes as of the day and year first above written.

Tenant:  
 U.S. GENERAL SERVICES ADMINISTRATION

Signed and acknowledged  
 in the presence of:  
John A. [Signature]

By: [Signature]  
 (Printed Name: ) VALERIE L. GRANT  
 Its: LEASE CONTRACTING OFFICER

THE STATE OF ILLINOIS §  
 COUNTY OF COOK §  
 §

BE IT REMEMBERED, that on this 3<sup>rd</sup> day of January, 2013, before me, the subscriber, a Notary Public in and for said State, personally appeared Valerie L. Grant, known to me to be the Lease Contracting Officer of the General Services Administration, acting on behalf of the UNITED STATES OF AMERICA, who executed the foregoing Subordination Non-Disturbance and Attornment Agreement, and acknowledged the signing to be his/her free and voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal, on the day and year last aforesaid.



Carl E. Smith  
 Notary Public in and for the State of

Printed Name of Notary Public:  
Carl E. Smith

My Commission Expires:  
July 7, 2015

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Signed and acknowledged  
in the presence of:

Nancy Kelly

Lender:

BANK OF AMERICA NA

By: Jennifer Lucas  
(Printed Name) Jennifer Lucas

Its: SENIOR VICE PRESIDENT

STATE OF ILLINOIS §

COUNTY OF COOK §

BE IT REMEMBERED, that on this 8 day of Feb., 2013, before me, the subscriber, a Notary Public, in and for the said State, personally appeared Jennifer Lucas, known to me to be the SVP of Bank of America corporation, who executed the foregoing Subordination, Non-Disturbance and Attornment Agreement and acknowledged the signing to be \_\_\_ voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal, on the day and year last aforesaid.



Rosanna Soehn  
Notary Public in and for the State of

Printed Name of Notary Public:  
Rosanna Soehn

My Commission Expires:  
4-27-2015

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EXHIBIT A

LEASE

COOK COUNTY  
RECORDER OF DEEDS  
SCANNED BY \_\_\_\_\_

COOK COUNTY  
RECORDER OF DEEDS  
SCANNED BY \_\_\_\_\_

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## SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO.	TO LEASE NO.	DATE	PAGE
10	LIL17251		1 of 1

**ADDRESS OF PREMISES**

MIDWAY BUSINESS CENTER, 5333 S. LARAMIE, CHICAGO, IL 60638-3035

**THIS AGREEMENT**, made and entered into this date by and between Sue Ling Gln

Whose address is 212 North Sangamon Street  
 Suite 1A  
 Chicago, IL 60607-1700

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

**WHEREAS**, the parties hereto desire to amend the above lease to extend existing lease for a two (2) year, six (6) month firm term.

**NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said lease is amended effective July 1, 2011 as follows:

1. The Government shall pay the Lessor annual rent of \$313,126.31, paying \$26,093.88 monthly in arrears. Total square footage is 18,957 RSF/16,711 USF.
2. In accordance with Paragraph 3.5 of the SFO, the Government will occupy 21.73% of the entire building.
3. The Government may terminate this lease, in whole or in part, on or after December 31, 2011, by giving Lessor thirty (30) days' notice in writing. No rent shall accrue after the effective date of termination.

All other terms and conditions remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR

SIGNATURE <i>Judie Morrone</i>	NAME OF SIGNER JUDIE MORRONE
ADDRESS 212 N. Sangamon #1A Chicago IL 60607	

IN PRESENCE OF

SIGNATURE <i>CK Cole</i>	NAME OF SIGNER CK COLE
ADDRESS 212 N. Sangamon #1A Chicago IL 60607	
UNITED STATES OF AMERICA	

SIGNATURE	NAME OF SIGNER
	OFFICIAL TITLE OF SIGNER



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## SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO.	TO LEASE NO.	DATE	PAGE
10	LIL17251		1 of 1

**ADDRESS OF PREMISES**

MIDWAY BUSINESS CENTER, 5333 S. LARAMIE, CHICAGO, IL 60638-3035

**THIS AGREEMENT**, made and entered into this date by and between Sue Ling Gin

Whose address is 212 North Sangamon Street  
 Suite 1A  
 Chicago, IL 60607-1700

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

**WHEREAS**, the parties hereto desire to amend the above lease to extend existing lease for a two (2) year, six (6) month firm term.

**NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said lease is amended effective July 1, 2011 as follows:

1. The Government shall pay the Lessor annual rent of \$313,126.51, paying \$26,093.88 monthly in arrears. Total square footage is 18,957 RSF/18,711 USF.
2. In accordance with Paragraph 3.5 of the SFO, the Government will occupy 24.73% of the entire building.
3. The Government may terminate this lease, in whole or in part, on or after December 31, 2011, by giving Lessor thirty (30) days' notice in writing. No rent shall accrue after the effective date of termination.

All other terms and conditions remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR

SIGNATURE <i>Judie Morrone</i>	NAME OF SIGNER JUDIE MORRONE
ADDRESS 212 N. Sangamon #1A Chicago IL 60607	

IN PRESENCE OF

SIGNATURE <i>CK Cole</i>	NAME OF SIGNER CK Cole
ADDRESS 212 N. Sangamon #1A Chicago IL 60607	
UNITED STATES OF AMERICA	

SIGNATURE	NAME OF SIGNER
	OFFICIAL TITLE OF SIGNER

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700 - 63307

## SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. <p style="text-align: center;">9</p>	TO LEASE NO. <p style="text-align: center;">LIL17251</p>	DATE <p style="text-align: center;">6/22/2011</p>	PAGE <p style="text-align: center;">1 of 1</p>
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**ADDRESS OF PREMISES**

MIDWAY BUSINESS CENTER, 5333 S. LARAMIE, CHICAGO, IL 60638-3035

**THIS AGREEMENT, made and entered into this date by and between Sue Ling Glin**

**Whose address is: 212 North Sangamon Street Suite 1A**

**Chicago, IL 60607-1700**

**hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:**

**WHEREAS, the parties hereto desire to amend the above lease to provide instruction to receive lump-sum payment.**

**NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said lease is amended effective April 25, 2011 as follows:**

**Total cost of Tenant Improvements to be paid by the Government via lump-sum payment will be \$42,278.00, including all approved Change Orders. Regarding this lump-sum payment, please follow these instructions:**

- Create and include a unique invoice number on the invoice submitted for payment.
- If a Management Company submits the invoice, please include the name and address of the Management Company, not the lessor. The vendor's or Lessor's name and address must match the name address in the Pegasys vendor file.
- Please cite PS Number PS0019271 on your invoice and submit your invoice directly to the Greater Southwest Finance Center with a copy to the Lease Contracting Office. Invoices without the PS number are immediately returned to the vendor or lessor.
- Please submit invoices electronically on the Finance Website at [www.finance.gsa.gov](http://www.finance.gsa.gov). Vendors or lessor who are unable to process the invoice(s) electronically, may mail invoice(s) to the following address:

GSA, Greater Southwest Finance Center (7BCP)  
PO Box 17181  
Fort Worth, TX 76102

**All other terms and conditions remain in full force and effect.**

**IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.**

**LESSOR**

<small>SIGNATURE</small> 	<small>NAME OF SIGNER</small> <p style="text-align: center;">Judie Morrone</p>
<small>ADDRESS</small> <p style="text-align: center;">212 N. Sangamon St 1A Chicago IL 60607</p>	

**IN PRESENCE OF**

<small>SIGNATURE</small> 	<small>NAME OF SIGNER</small> <p style="text-align: center;">CK Cole</p>
<small>ADDRESS</small> <p style="text-align: center;">212 N. Sangamon St 1A Chicago IL 60607</p>	

**UNITED STATES OF AMERICA**

<small>SIGNATURE</small> 	<small>NAME OF SIGNER</small> <p style="text-align: center;">JoAnne Ludwig</p>
<small>OFFICIAL TITLE OF SIGNER</small> <p style="text-align: center;">Lease Contracting Officer</p>	

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700-533307

## SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. <b>8</b>	TO LEASE NO. <b>LIL17251</b>	DATE <b>6-2-11</b>	PAGE <b>1 of 1</b>
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**ADDRESS OF PREMISES**

**MIDWAY BUSINESS CENTER, 5333 S. LARAMIE, CHICAGO, IL 60638-3035**

**THIS AGREEMENT, made and entered into this date by and between Sue Ling Gln**

Whose address is **212 North Sangamon Street**

**Suite 1A**

**Chicago, IL 60607-1700**

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

**WHEREAS, the parties hereto desire to amend the above lease to provide an additional 2,323 rentable square feet ( 2,048 usable square feet ).**

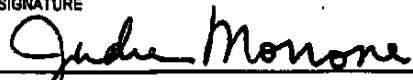
**NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said lease is amended effective April 25, 2011 as follows:**

1. The Government shall pay the Lessor annual rent of \$313,126.51, paying \$26,093.88 monthly in arrears. Total square footage is now 18,957 RSF/16,711 USF.
2. In accordance with Paragraph 3.5 of the SFO, the Government will occupy 24.73% of the entire building.


**All other terms and conditions remain in full force and effect.**

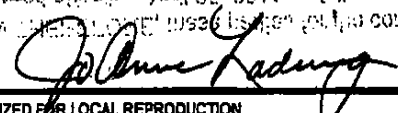
**IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date in and above written.**

**LESSOR**

SIGNATURE 	NAME OF SIGNER <b>JUDIE MORRONE</b>
ADDRESS <b>212 N. Sangamon #1A Chicago IL 60607</b>	

**IN PRESENCE OF**

SIGNATURE 	NAME OF SIGNER <b>CK Cole</b>
ADDRESS <b>212 N. Sangamon #1A CHICAGO IL 60607</b> UNITED STATES OF AMERICA	

SIGNATURE 	NAME OF SIGNER <b>To Anne Ludwig</b>
OFFICIAL TITLE OF SIGNER <b>Lease Contracting Officer</b>	

**UNOFFICIAL COPY**

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**SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL LEASE AGREEMENT NO. 7	TO LEASE NO. LIL17251	DATE 3/23/09	PAGE 1 of 1
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## ADDRESS OF PREMISES

MIDWAY BUSINESS CENTER, 5333 S. LARAMIE, CHICAGO, IL 60638-3035

THIS AGREEMENT, made and entered into this date by and between Sue Ling Gin  
Whose address is 212 North Sangamon Street

Suite 1A

Chicago, IL 60607-1700

hereinafter called the Lessor and the UNITED STATES OF AMERICA, hereinafter called the Government

WHEREAS, the parties hereto desire to amend the above lease to provide an additional 843 rentable square feet (743 usable square feet). The Government will release 1,480 rsf and add 2,323 rsf, for a net increase of 843 rsf. The 1,480 rsf will be released upon Government acceptance of the new space.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said lease is amended effective November 01, 2009 as follows:


- The Lessor shall complete all required improvements no later than 10/31/2009. Ten days prior to completion, the Lessor shall notify the GSA Contracting Officer, or designee person, to arrange for inspection of the premises.
- Paragraph 1 of the Standard Form 2 dated 02/21/2005, as amended, is hereby deleted in its entirety and replaced with the following:
  - The Government shall pay the Lessor annual rent of \$288,800.00, upon Government acceptance of space, estimated to be 10/31/2009.
- Paragraph 12 of the Standard Form 2 is hereby amended to read as follows:
  - In accordance with Paragraph 3.5 of the SFO, the Government will occupy 22.8% of the entire building.

All other terms and conditions remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR

SIGNATURE



NAME OF SIGNER

Judie Morrone

ADDRESS

212 N. Sangamon St. A Chicago 60607

IN PRESENCE OF

SIGNATURE



NAME OF SIGNER

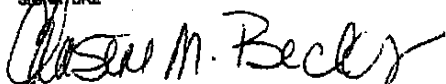
SEAN KELLER

ADDRESS

212 N. Sangamon St. A Chicago IL 60607

UNITED STATES OF AMERICA

SIGNATURE



NAME OF SIGNER

CHRISTINE M. BECKER

OFFICIAL TITLE OF SIGNER

CONTRACTING OFFICER

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700-533509  
+11

GSA

GSA Public Buildings Service

## Supplemental Lease Agreement Number 6

Lease Number: GS-05B-17251 Date: 6/4/08

ADDRESS OF PREMISES: 5333 South Laramie, Chicago, IL 60638.

THIS AGREEMENT, made and entered into this date by and between New Management, Ltd whose address is 212 N. Sangamon, Suite 1-A, Chicago, IL 60607,

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to extend the lease for an additional 3 years/2 years firm and to change the annual rental amount.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective July 1, 2008 as follows:

Paragraph 2 of the Standard Form 2 is deleted in its entirety and replaced with the following:

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on July 1, 2003 through June 30, 2011 subject to termination and renewal rights as may be hereinafter set forth.

Paragraph 3 of the Standard Form 2 is deleted in its entirety and replaced with the following:

3. Effective July 1, 2008 through June 30, 2011, the Government will pay the Lessor a total annual rental amount of \$ 273,896.16 per year (\$16.46 per square foot), at the rate of \$22,824.68 per month in arrears. Rent for a lesser period will be prorated.

Paragraph 4 of the Standard Form 2 is deleted in its entirety and replaced with the following:

4. The Government may terminate this lease, in whole or in part, at any time on or after June 30, 2010 by giving the Lessor at least ONE-HUNDRED TWENTY (120) days notice in writing. No rent shall accrue after the effective date of termination. Said notice shall be computed commencing with the date after the day of mailing.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

Lessor, New Management, Ltd

By Judemone  
(Signature)

Controller/Property Manager  
(Title)

In Presence of Michelle Hudson  
(Signature)

212 N. Sangamon #1A Chicago  
(Address) 60607

United States Of America, General Services Administration, Public Buildings Service.

Christine M. Becker  
Christine Becker

Contracting officer  
(Official Title)

**UNOFFICIAL COPY**

700-533305

**GSA**

GSA Public Buildings Service

**Supplemental Lease Agreement  
Number 5****Lease Number:** GS-05B-17251**Date:** 4/20/08

5333 South Laramie, Chicago, Illinois 60638

THIS AGREEMENT, made and entered into this date by and between New Management Ltd,  
whose address is 212 N. Sangammon, Suite 1-A; Chicago, Illinois 60607,

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to reduce the square footage and to reduce the rent.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective April 25, 2008 as follows:

Paragraph 1 is amended to reflect the following Blocks of space:

1. **Block A:** Consisting of 15,114 rentable square feet of office and related space;

**Block B:** (Suite 116) consisting of 1,520 rentable square feet (1,520 usable square feet) of office and related space.

The total leased space by the Government is 16,634 rentable square feet and two (2) on-site parking spaces.

Paragraph 3 is amended to reflect the rental decrease:

3. Effective April 25, 2008 through June 30, 2008, the Government will pay the Lessor a total annual rental amount of \$267,215.80, which equates to \$ 22,267.98 per month. The rental rate for both blocks of space (A & B) is \$16.06 per rentable square foot.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

Lessor, New Management Ltd.

By

(Signature)

(Title)

In Presence of

(Signature)

(Address)

United States Of America, General Services Administration, Public Buildings Service.

CHRISTINE BECKER

CONTRACTING OFFICER

GSA

## UNOFFICIAL COPY

GSA Public Buildings Service

Supplemental Lease Agreement  
Number 4

Lease Number: GS-05B-17251

Date: 2-28-08

5333 South Laramie; Chicago, Illinois 60638

THIS AGREEMENT, made and entered into this date by and between New Management Ltd,  
whose address is 212 N. Sangamon, Suite 1-A; Chicago, Illinois 60607,

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government

WHEREAS, the parties hereto desire to amend the above Lease to expand the square footage and to increase the rent.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective February 25, 2008 as follows:

Paragraph 1 is amended to include the following:

1. **Block C:** Consisting of 1,701 rentable square feet (1,500 usable square feet) of office and related space. The total leased space by the Government is 18,330 rentable square feet.

Paragraph 3 is amended to include the following:

3. **Block C:** Annual Rent is \$18,000 or 10.58 per rentable square foot.

Effective February 25, 2008 through April 24, 2008 the Government will pay the Lessor a total annual rental amount of \$285,215.18 or \$23,767.98.

Effective April 25, 2008 through June 30, 2008, the Government will pay the Lessor a total annual rental amount of \$267,215.80 or \$ 22,267.98.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

Lessor, New Management Ltd.

By J. Monone  
(Signature)

Property Manager  
(Title)

In Presence of

Eugene May  
(Signature)

\_\_\_\_\_  
(Address)

United States Of America, General Services Administration, Public Buildings Service.

KATRINA TRIMBLE  
KATRINA TRIMBLE

\_\_\_\_\_  
CONTRACTING OFFICER



# UNOFFICIAL COPY



700-533011

GSA Great Lakes Region

February 29, 2008

Ms. Julie Morrone  
New Management, Ltd.  
212 N. Sangamon St  
Chicago, IL 60607

Subject Lease: GS-05B-17251

Enclosed is your fully executed copy of Supplemental Lease Agreement No. 4. If you have any questions, please contact Jeanette Torres at 312-353-1286. Thank you for your continued cooperation in this matter.

*Katrina Trimble*  
Sincerely,

*Temporary Space  
month April 08*

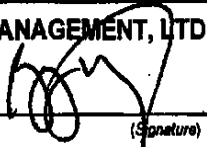
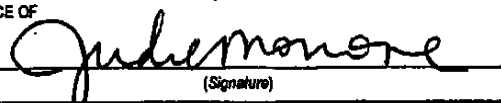

Katrina Trimble  
Contracting Officer  
DoD/DHS Customer Delivery Team  
Customer Projects Division

PROPERTY OF COOK COUNTY Clerk's Office



**UNOFFICIAL COPY**

900-53309

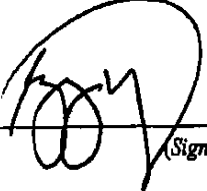

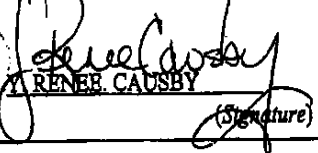
GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 3	DATE 4/26/06
ADDRESS OF PREMISES 5333 South Laramie Chicago, Illinois 60638		TO LEASE NO. GS-05B-17251
<p>THIS AGREEMENT, made and entered into this date by and between  New Management, Ltd  whose address is 212 N. Sangammon, Suite 1-A  Chicago, Illinois 60607  hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:</p> <p>WHEREAS, the parties hereto desire to amend the above Lease.</p> <p>NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective April 25, 2006, as follows:  Supplemental Lease Agreement (SLA) No. 3 to lease GS-05B-17251 is hereby issued to increase the square footage, change the annual rental amount and adjust the percentage of occupancy.</p> <p>Therefore, Paragraph 1 is deleted and replaced with the following:</p> <ol style="list-style-type: none"> <li>The Lessor hereby leases to the Government the following described premises:  Block A: Consisting of 15,114 rentable square feet of office and related space.  Block B: (Suite 116) consisting of 1,520 rentable square feet (1,520 usable square feet) of office and related space.  The total space leased by the Government is 16,634 rentable square feet. Two (2) on-site parking spaces are also included in the rental consideration.</li> </ol> <p>Paragraph 3 is deleted in its entirety and replaced with the following:</p> <ol style="list-style-type: none"> <li>Effective April 25, 2006 through May 31, 2007, the Government will pay the Lessor a total annual rent of \$ 477,059.44 per year, which equates to \$ 39,754.95 broken down as follows:  Block A: Annual Rental is \$ 452,815.44 (\$29.96 per rentable square foot).  Block B: Annual Rental is \$ 24,244.00 (\$15.95 per rentable square foot).</li> </ol> <p>Effective June 1, 2007 through June 30, 2008, the Government will pay the Lessor a total annual rent of \$265,312.30 per year, which equates to \$22,109.36 per month. The rental rate for both blocks of space (A and B) is \$15.95 per rentable square foot.</p> <p>Paragraph 12 is also deleted in its entirety and replaced with the following:</p> <ol style="list-style-type: none"> <li>For the purpose of computing Real Estate taxes, the Government occupies 21.67% of the building.</li> </ol> <p>All other terms and conditions of the lease shall remain in force and effect.</p> <p>IN WITNESS WHEREOF, the parties subscribed their names as of the above date.</p>		
LESSOR <b>NEW MANAGEMENT, LTD</b> BY  _____ P.M. (Signature) (Title) IN PRESENCE OF  _____ (Signature) (Address)		
UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION BY  _____ CHRISTINE M. BECKER CONTRACTING OFFICER (Signature) (Official Title)		

**UNOFFICIAL COPY** 100-583010

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT <b>NO. 2</b>	DATE (FOR GOVT USE ONLY) 10.4.05				
TO LEASE NO. <b>GS-05B-17251</b> <b>PS #007298</b>						
ADDRESS OF PREMISES <b>5333 South Larmie</b> <b>Chicago, IL 60638</b>						
THIS AGREEMENT, made and entered into this date by and between <b>New Management, Ltd</b> whose address is <b>212 N. Sangamon, Ste. 1-A</b> <b>Chicago, IL 60607</b> hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:						
WHEREAS, the parties hereto desire to amend the above Lease.						
NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective <b>June 1, 2005</b> , as follows: This Supplemental Lease Agreement is issued to increase the square footage, change the annual rental, change the firm term, adjust the percentage of occupancy, and to make a total lump sum payment of \$73,740.00.						
Paragraph 1 is deleted in its entirety and replaced with the following: "1. The Lessor hereby leases to the Government the following described premises: a total of 15,114 rentable square feet of office and related space and two (2) on-site parking spaces."						
Paragraph 3 is deleted in its entirety and replace with the following: "2. The rental rate is calculated utilizing a tenant improvement allowance of \$399,144.70 at an interest rate of 5.75% for 2 years, which computes to \$14.01 prsf. The \$14.01 is added on the previously negotiated Gross Rental rate of \$15.95 for years 1 - 2, and \$17.04 for years 3 - 5. Therefore the Total Gross Rental is as follows: <table style="margin-left: 40px; border: none;"> <tr> <td style="padding-right: 20px;">June 1, 2005 - May 31, 2007</td> <td>\$29.96 per rentable square foot</td> </tr> <tr> <td>June 1, 2007 - June 30, 2008</td> <td>\$15.95 per rentable square foot</td> </tr> </table>			June 1, 2005 - May 31, 2007	\$29.96 per rentable square foot	June 1, 2007 - June 30, 2008	\$15.95 per rentable square foot
June 1, 2005 - May 31, 2007	\$29.96 per rentable square foot					
June 1, 2007 - June 30, 2008	\$15.95 per rentable square foot					
Paragraph 4 is deleted in its entirety and replace with the following: "4. The Government may terminate this lease, in whole or in part, at any time on or after May 31, 2007 by giving the Lessor at least 120 days notice in writing. No rent shall accrue after the effective date of termination. Said notice shall be computed with the day after the day of mailing."						
Paragraph 12 is also deleted in its entirety and replaced with the following: "12. For the purpose of computing Real Estate taxes the Government occupies 19.68% of the building.						
All other terms and conditions of the lease shall remain in force and effect.						
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.						
LESSOR <b>NEW MANAGEMENT, LTD</b>						
BY <u></u> <small>(Signature)</small>	P.M.	_____ <small>(Title)</small>				
IN PRESENCE OF <u></u> <small>(Signature)</small>	212 N. Sangamon, 1A Chicago, IL	_____ <small>(Address)</small> 60607				
UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION						
BY <u></u> <b>KATRINA TRIMBLE</b> <small>(Signature)</small>	Contracting Officer	_____ <small>(Official Title)</small>				

KT 04/05

## UNOFFICIAL COPY

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 1	DATE 08 MAR 2004
TO LEASE NO. GS-05B-17251		
ADDRESS OF PREMISES 5333 S. Laramie Chicago, Illinois 60638		
<p>THIS AGREEMENT, made and entered into this date by and between  New Management, Ltd  whose address is 212 N. Sangamon, Ste. 1-A  Chicago, Illinois 60607</p> <p>hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:</p> <p>WHEREAS, the parties hereto desire to amend the above Lease.</p> <p>NOW THEREFORE, the parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective July 1, 2003, as follows:</p> <p>Supplemental Lease Agreement No. 1 is hereby issued to establish the effective date of the lease and the annual rental rate. The Government will only pay Lessor the base rate of the lease, which is \$14.00 per square foot. The full rental rate will be paid once build out is complete. The following is amended to read as follows.</p> <p>3. The Government shall pay the Lessor annual rent of \$161,000.00. This amount only reflects the base rent. The Government shall pay the full rental rate once build out is complete.</p> <p>All other terms and conditions of the lease shall remain in force and effect.</p> <p>IN WITNESS WHEREOF, the parties subscribed their names as of the above date.</p>		
LESSOR New Management, Ltd		
BY  _____ (Signature)	Property Manager _____ (Title)	
IN PRESENCE OF		
 _____ (Signature)	212 N. Sangamon, 1A _____ (Address)	
UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION		
BY  _____ RENEE CAUBY (Signature)	Contracting Officer _____ (Official Title)	

**UNOFFICIAL COPY**

700-533309

STANDARD FORM 2 GENERAL SERVICES ADMINISTRATION	<b>US GOVERNMENT LEASE FOR REAL PROPERTY</b>																		
DATE OF LEASE	<b>21 FEB 2003</b>	LEASE NO.	<b>GS-05B-17251</b>																
THIS LEASE, made and entered into this date by and between <b>SUE LING GIN</b>																			
whose address is <b>212 NORTH SANGAMON STREET, SUITE 1A CHICAGO, IL 60607</b>																			
and whose interest in the property hereinafter described is that of Owner																			
hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:																			
WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:																			
1. The Lessor hereby leases to the Government the following described premises:																			
A total of 11,500 rentable square feet (10,000 ANSI/BOMA Usable square feet) of office and related space and TWO (2) on-site parking spaces in the MIDWAY BUSINESS CENTER, 5333 SOUTH LARAMIE, CHICAGO, ILLINOIS 60638																			
to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION																			
2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on <u>JULY 1, 2003</u> through <u>JUNE 30, 2008</u> subject to termination and renewal rights as may be hereinafter set forth.																			
3. The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears, as follows:																			
<table border="1"> <thead> <tr> <th><u>TERM</u></th> <th><u>ANNUAL RENT</u></th> <th><u>RATE Per RSF</u></th> <th><u>RATE Per USF<sup>2</sup></u></th> <th><u>MONTHLY RATE</u></th> </tr> </thead> <tbody> <tr> <td>07/01/2003 through 06/30/2005</td> <td>\$410,665.00</td> <td>\$35.71</td> <td>\$41.07</td> <td>\$34,222.08</td> </tr> <tr> <td>07/01/2005 through 06/30/2008</td> <td>\$195,040.00</td> <td>\$16.96</td> <td>\$19.50</td> <td>\$16,253.33</td> </tr> </tbody> </table>	<u>TERM</u>	<u>ANNUAL RENT</u>	<u>RATE Per RSF</u>	<u>RATE Per USF<sup>2</sup></u>	<u>MONTHLY RATE</u>	07/01/2003 through 06/30/2005	\$410,665.00	\$35.71	\$41.07	\$34,222.08	07/01/2005 through 06/30/2008	\$195,040.00	\$16.96	\$19.50	\$16,253.33				
<u>TERM</u>	<u>ANNUAL RENT</u>	<u>RATE Per RSF</u>	<u>RATE Per USF<sup>2</sup></u>	<u>MONTHLY RATE</u>															
07/01/2003 through 06/30/2005	\$410,665.00	\$35.71	\$41.07	\$34,222.08															
07/01/2005 through 06/30/2008	\$195,040.00	\$16.96	\$19.50	\$16,253.33															
Note 1. The rate per rentable square foot (RSF) is determined by dividing the total annual rent by the rentable square footage set forth in paragraph 1 above.																			
Note 2. The rate per BOMA usable square foot (USF) is determined by dividing the total annual rental by the BOMA usable square footage set forth in Paragraph 9.																			
4. The Government may terminate this lease, in whole or in part, at any time on or after JUNE 30, 2005 by giving the Lessor at least ONE-HUNDRED TWENTY (120) days notice in writing. No rent shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the day of mailing.																			
5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:																			
<u>TERM</u>	<u>ANNUAL RENT</u>	<u>RATE Per RSF</u>	<u>MONTHLY RATE</u>																
provided notice be given in writing to the Lessor at least ___ days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.																			

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6. Rental is subject to the Government's measurement of plans submitted by the Lessor or a mutual on-site measurement of the space and will be based on the rate, per ANSI/BOMA usable square foot (USF) as noted in Paragraph 3 above, in accordance with Clause 26 (PAYMENT), GSA form 3517, General Clauses. The lease contract and the amount of rent will be adjusted accordingly, but not to exceed the maximum ANSI/BOMA usable square footage requested in SFO Paragraph 1.1, (Amount and Type of Space). Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

MIDWAY BUSINESS CENTER  
P.O. BOX 97253  
CHICAGO, IL 60690

7. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

- A. Those facilities, services, supplies, utilities, and maintenance in accordance with Solicitation for Offers (SFO) GS-05B-17251 and Attachments 1 and 2.
- B. Buildout in accordance with Solicitation for Offers GS-05B-17251 and Attachments 1 and 2. Government space layouts to be furnished within 60 days of award. All tenant alterations to be completed within 60 days from receipt of approved Government space layouts, or the lease effective date identified under Paragraph 2, whichever is later. Lease term to be effective on date of occupancy, if different from Paragraph 2.
- C. Deviations to the approved space layouts furnished by GSA to the Lessor subsequent to award will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.
- D. Lessor shall provide TWO (2) on-site parking spaces at no additional cost to the Government, in accordance with GS-05B-17251 and Attachments 1 and 2.

8. The following are attached and made a part hereof:

- A. Solicitation for Offers GS-05B-17251 and Attachment 1.
- B. GSA Form 3517B entitled General Clauses (Rev. 9/01).
- C. GSA Form 3518 entitled Representations and Certification (Rev. 9/01).

9. The premises described in Paragraph 1 of this Standard Form 2 shall contain 10,000 BOMA usable square feet of office and related space.

10. In accordance with SFO Paragraph 3.8 (Common Area Factor), the common area factor (CAF) is established as 1.15.

11. In accordance with SFO Paragraph 3.5 (Operating Costs Base), the escalation base is established as \$1.06 per BOMA usable square foot.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR: SUE LING GIN / NEW MANAGEMENT LIMITED AS AGENT FOR OWNER

BY Greg Hayes  
(Signature)

[Signature]  
(Signature)

IN THE PRESENCE OF:

Jude Monone  
(Signature)

\_\_\_\_\_  
(Address)

LESSOR: UNITED STATES OF AMERICA

BY [Signature]  
(Signature)

Contracting Officer  
GENERAL SERVICES ADMINISTRATION  
(Official title)

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Continuation of SF-2, GS-05L-17251

Page 3 of 3

12. In accordance with SFO Paragraph 3.2 (Tax Adjustment), the representative percentage of Government occupancy is established as 14.98%. (Based on Government occupancy of 11,500 rentable square feet and total building area of 76,770 rentable square feet) Percentage of occupancy is subject to revision based on actual measurement of Government occupied space at time of final inspection, not to exceed the maximum BOMA usable square feet stated in the SFO, and in accordance with GSAF 3517, GENERAL CLAUSES.
13. The Adjustment for Vacant Premises is established as \$0.00 (rental reduction) per BOMA usable square foot.
14. In accordance with SFO Paragraph 3.2 (Tax Adjustment), the base year real estate taxes are established as \$1.19 per BOMA usable square foot.
15. In accordance with SFO Paragraph 7.3 (Overtime Usage), there will be a \$0.00 per hour charge to the Government for overtime usage of HVAC.
16. All handicapped accessibility deficiencies, if any, must be corrected within 60 days after occupancy at no extra cost to the Government as required by SFO GS-05B-17251. Work to correct deficiencies will not be completed during Government working hours.
17. In paragraph 1.18, Price Structure of SFO GS-05B-17251 the Lessor agrees to provide up to \$44.82 per useable square foot toward the cost of the improvements. The rental rate documented in paragraph 3 of GSA Standard Form 2 is calculated utilizing a tenant improvement allowance of \$448,200.00 (\$44.82 x 10,000 USF) based on the minimum usable square footage stipulated in Paragraph 1.1, Amount and Type of Space of the SFO and the actual Usable Square Footage offered. The Tenant Improvement Allowance will be amortized over the TWO (2) year firm term period of the lease contract at an interest rate of 5.75% per year (\$20.65 per rentable square foot per year).

This rent rate will be adjusted based on actual Tenant Improvement Costs amortized into the rent when the final alterations price is established in accordance with paragraph 1.11, Tenant Improvement Rental Adjustment of the Solicitation for Offers. In the event that the Tenant Improvement Cost is less or more than the amount provided in the rental rate, Lessor agrees to include such difference in the form of reduction or increase of base rent using a 5.75% discount. The refund will be a credit of rent equally spread out throughout the firm lease term, while an increase will be an increase of rent equally spread out throughout the firm lease term. For example, if an unused portion of the tenant improvement allowance totals \$25,000.00, Lessor shall reduce the Government's rent by \$1,099.93 per month (\$25,000.00 amortized over 24 months at a 5.75% discount rate).

18. A cooperative, tenant broker fee of \$16,905.00 is established as part of your Offer dated 10/25/2002. Fifty percent (50%) of the fee is due and payable within 30 days of lease award, and the remaining fifty percent (50%) is due and payable at lease occupancy. The fee(s) is paid to: Equis Corporation, Attn: Mr. Brian Adelstein, 321 North Clark Street, Suite 1010, Chicago, Illinois 60610.



LESSOR SIGNATURE



GOVERNMENT SIGNATURE

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## EXHIBIT B

### DESCRIPTION OF PROPERTY

COOK COUNTY  
RECORDER OF DEEDS  
SCANNED BY \_\_\_\_\_

COOK COUNTY  
RECORDER OF DEEDS  
SCANNED BY \_\_\_\_\_

Property of Cook County Clerk's Office



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## Description of Property

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE INDIANA HARBOR BELT RAILROAD COMPANY AND SOUTH OF ARCHER AVENUE, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY LINE OF ARCHER AVENUE AND THE WEST LINE OF CICERO AVENUE (SAID WEST LINE BEING 50 FEET WEST OF THE EAST LINE OF SAID SECTION 9); THENCE SOUTHWESTERLY ALONG THE SOUTHERLY LINE OF ARCHER AVENUE A DISTANCE OF 321.31 FEET (320.91 FEET DEED) TO A POINT ON A LINE 33 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF THE EAST 1/16 OF SAID SECTION 9 (SAID LINE ALSO BEING THE EAST LINE OF CONDEMNATION CASE NO. 62 S 7992); THENCE SOUTH ALONG SAID PARALLEL EAST LINE A DISTANCE OF 23.39 FEET TO THE POINT OF BEGINNING (SAID POINT BEING 23 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES, TO SAID SOUTHERLY LINE OF ARCHER AVENUE); THENCE WESTERLY ALONG THE SOUTHERLY CONDEMNATION LINE PARALLEL WITH AND 23 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES, TO THE SOUTHERLY LINE OF ARCHER AVENUE, A DISTANCE OF 138.37 FEET; THENCE WEST ALONG SAID CONDEMNATION LINE A DISTANCE OF 94.57 FEET TO A POINT ON A LINE DRAWN PARALLEL WITH THE AFORESAID WEST LINE OF CICERO AVENUE AND 17.13 FEET SOUTH OF THE SOUTHERLY LINE OF ARCHER AVENUE (SAID PARALLEL LINE BEING 555.19 FEET (554.79 FEET DEED) WESTERLY MEASURED ALONG THE SOUTHERLY LINE OF ARCHER AVENUE); THENCE WESTERLY ALONG SAID CONDEMNATION LINE A DISTANCE OF 198.59 FEET TO A POINT ON A LINE 4 FEET SOUTH, MEASURED AT RIGHT ANGLES, TO SAID SOUTHERLY LINE OF ARCHER AVENUE; THENCE WESTERLY ALONG SAID CONDEMNATION LINE A DISTANCE OF 146.73 FEET TO A POINT ON THE SOUTHERLY LINE OF ARCHER AVENUE (SAID POINT BEING 903.15 FEET WESTERLY OF THE WEST LINE OF CICERO AVENUE AS MEASURED ALONG THE SOUTHERLY LINE OF ARCHER AVENUE); THENCE WESTERLY ALONG THE SOUTHERLY LINE OF ARCHER AVENUE A DISTANCE OF 1,720.97 FEET TO THE EAST LINE OF SOUTH LARAMIE AVENUE AS DEDICATED FOR A PUBLIC STREET BY DOCUMENT NO. 10387744 RECORDED JUNE 3, 1929 (SAID EAST LINE BEING 33 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 9); THENCE SOUTH ALONG SAID EAST LINE A DISTANCE OF 645.41 FEET TO THE NORTH LINE OF THE INDIANA HARBOR BELT RAILROAD COMPANY RIGHT-OF-WAY; THENCE EAST ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 2,580.06 FEET TO THE WEST LINE OF CICERO AVENUE; THENCE NORTH ALONG SAID WEST LINE, A DISTANCE OF 797.73 FEET TO A POINT 330.62 FEET SOUTH OF THE SOUTHERLY LINE OF ARCHER AVENUE; THENCE WEST ALONG A LINE



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PARALLEL WITH THE SOUTH LINE OF SAID SECTION 9, A DISTANCE OF 315.97 FEET TO A POINT ON A LINE 33 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF THE EAST 1/16 OF SAID SECTION 9; THENCE NORTH ALONG THE LAST DESCRIBED LINE A DISTANCE OF 248.75 FEET TO THE POINT OF BEGINNING. ALSO KNOWN AS THAT PART NORTH OF THE RIGHT OF WAY OF THE INDIANA HARBOR BELT RAILROAD COMPANY AND SOUTH OF THE CENTER LINE OF ARCHER AVENUE OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS EXCEPTING THE FOLLOWING FIVE PORTIONS OF SAID LAND:

**EXCEPTION PORTION 1:**

THAT PART THEREOF (INCLUDING THE FEE IF SUCH PART) CONDEMNED BY CHICAGO AND WESTERN RAILWAY COMPANY IN CASE NO. 233324, IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT WHERE THE SOUTHERLY LINE OF ARCHER AVENUE CROSSES THE WEST LINE OF SOUTH 48TH AVENUE AND RUNNING THENCE SOUTH ON THE WEST LINE OF SOUTH 48TH AVENUE 334 FEET; THENCE WEST ON A LINE PARALLEL WITH THE SOUTH LINE OF SAID SECTION 9, 125 FEET; THENCE NORTH ON A LINE PARALLEL WITH THE WEST LINE OF SOUTH 48TH AVENUE AND 125 FEET DISTANT THEREFROM TO THE SOUTH LINE OF ARCHER AVENUE; THENCE EASTERLY ON THE SOUTH LINE OF ARCHER AVENUE TO THE PLACE OF BEGINNING;

**EXCEPTION PORTION 2:**

THAT PART THEREOF (INCLUDING THE FEE OF SUCH PART) CONDEMNED BY CHICAGO AND DES PLAINES VALLEY ELECTRIC RAILWAY COMPANY (CONSOLIDATED WITH THE DES PLAINES VALLEY ELECTRIC RAILWAY COMPANY), IN CASE NO. 233325, IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHERE THE SOUTHERLY LINE OF ARCHER AVENUE CROSSES THE WEST LINE OF SOUTH 48<sup>TH</sup> AVENUE AND RUNNING THENCE SOUTH ON THE WEST LINE OF SOUTH 48<sup>TH</sup> AVENUE, 334 FEET; THENCE WEST ON A LINE PARALLEL WITH THE SOUTH LINE OF SAID SECTION 9, 330 FEET, MORE OR LESS, TO A POINT WHICH IS 33 FEET WEST OF THE WEST LINE OF THE EAST 1/16 OF SAID SECTION 9; THENCE NORTH ON A LINE WHICH IS 33 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF THE EAST 1/16 OF SAID SECTION 9 TO THE SOUTH LINE OF ARCHER AVENUE; THENCE EAST ON THE SOUTH LINE OF ARCHER AVENUE TO THE PLACE OF BEGINNING (EXCEPTING OFF THE EAST SIDE THEREOF THE STRIP 125 FEET IN WIDTH HEREINBEFORE EXCEPTED);

**EXCEPTION PORTION 3:**

THAT PART OF THE WEST 33 FEET OF THE SOUTHEAST 1/4 OF SECTION 9, AFORESAID; DEDICATED FOR A PUBLIC STREET (SOUTH LARAMIE AVENUE) BY DOCUMENT NO. 10387744 RECORDED JUNE 3, 1929;

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EXCEPTION PORTION 4:

THAT PART TAKEN BY DEPARTMENT OF PUBLIC WORKS AND BUILDINGS,  
STATE OF ILLINOIS IN CONDEMNATION CASE 62S 7992 DATED APRIL 13,  
1962;

EXCEPTION PORTION 5:

THAT PART CONVEYED TO THE CITY OF CHICAGO BY DEED DATED  
JANUARY 14, 1937 AND RECORDED APRIL 13, 1937 AS DOCUMENT NO.  
11979458 PURSUANT TO CASE NO. 451833, SUPERIOR COURT OF COOK  
COUNTY, ILLINOIS, DESCRIBED AS THAT PART OF THE LAND LYING EAST  
OF A LINE 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID  
SECTION 9, AFORESAID.

*5333 S Laramie Ave  
Hyatt. 60638*

Property of Cook County Clerk's Office