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Prepared by and after
recording return to:

Thomas G. Jaros
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2 North LaSalle Street
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Chicago, Illinois 60602



2133428068

Doc# 2133428068 Fee \$88.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 11/30/2021 02:56 PM PG: 1 OF 7

FIRST AMENDMENT TO GROUND LEASE

THIS FIRST AMENDMENT GROUND LEASE AGREEMENT ("Amendment") is made as of the 30th day of November, 2021, by and between **1401 S. WABASH, LLC**, a Delaware limited liability company ("Landlord"), and **51 E. 14TH STREET DEVELOPMENT CORPORATION**, a Delaware corporation ("Tenant"), and together with Landlord, the "Parties").

Whereas Landlord and Tenant are parties to that certain Ground Lease Agreement between the Parties, dated as of January 1, 2018, and recorded in the land records of Cook County, Illinois on August 14, 2018 as Document Number 1822633039 (the "Lease") pursuant to which Tenant has leased from Landlord the Leasehold Premises. The Leasehold Premises are legally described on Exhibit A to this Amendment.

Whereas, **BELLWETHER ENTERPRISE MORTGAGE INVESTMENTS, LLC**, a Maryland limited liability company (together with its successors and assigns, "Current Lender") agreed to make a loan to Tenant (the "Mortgage Loan"), with such Mortgage Loan being secured by Tenant's Estate.

Whereas, as a condition precedent to making the Mortgage Loan, Current Lender requires that the Lease be amended as set forth below; and

Whereas, the Parties desire to so amend the Lease,

Now, therefore, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, the Parties hereby covenant and agree as follows:

1. Defined Terms. Capitalized terms used and not otherwise defined herein have the meaning of such defined term set forth in the Lease.
2. The following additions and modifications Lease ("Fannie Mae Provisions"):
 - A. Full Force and Effect. As of the date of this Amendment, and except as expressly modified hereby, the Lease is in full force and effect.
 - B. Further Assurances. Landlord agrees to execute and deliver such further amendments to the Lease and provide such further assurances as may be required by any Leasehold Mortgagee in order for Tenant to obtain a Leasehold Mortgage

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provided such amendment(s) do not materially and adversely affect Landlord's rights and interests under the Lease.

- C. Loan. The Mortgage Loan and all the associated terms and conditions as stated in all documents related to the Mortgage Loan (the "**Loan Documents**") are expressly permitted hereby.
- D. Term. Notwithstanding anything in the Lease to the contrary, the Term of the Lease shall not expire until the date that is the latest of: (i) the original termination date stated in the Lease, or (ii) 30 years beyond the term of the Mortgage Loan.
- E. Mortgage of Landlord's Fee Estate. Landlord shall not mortgage its fee estate without first obtaining (i) an express subordination of Landlord's fee mortgage to Tenant's interest under the Lease and (ii) the written consent of any Leasehold Mortgagee to such fee mortgage. Notwithstanding anything to the contrary, Tenant shall not subordinate its Leasehold Estate to a mortgage of the fee obtained by Landlord.
- F. Tenant's Assignment or Sublease. Article 19 of the Lease is hereby deleted in its entirety, and the following inserted in lieu thereof

Tenant shall have the right during the term of the Lease to assign all of its right, title and interest under the Lease, including any option to purchase, or to sublet the Leased Premises in whole or in part without obtaining the consent of Landlord. The transfer of all or any part of the Leasehold Estate by trustee's sale or foreclosure pursuant to a Leasehold Mortgage or by other enforcement proceeding taken by or on behalf of a Leasehold Mortgagee shall not be subject to the consent of Landlord, and Tenant shall have the right, without the consent of Landlord, to assign this Lease to a Leasehold Mortgagee in lieu of trustee's sale or foreclosure through settlement of or arising out of any pending or threatened trustee's sale or foreclosure proceeding.

- G. Notice to Landlord of Leasehold Mortgage. The notice address for Current Lender is:

Bellwether Enterprise Mortgage Investments, LLC
11000 Broken Land Parkway
Suite 700
Columbia, MD 21044

Landlord hereby accepts this Paragraph G as notice of the Leasehold Mortgage in accordance with Section 9(a)(i) of the Lease, agrees to provide to Current Lender Current Lender at the above address, and affirms that Current Lender is a "Leasehold Mortgagee" for all purposes under the Lease.

- H. Leasehold Mortgagee Liability. No Leasehold Mortgagee (or its designee or nominee) shall have any personal liability under the Lease, unless and until it has obtained record title to the Leasehold Estate. If a Leasehold Mortgagee obtains record title to the Leasehold Estate, any liability of the Leasehold Mortgagee and its assigns to the Landlord shall be limited to their respective interests in the Leasehold Estate.

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- I. Damage or Condemnation. In the event of any damage to or destruction of any of the buildings or improvements on the Property by fire or other casualty or in the event of any taking or condemnation, in whole or in part, of the Property or the Development (or any conveyance in lieu thereof), the Lease cannot be terminated, and the rights of Landlord and obligations of Tenant hereunder shall be subject and subordinate to the rights of each Leasehold Mortgagee and obligations of Tenant under any Leasehold Mortgage as to the repair, demolition or restoration of the Leased Premises and the buildings and improvements thereon and as to the receipt, use, and disbursement of all insurance or condemnation proceeds. Any casualty insurance claim or condemnation award, which would otherwise be payable to the Landlord or the Tenant, shall be payable to the Leasehold Mortgagee, subject to the terms of any Leasehold Mortgage (except such portion of the proceeds that are paid or awarded pursuant to the Lease to Landlord solely for its reversionary interest in the Leased Premises as land considered as unimproved that is not otherwise required by any Leasehold Mortgagee to be applied to any repair, demolition or restoration of the Leased Premises or the buildings or improvements thereon). Each Leasehold Mortgagee shall be entitled to participate in the adjustment of losses and settlement of any insurance claim or condemnation award.
- J. Rent Escalation. Article 4 of the Lease is hereby deleting Section 4(a) and inserting the following in lieu thereof:
- (a) The Basic Rent for the Term shall equal \$240,000 per annum (the "Fixed Rent"). From and after January 1, 2022, the Fixed Rent shall increase by the lesser of (i) three percent (3%) (ii) the percentage increase in the Consumer Price Index (Chicago MSA), with reference to the Index at the Commencement Date; provided however that if the foregoing rent increase described in items (i) and (ii) causes the debt service coverage ratio applicable to the Loan to fall below the debt service coverage ratio applied by Leasehold Mortgagee in the calculation of Loan Amount (as that term is defined in the Loan Documents (a "DSCR Event") then increase in the Fixed Rent shall be reduced to an amount that eliminates the DSCR Event. For clarity, a DSCR Event shall not cause a default under the Lease or the Loan Documents, but rather shall only limit the ability to increase the Fixed Rent under the Lease. The Basic Rent shall be paid annually *in arrears* on each anniversary of the date of this Lease (each such date being a "Basic Rent Payment Date"), or more frequently as Landlord and Tenant may agree.
- K. Exercise of Extension and Purchase Options. Each Leasehold Mortgagee, at its election, may exercise any extension, renewal or purchase option granted to Tenant and may revoke any notice of Tenant's vacation of the Leased Premises and termination of the Lease or any notice of Tenant's intention to do so. If Tenant fails to exercise any extension, renewal or purchase option or notifies Landlord that it will not exercise any extension, renewal or purchase option, Landlord shall notify Leasehold Mortgagee and afford Leasehold Mortgagee thirty (30) days in which to exercise any such extension, renewal or purchase option or evoke any such notice to Landlord, on behalf of Tenant. In the event that a purchase option is exercised by Tenant or Leasehold Mortgagee, the Leasehold Mortgage shall become a first lien on the fee estate.

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- L. Surrender. Landlord shall not accept a voluntary surrender or termination of this Ground Lease or the Leasehold Estate at any time when such estate is encumbered by a Leasehold Mortgage.
- M. Amendment. The Lease shall not be further amended, modified, cancelled or terminated without the prior written consent of Leasehold Mortgagee.
- N. Certificates and Estoppels. Landlord or Tenant shall, from time to time upon the request of the other or of any Leasehold Mortgage, certify to the requesting party or its designee as to whether the Lease is valid, binding and in full force and effect, as to whether Landlord or Tenant (as the case may be) has knowledge of any defaults under the Lease, as to the status of any such defaults, as to the status of payment of rents and other sums due and payable under this Lease, as to any amendments, modifications or waivers of the provisions of this Lease, and as to any other requested matters under the Lease or relating to the Leased Premises or the Leasehold Estate to which Landlord or Tenant, as the case may be, can reasonably certify. In addition, Landlord shall provide any certificate or estoppel required by any Leasehold Mortgage, in form and substance acceptable to such Leasehold Mortgagee, pursuant to the terms of its Leasehold Mortgage. Any such certificate required hereby may be made subject to such exceptions, conditions or limitations as Landlord or Tenant (as the case may be) shall deem necessary to cause the matters set forth therein to be materially correct and complete.
- O. No Cross-Default. A default under any Leasehold Mortgage shall not be default under the Lease.
- P. Improvements. For purposes of clarifying the terms of the Lease (including Article 2 and Article 17 thereof, Landlord and Tenant hereby acknowledge, agree and certify that, at all times during the Term, the Tenant is and shall be the owner of all Improvements upon the Real Property. Furthermore, notwithstanding anything to the contrary contained in the Lease (including, without limitation Article 12 thereof), Tenant shall have the right (without consent or approval of the Landlord) to repair, replace, alter, modify, improve and/or demolish the Improvements in Tenant's sole discretion.
- Q. Conflict/Ambiguity. In the event of any conflict between this Amendment and any other provisions of the Lease, this Amendment shall control. In the event of any ambiguity between this Amendment and any other provisions of the Lease, each shall be interpreted in favor of the Leasehold Mortgagee.
- R. In all other respects the Lease remains in full force and effect, without amendment.

[SIGNATURES ON NEXT TWO PAGES]

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IN WITNESS WHEREOF, this Amendment is executed as of the date first set forth above.

LANDLORD:

1401 S. WABASH, LLC, a Delaware limited liability company

By: **1401 MANAGER, LLC**, a Delaware limited liability company, its manager

By: **CMK HOLDINGS (DELAWARE), LLC**, a Delaware limited liability company, its manager

By: **CMK INVESTMENT CORPORATION**, a Delaware corporation, its manager

By: _____ (SEAL)
Name: Colin M. Kihnke
Title: President

Property of Cook County Clerk's Office

STATE OF ILLINOIS)
) to-wit
COUNTY OF COOK)

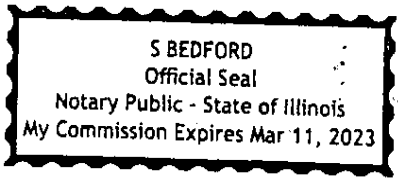
The foregoing instrument was acknowledged before me this 23 day of November, 2021, by Colin M. Kihnke, , President of CMK INVESTMENT CORPORATION, a Delaware corporation, the manager of CMK HOLDINGS (DELAWARE), LLC, a Delaware limited liability company, its manager of 1401 MANAGER, LLC, a Delaware limited liability company, the manager of 1401 MANAGER, LLC, a Delaware limited liability company, the manager of 1401 S. WABASH, LLC, a Delaware limited liability company, on behalf of the limited liability company.

(NOTARIAL SEAL)

S Bedford

Notary Public

My commission expires: Mar 11 2023



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TENANT:

51 E. 14TH STREET DEVELOPMENT CORPORATION, a Delaware corporation

By: _____
Colin M. Kihnke
President

STATE OF ILLINOIS)
) to-wit
COUNTY OF COOK)

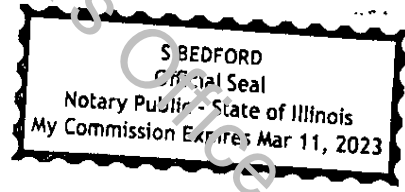
The foregoing instrument was acknowledged before me this 23 day of November, 2021, by Colin M. Kihnke, President of 51 E. 14TH STREET DEVELOPMENT CORPORATION, a Delaware corporation, on behalf of the corporation.

(NOTARIAL SEAL)

S Bedford

Notary Public

My commission expires: Mar 11 2023



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EXHIBIT A

Legal Description

PARCEL 1:

LOTS 9, 10 AND 11 (EXCEPT THE SOUTH 20 FEET OF LOT 11) IN BLOCK 16 IN HERRINGTON'S ADDITION TO CHICAGO IN THE NORTHWEST FRACTIONAL QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 5, 6, 7 AND 8 IN BLOCK 16 IN HERRINGTON'S ADDITION TO CHICAGO, IN THE NORTHWEST FRACTIONAL QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS: 51 E 14th St, Chicago, Illinois 60605

PINS: 17-22-107-058-0000

New PIN - 17-22-107-100