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The Selig Law Firm
150 N. Riverside Plaza, Suite 1810
Chicago, IL 60606
Attention: Scott A. Weisenberg

Permanent Tax Index Number:
17-09-400-020; 17-09-400-021;
17-09-400-022; 17-09-400-023;
17-09-400-024; 17-09-400-025;
17-09-400-026; 17-09-400-027;
17-09-400-028; 17-09-400-029;
17-09-400-030

Property Address:
350 West Mart Center Drive
Chicago, Illinois 60654



2116745042

Doc# 2116745042 Fee \$71.00

RHSP FEE: \$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 06/16/2021 10:42 AM PG: 1 OF 11

This space reserved for Recorder's use only.

MEMORANDUM OF THIRD AMENDMENT TO RESTATEMENT OF LEASE

THIS MEMORANDUM OF THIRD AMENDMENT TO RESTATEMENT OF LEASE (this "**Memorandum**") is made and entered into as of June 14, 2021, by and between **BRE RIVER NORTH POINT OWNER LLC**, a Delaware limited liability company, whose present address is c/o EQ Office, 350 North Orleans Street, Chicago, Illinois 60654 ("**Landlord**") and **MDG HIMP CHICAGO OWNER LLC**, an Illinois limited liability company ("**Tenant**"), whose present address is 227 W. Monroe, Suite 5040, Chicago, Illinois 60606, with reference to the following facts:

A. LaSalle National Bank, not individually, but as Trustee under a Trust Agreement dated March 1, 1967, and known as Trust No. 36223 (the "**Original Landlord**") and LaSalle National Bank, as Trustee Under Trust Agreement Dated December 11, 1973 and known as Trust Number 46644 (the "**Original Tenant**") entered into that certain Restatement of Lease dated February 14, 1974 (the "**Original Lease**"), by which Tenant leased certain real property and rights appurtenant thereto in Chicago, Illinois. The Original Lease was recorded in Cook County, Illinois on June 21, 1974 as Document No. 22759596. The Original Lease was amended by a First Amendment to Lease, dated August 18, 1975 and recorded November 17, 1975 as Document No. 23294498 ("**First Amendment to Original Lease**").

B. The Original Lease and First Amendment to Original Lease were amended and restated in their entirety by that certain Restatement of Lease Dated February 14, 1974, dated August 16, 1976 and recorded September 2, 1976 as Document No. 23622017 (the "**Restatement of Lease**"). The Restatement of Lease was amended by (i) Amendment to Restatement of Lease dated February 29, 1980 and recorded March 3, 1980 as Document No. 25379450 ("**First**

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Amendment”), and (ii) Second Amendment to Restatement of Lease dated September 3, 1996 and recorded September 27, 1996 as Document No. 96739201 (“**Second Amendment**”).

C. The Restatement of Lease, as amended, was further amended by that certain First Cumulative Amendment to Restatement of Lease dated November 1, 2004 and recorded December 14, 2004 as Document No. 0434939065 (“**First Cumulative Amendment**”). The First Cumulative Amendment amended, restated and superseded in its entirety the First Amendment and Second Amendment and made certain other modifications to the Restatement of Lease.

D. Original Landlord was the predecessor in interest to 350 North Orleans L.L.C., a Delaware limited liability company (“**Successor Landlord**”).

E. The Restatement of Lease was further amended by that certain Second Amendment to Restatement of Lease dated May 20, 2009 and recorded May 20, 2009 as Document No. 0914034088 (“**Second Amendment to Restatement**”) entered into by and between Successor Landlord and Original Tenant. The Restatement of Lease as amended by the First Cumulative Amendment and the Second Amendment to Restatement is referred to herein as the “**Current Lease**”.

F. Successor Landlord was the predecessor in interest to Landlord.

G. Chicago Title Land Trust Company, successor to LaSalle National Bank, not individually, but solely as Trustee under Trust Agreement dated December 11, 1973, as extended, and known as Trust No. 4664 (the “**Successor Tenant**”) was the successor in interest to the Original Tenant.

H. The Successor Tenant has assigned to Tenant all of Successor Tenant’s rights, title and interest to and under the Current Lease.

I. The Restatement of Lease was further amended by that certain Third Amendment to Restatement of Lease dated June 14, 2021 by and between Landlord and Tenant (the “**Third Amendment to Restatement**”).

J. The Restatement of Lease, as amended by the First Cumulative Amendment, the Second Amendment to Restatement, and the Third Amendment to Restatement, is referred to herein as the “**Lease**.”

K. The property subject to the Lease is described on **Exhibit A** attached hereto (the “**Leased Property**”).

L. All capitalized terms used but not defined in this Memorandum will have the meanings set forth for such terms in the Third Amendment to Restatement.

M. The Term of the Lease as modified by the Third Amendment to Restatement expires on the last day of the month that is seventy-five (75) years after the date hereof, unless earlier terminated in accordance with the terms of the Lease.

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N. Pursuant to that certain Option to Extend by and between Landlord and Tenant, dated as of the date hereof, Tenant has the right, at Tenant's option, to extend the Term for one (1) additional period of twenty-four (24) years, subject to the terms and conditions set forth therein.

O. This Memorandum is executed for the purpose of giving notice of the existence of the Lease and the Third Amendment to Restatement and to provide the acknowledgment of Landlord's Fee Mortgagee, as set forth on its signature page hereto. This Memorandum shall in no way affect the terms and conditions of the Lease or the interpretation of the rights and duties of Landlord and Tenant thereunder or any mortgagee of Landlord or Tenant, and to the extent the Lease and this Memorandum conflict, the Lease shall control.

[Signatures Follow]

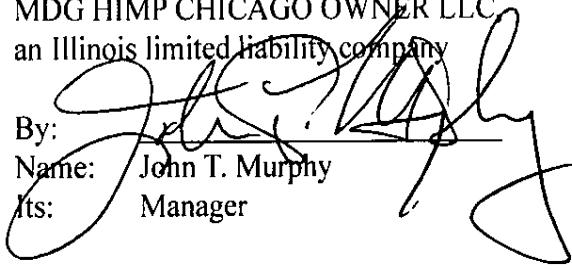
Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the parties hereto have executed this Memorandum on the day and year first above written.

TENANT:

MDG HIMP CHICAGO OWNER LLC
an Illinois limited liability company

By: 
Name: John T. Murphy
Its: Manager

State of Illinois

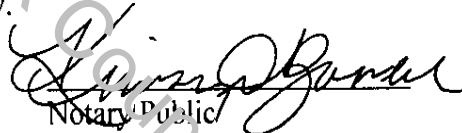
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County of Cook

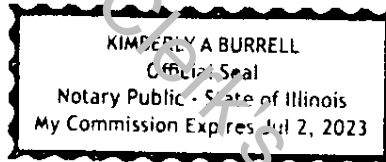
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The foregoing instrument was acknowledged before me on May 25, 2021, by John T. Murphy, Manager of MDG HIMP Chicago Owner LLC, an Illinois limited liability company on behalf of the limited liability company.


Notary Public

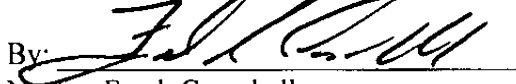
Commission expires: July 2, 2023



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LANDLORD:

BRE RIVER NORTH POINT OWNER LLC,
a Delaware limited liability company

By: 

Name: Frank Campbell

Title: Executive Vice President and Chief
Operating Officer

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned Notary public in and for said County and State, hereby certify that Frank Campbell, whose name as Executive Vice President and Chief Operating Officer of BRE River North Point Owner LLC, a Delaware limited liability company is signed to the foregoing instrument, and who is known to me, acknowledged before me this day that, being informed of the contents of the instrument, he as such Executive Vice President and Chief Operating Officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand this the 7th day of JUNE, 2021:

Notary Public:

Sign: 

Print Name: Adam Long

My Commission Expires: December 3, 2024

[AFFIX SEAL]



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ACKNOWLEDGEMENT OF FEE MORTGAGEE

The undersigned (the "Fee Mortgagee") is the "Lender" under that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of June 27, 2018, recorded in Cook County, Illinois, on June 27, 2018, as Document No. 1817818163 (the "Fee Mortgage"). By its execution hereof, Fee Mortgagee acknowledges that it has consented to Landlord's execution of the Third Amendment to Restatement and that the lien of the Fee Mortgage remains subject to the Lease, as modified by such Third Amendment to Restatement.

Capitalized terms used but not otherwise defined in this Acknowledgement of Fee Mortgagee shall have the meanings set forth in this Memorandum.

FEE MORTGAGEE:

WILMINGTON TRUST, NATIONAL ASSOCIATION, SOLELY IN ITS CAPACITY AS TRUSTEE FOR THE BENEFIT OF THE HOLDERS OF THE GS MORTGAGE SECURITIES CORPORATION TRUST 2018 RIVR, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2018-RIVR, AND THE RR INTEREST OWNER

By: Wells Fargo Bank, National Association, solely in its capacity as Servicer pursuant to that certain Trust and Servicing Agreement dated as of July 27, 2018

By: 

Name: MARK ANDREW SIMMS

Its: VICE PRESIDENT

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STATE OF NORTH CAROLINA)

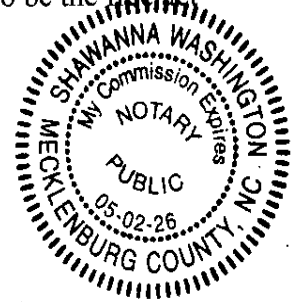
) SS.

COUNTY OF MECKLENBURG)

On June 11th, 2021, personally appeared the above named MARC SIMMS, a vice president of Wells Fargo Bank, National Association, solely in its capacity as Servicer pursuant to that certain Trust and Servicing Agreement dated as of July 27, 2018, for and on behalf of WILMINGTON TRUST, NATIONAL ASSOCIATION, SOLELY IN ITS CAPACITY AS TRUSTEE FOR THE BENEFIT OF THE HOLDERS OF THE GS MORTGAGE SECURITIES CORPORATION TRUST 2018 RIVR, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2018-RIVR, AND THE RR INTEREST OWNER and acknowledged the foregoing to be the free act and deed of said association, before me.

Notary Public

My commission expires: 05/02/2020 My commission expires



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EXHIBIT A

To Memorandum of Lease

LEASED PROPERTY

PARCEL A:

LEASEHOLD ESTATE, CREATED BY THE LEASE EXECUTED BY 350 NORTH ORLEANS, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, SUCCESSOR IN INTEREST TO LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 1, 1967, AND KNOWN AS TRUST NUMBER 36223 (LESSOR) TO CHICAGO TITLE LAND TRUST COMPANY, SUCCESSOR TRUSTEE TO LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 11, 1973 AND KNOWN AS TRUST NUMBER 46644 (LESSEE), A MEMORANDUM OF WHICH LEASE WAS DATED FEBRUARY 14, 1974 AND RECORDED JUNE 21, 1974, AS DOCUMENT NUMBER 22759596 IN THE OFFICE OF THE COOK COUNTY RECORDER, AS RESTATED BY RESTATEMENT OF LEASE DATED FEBRUARY 15, 1974 AND RECORDED SEPTEMBER 2, 1976 AS DOCUMENT 23622017 IN THE OFFICE OF THE COOK COUNTY RECORDER, AND LAST AMENDED BY FIRST CUMULATIVE AMENDMENT TO RESTATEMENT OF LEASE DATED NOVEMBER 1, 2004 AND RECORDED DECEMBER 14, 2004 AS DOCUMENT NUMBER 0434939065 IN THE OFFICE OF THE COOK COUNTY RECORDER, AND BY THE SECOND AMENDMENT TO RESTATEMENT OF LEASE DATED MAY 20, 2009 AND RECORDED MAY 20, 2009 AS DOCUMENT NUMBER 0914034088 IN THE OFFICE OF THE COOK COUNTY RECORDER, AND THE THIRD AMENDMENT TO RESTATEMENT OF LEASE A MEMORANDUM OF WHICH DATED June 14, 2021, RECORDED June 14, 2021 AS DOCUMENT NUMBER 2116745042 IN THE OFFICE OF THE COOK COUNTY RECORDER AND THE ASSIGNMENT OF LEASE DATED June 14, 2021, RECORDED June 14, 2021 AS DOCUMENT NUMBER 2116745038 IN THE OFFICE OF THE COOK COUNTY RECORDER (COLLECTIVELY, THE "LEASE"), WHICH LEASE DEMISES THE FOLLOWING DESCRIBED LAND:

LOTS 5 THROUGH 15, BOTH INCLUSIVE IN WOLF POINT, BEING A RESUBDIVISION OF LOTS AND PARTS OF LOTS, IN BLOCKS 6, 7, 14 AND 15, IN ORIGINAL TOWN OF CHICAGO, TOGETHER WITH PARTS OF VACATED STREETS AND ALLEYS AND ADJOINING LANDS, ALL IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN CHICAGO, COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 24, 1975 WITH THE COOK COUNTY RECORDER OF DEEDS AS DOCUMENT NUMBER 23335160.

NOTWITHSTANDING ANY OF THE ABOVE, LANDLORD SPECIFICALLY EXCEPTS FROM THE LEASED PROPERTY AND RESERVES TO ITSELF THE FOLLOWING:

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1) AREAS TO BE LOCATED BY THE ARCHITECTS, NOT TO EXCEED A TOTAL OF 50 SQUARE FEET, EXTENDING FROM THE LANDLORD'S BUILDING TO THE ROOF OF EITHER THE 18TH OR 23RD FLOOR LEVELS FOR THE INSTALLATION OF TOILET EXHAUST DUCTS, A.C., REFRIGERANT PIPING, ELECTRICAL SERVICE, KITCHEN EXHAUST DUCTS AND OTHER FACILITIES ALONG WITH THE RIGHT OF ACCESS TO INSPECT, MAINTAIN AND REPAIR THE SAME;

AND

2) AREAS TO BE LOCATED BY THE ARCHITECTS WITHIN THE CEILING SPACE OF THE 14TH AND 15TH FLOORS FOR THE HORIZONTAL TRANSFER OF TOILET EXHAUST DUCTS, A.C. REFRIGERANT PIPING, ELECTRICAL SERVICE, KITCHEN EXHAUST DUCTS AND OTHER FACILITIES ALONG WITH THE RIGHT OF ACCESS TO INSPECT, MAINTAIN AND REPAIR THE SAME.

PARCEL B:

EASEMENT FOR THE BENEFIT OF PARCEL A AS CREATED BY PARKING RIGHTS EASEMENT AGREEMENT DATED APRIL 1, 1998 AND RECORDED APRIL 9, 1998 AS DOCUMENT NO. 98284711 IN THE OFFICE OF THE COOK COUNTY RECORDER, AS AMENDED BY FIRST AMENDMENT TO PARKING RIGHTS EASEMENT AGREEMENT DATED NOVEMBER 1, 2004 AND RECORDED DECEMBER 14, 2004 AS DOCUMENT NO. 0434939063 IN THE OFFICE OF THE COOK COUNTY RECORDER, AND AS FURTHER AMENDED, TO USE 100 PARKING SPACES LOCATED IN THE MOTOR VEHICLE PARKING FACILITY BUILT ON PART OF LOTS 1 AND 5 OF WOLF POINT II SUBDIVISION OF LOT 16 IN WOLF POINT RESUBDIVISION AND INGRESS AND EGRESS RELATED TO SUCH PARKING, ALL IN ACCORDANCE WITH THE TERMS SPECIFIED IN THE AFORESAID LEASE, AS AMENDED, AND THAT AGREEMENT REGARDING PARKING DATED DECEMBER 31, 2018 AND RECORDED JANUARY 11, 2019 AS DOCUMENT NUMBER 1901122028 IN THE OFFICE OF THE COOK COUNTY RECORDER.

PARCEL C:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL A AND CREATED BY LEASE DATED FEBRUARY 14, 1974 AND RECORDED JUNE 21, 1974, AS DOCUMENT 22759596 IN THE OFFICE OF THE COOK COUNTY RECORDER, AS RESTATED BY RESTATEMENT OF LEASE DATED FEBRUARY 15, 1974 AND RECORDED SEPTEMBER 2, 1976 AS DOCUMENT 23622017 IN THE OFFICE OF THE COOK COUNTY RECORDER, AND LAST AMENDED BY FIRST CUMULATIVE AMENDMENT TO RESTATEMENT OF LEASE DATED NOVEMBER 1, 2004 AND RECORDED DECEMBER 14, 2004 AS DOCUMENT NUMBER 0434939065 IN THE OFFICE OF THE COOK COUNTY RECORDER, AND BY THE SECOND AMENDMENT TO RESTATEMENT OF LEASE DATED MAY 20, 2009 AND RECORDED MAY 20, 2009 AS DOCUMENT NUMBER 0914034088 IN THE OFFICE OF THE COOK COUNTY RECORDER, FROM 350 NORTH ORLEANS, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, SUCCESSOR IN INTEREST TO LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 1, 1967 AND KNOWN AS TRUST

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NUMBER 36223 TO CHICAGO TITLE LAND TRUST COMPANY, SUCCESSOR TRUSTEE TO LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 11, 1973 AND KNOWN AS TRUST NUMBER 46644 AND WITH RESPECT TO THE PARKING AND ACCESS PROVISIONS NOTED AS 5 AND 6 BELOW, THAT AGREEMENT REGARDING PARKING DATED DECEMBER 31, 2018 AND RECORDED JANUARY 11, 2019 AS DOCUMENT NUMBER 1901122028 IN THE OFFICE OF THE COOK COUNTY RECORDER, AS FOLLOWS:

1) THE RIGHT TO OCCUPY IN LANDLORD'S BUILDING THAT SPACE NECESSARY, IN ACCORDANCE WITH THE PLANS, FOR ALL ELECTRICAL, PLUMBING AND MECHANICAL RISERS (THE TERM "RISERS" INCLUDES ALL PIPES, DUCTS, CONDUITS, VALVES AND SIMILAR ITEMS) FOR THE SYSTEMS FOR MAKING AVAILABLE TO THE LEASED PROPERTY:

- A. WATER
- B. SANITARY AND STORM WATER DISPOSAL
- C. HEATING, VENTILATING, AIR CONDITIONING
- D. TELEPHONE AND ELECTRICAL SERVICE
- E. FIRE PROTECTION

(THESE SYSTEMS ARE COLLECTIVELY REFERRED TO AS THE "LIFE SUPPORT SYSTEM")

2) A RIGHT OF SUPPORT FROM ALL CAISSONS, FOUNDATIONS, COLUMNS AND BEAMS SHOWN ON THE PLANS AND LOCATED IN LANDLORD'S BUILDINGS FOR THE HOTEL STRUCTURE.

3) THE RIGHT TO USE AND OBTAIN THE BENEFITS FROM THE FOLLOWING FACILITIES LOCATED WITHIN OR ABOUT LANDLORD'S BUILDING IN THE MANNER CONTEMPLATED BY THE PLANS DESCRIBED IN THE LEASE.

A. THE RIVER WATER PUMPING ROOM DESIGNATED IN THE PLANS AS ROOM S2-10 ALONG WITH THE PIPING SYSTEM CONNECTING SAID PUMP ROOM WITH THE MECHANICAL ROOM DESIGNATED AS ROOM S2- 11 (IT BEING UNDERSTOOD THAT TWO PUMPS SERVING THE LEASED PROPERTY AND OWNED BY TENANT SHALL BE LOCATED IN SAID PUMP ROOM).

B. THE RECEIVING AREA SERVING THE LOADING DOCKS DESCRIBED IN PARCEL "D" IN THE PLANS ATTACHED TO THE LEASE.

C. THE MECHANICAL ROOM DESIGNATED IN THE PLANS AS ROOM S2-11.

D. THE EMERGENCY GENERATOR ROOM DESIGNATED IN THE PLANS AS ROOM S2-12.

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E. THE COMMONWEALTH EDISON TRANSFORMER AND SWITCH GEAR ROOM DESIGNATED AS ROOM S2-11 IN THE PLANS.

F. THE SYSTEM OF PIPES CONNECTING LANDLORD'S BUILDING TO THE SANITARY SEWER LOCATED IN STREET ADJACENT TO THE LAND.

G. THE SYSTEM OF PIPES CONNECTING LANDLORD'S BUILDING TO THE RIVER FOR STORM WATER DISPOSAL.

H. THE PIPES, PUMPING SYSTEM, TANK, VALVES AND CONTROLS CONNECTING THE MUNICIPAL WATER MAINS TO THE SYSTEM SERVING THE LEASE PROPERTY.

4) THE RIGHT OF ACCESS TO ALL PORTIONS OF THE LEASED PROPERTY AND EASEMENTS AND APPURTENANCES THERETO ABOVE DESCRIBED FOR THE USE, INSPECTION, REPAIR, MAINTENANCE AND REPLACEMENT OF TENANT'S FACILITIES.

5) THE RIGHT OF ACCESS UPON AND OVER LANDLORD'S BUILDING AND THE LAND FOR INGRESS AND EGRESS FROM ALL PORTIONS OF THE LEASE PROPERTY AND THE APPURTENANCES THERETO ABOVE DESCRIBED.

PINS:

- 17-09-400-020
- 17-09-400-021
- 17-09-400-022
- 17-09-400-023
- 17-09-400-024
- 17-09-400-025
- 17-09-400-026
- 17-09-400-027
- 17-09-400-028
- 17-09-400-029
- 17-09-400-030

Street Address: 350 North Orleans Street
Chicago, Illinois 60651

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