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Doc# 1935206099 Fee \$88.00

SHSP FEE: \$9.00 RPRF FEE: \$1.00

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 12/18/2019 02:17 PM PG: 1 OF 6

This document was prepared by:

Elizabeth Berlinsky  
Sterling Bay  
1330 W. Fulton Street, Suite 800  
Chicago, IL 60607

When recorded return to:

C.H. Robinson Worldwide, Inc.  
14800 Charlson Road, Suite 1900  
Eden Prairie, MN 55347  
Attention: Brian Hennen

(Above Space for Recorder's Use Only)

*CCHI 1904011LD - Tm (141)*

## FIRST AMENDMENT TO MEMORANDUM OF LEASE AGREEMENT AND PARTIAL RELEASE

This First Amendment to Memorandum of Lease Agreement and Partial Release ("Amendment to Memorandum") is made this 13<sup>th</sup> day of December, 2019 by and between 1511 W. WEBSTER, LLC, a Delaware limited liability company ("Landlord") and C.H. ROBINSON WORLDWIDE, INC., a Delaware corporation ("Tenant").

Landlord and Tenant are parties to that certain Memorandum of Lease Agreement dated as of September 29, 2015 and recorded October 1, 2015 with the Cook County Recorder of Deeds as Doc # 1527444061 ("Original Memorandum"), memorializing certain terms of that Lease Agreement dated as of September 29, 2015 between Landlord and Tenant ("Original Lease").

Pursuant to the Original Lease, Landlord agreed to lease to Tenant all of the rentable area in an office building constructed on Phase I Land (as defined in the Original Lease) and all of the parking spaces on a surface parking lot constructed on Phase II Land (as defined in the Original Lease). The Original Lease was subsequently amended by a certain First Amendment to Lease dated as of September 30, 2019 ("First Amendment", which, together with the Original Lease, is hereinafter referred to collectively as the "Lease"), pursuant to which, among other things, Landlord and Tenant agreed that, upon conveyance of that certain piece of land containing approximately 7,940 square feet which is legally described on Exhibit A attached hereto and depicted on Exhibit B attached hereto ("Phase II Sliver") by Landlord to Alloy Property Company, LLC, Tenant would document a recordable release of both (a) Tenant's right of first offer concerning the Phase II Sliver and (b) Tenant's leasehold interest in and to the Phase II Sliver.

Landlord and Tenant desire to enter into this Amendment to Memorandum to confirm that, upon conveyance of the Phase II Sliver by Landlord to Alloy Property Company, LLC, Tenant shall be deemed to have released (i) Tenant's leasehold interest in the Phase II Sliver, (ii) Tenant's right of first offer with respect to the Phase II Sliver, and (iii) any other rights of Tenant to occupy, lease, purchase or acquire the Phase II Sliver.

*Box 400*

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This Amendment to Memorandum is solely for notice and recording purposes and shall not be construed to alter, modify, expand, diminish or supplement the provisions of the Lease. In the event of any inconsistency between the provisions of this Amendment to Memorandum and the provisions of the Lease, the provisions of the Lease shall govern. Each of the obligations and rights granted or created herein shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

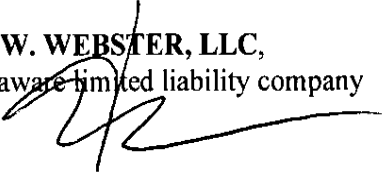
*[Signature pages follow.]*

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, this First Amendment to Memorandum of Lease Agreement has been duly executed by the parties hereto as of the day and year first above written.

**1511 W. WEBSTER, LLC,**  
a Delaware limited liability company

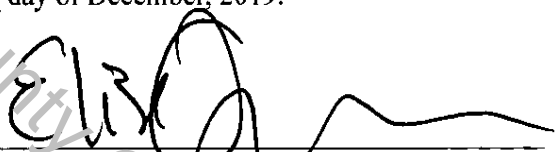


By: \_\_\_\_\_  
Name: Andrew Bloer  
Title: Authorized Signatory

STATE OF ILLINOIS            )  
  )        SS.  
COUNTY OF COOK            )

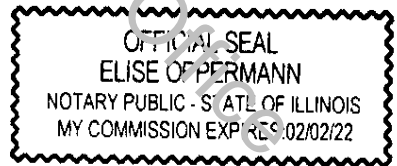
I, Elise Oppermann, a Notary Public, in and for the State aforesaid, do hereby certify, that Andrew Bloer, as Authorized Signatory of 1511 W. Webster, LLC, a Delaware limited liability company who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such member appeared before me this day in person and acknowledged he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act and deed of said limited liability company, for the uses and purposes herein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and notarial seal this 13<sup>th</sup> day of December, 2019.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:  
2/2/22

[Signatures continue on next page.]



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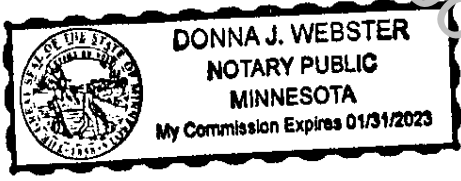
**C.H. ROBINSON WORLDWIDE, INC.,**  
a Delaware corporation

By: *[Signature]*  
Name: Christopher E. Garst  
Title: Authorized Signatory

STATE OF Minnesota )  
  ) SS.  
COUNTY OF Stearns )

I, a Notary Public, in and for the State aforesaid, do hereby certify, that Christopher E. Garst personally appeared before me, and acknowledged himself/herself to be the Assistant Secretary of C.H. Robinson Worldwide, Inc., a Delaware corporation, and that he/she as such Assistant Secretary, being authorized to do so, executed the foregoing instrument for purposes therein contained by signing on behalf of such corporation by himself/herself as such Assistant Secretary and desired that such instrument be recorded as such.

GIVEN under my hand and notarial seal this 13<sup>th</sup> day of December, 2019.



*[Signature]*  
Notary Public

My Commission Expires:  
11/31/2023

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## EXHIBIT A

### LEGAL DESCRIPTION OF PHASE II SLIVER

THAT PART OF LOT 8 AND THE NORTH 1/2 OF LOT 9 IN SUB-BLOCK 6 IN DOMINICK'S SUBDIVISION OF LOTS 1, 2, AND 3 IN BLOCK 14 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE NORTH 1/2 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH HALF OF LOT 9 AFORESAID WITH THE EAST LINE THEREOF, BEING ALSO THE WESTERLY LINE OF NORTH DOMINICK STREET; THENCE NORTH  $31^{\circ}04'00''$  WEST ALONG SAID WESTERLY LINE OF NORTH DOMINICK STREET 48.95 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE NORTH  $27^{\circ}16'12''$  WEST 37.11 FEET; THENCE SOUTH  $64^{\circ}50'41''$  WEST 187.99 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF LOT 9 AFORESAID; THENCE NORTH  $88^{\circ}56'21''$  EAST ALONG SAID SOUTH LINE OF THE NORTH HALF OF LOT 9, A DISTANCE OF 210.12 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

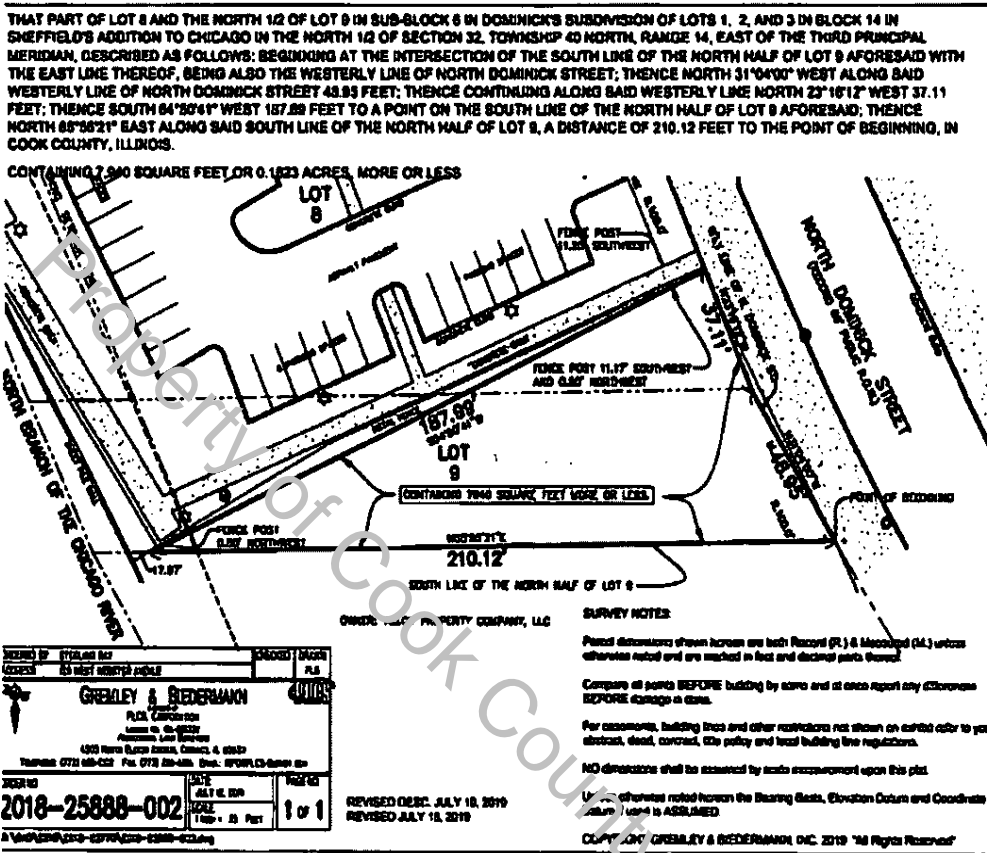
Property Commonly known as: vacant land, 2128 N. Dominick Street, Chicago, IL 60614

Tax Parcel number: part of 14-32-120-001-0000

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## EXHIBIT B

### DEPICTION OF PHASE II SLIVER



60611483v.2