

4200 West 35th Place  
Chicago, IL 60641  
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COLLATERAL ASSIGNMENT OF LESSOR'S INTEREST IN LEASE

THIS COLLATERAL ASSIGNMENT OF LESSOR'S INTEREST IN LEASE ("Assignment") dated as of this 20th day of September, 1985, is made by and among McLEAN TRUCKING COMPANY, a North Carolina corporation ("Borrower"), with its chief executive office located at 1920 West First Street, Winston-Salem, North Carolina 27104, Citicorp Industrial Credit, Inc., a Delaware corporation ("CIC"), with an office at 2700 Diamond Shamrock Tower, 717 North Harwood, Dallas, Texas 75201, and Citibank, N.A., a national banking association ("Citibank"), with an office located at 399 Park Avenue, New York, New York 10022 (each of CIC and Citibank hereinafter a "Lender" and collectively the "Lenders").

W I T N E S S E T H:

WHEREAS, Borrower and CIC are parties to a certain Financing Agreement of even date herewith ("Loan Agreement"), by and among CIC, Borrower and certain corporate affiliates of Borrower (each of the aforementioned affiliates hereinafter an "Affiliate" and collectively the "Affiliates"), pursuant to which CIC may extend certain loans and other financial accommodations to Borrower and each of the Affiliates;

WHEREAS, Borrower has executed and delivered to CIC a certain Guaranty, Security and Subordination Agreement of even date herewith ("CIC Guaranty"), pursuant to which Borrower has guaranteed the respective "Obligations" (as defined in the Loan Agreement) of each of the Affiliates to CIC;

WHEREAS, Borrower and Citibank are parties to a certain Continuing Letter of Credit, Reimbursement and Security Agreement of even date herewith ("Security Agreement"), by and among Citibank, Borrower and each of the Affiliates pursuant to which Citibank may extend certain financial accommodations to Borrower and each of the Affiliates;

WHEREAS, Borrower has executed and delivered to Citibank a certain Guaranty, Security and Subordination Agreement of even date herewith ("Citibank Guaranty"), pursuant to which Borrower has guaranteed the respective "Obligations" (as defined in the Security Agreement) of each of the Affiliates to Citibank;

WHEREAS, Borrower is the lessor of certain real property (the "Premises") pursuant to a lease agreement, a copy of which lease agreement is attached hereto as Exhibit A and made a part hereof (such lease agreement,

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together with any and all renewals, extensions, amendments and supplements thereto, is hereinafter referred to as the "Lease");

WHEREAS, as a condition to CIC's extension to Borrower of the financial accommodations described in the Loan Agreement, CIC has required that Borrower enter into this Assignment to secure the payment and performance of (i) the Borrower's "Obligations" (as defined in the Loan Agreement) and other payment and performance obligations related to this Assignment (the aforesaid Obligations of the Borrower to CIC, together with such other payment and performance obligations, being hereinafter referred to as the "CIC Loan Liabilities"), and (ii) Borrower's obligations and indebtedness under the CIC Guaranty (the "CIC Guaranty Liabilities"); and

WHEREAS, as a condition to Citibank's extension to Borrower of the financial accommodations described in the Security Agreement, Citibank has required that Borrower enter into this Assignment to secure the payment and performance of (i) Borrower's "Obligations" (as defined in the Security Agreement) to Citibank and other payment and performance obligations related to this Assignment (the aforesaid Obligations of the Borrower to Citibank, together with such other payment and performance obligations, being hereinafter referred to in the aggregate as the "Citibank L/C Liabilities"), and (ii) Borrower's obligations and indebtedness under the Citibank Guaranty (the "Citibank Guaranty Liabilities");

NOW, THEREFORE, in consideration of the premises, and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby agrees with each of the Lenders as follows:

1. Subject to the provisions of Paragraphs 5 and 12 of this Assignment, and as collateral security for the payment and performance of all of Borrower's liabilities, obligations and indebtedness to CIC of any and every kind and nature whether now existing or hereafter arising and including, without limitation, all of the CIC Loan Liabilities, but excluding the CIC Guaranty Liabilities, Borrower hereby assigns, transfers and sets over to CIC all of Borrower's right, title and interest, powers, privileges and other benefits as lessor under the Lease, including, without limitation, the immediate right to receive and collect all rentals, profits and other sums payable to or receivable by Borrower from the lessee ("Lessee") under or pursuant to the provisions of the Lease, whether as rent, casualty payment, indemnity, liquidated damages or otherwise (collectively, the "Payments"), and the right to make all waivers and

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agreements to give all notices, consents and releases, to take all action upon the happening of any default giving rise to a right in favor of Borrower under the Lease, and to do any and all other things whatsoever which Borrower is or may become entitled to do under the Lease. Borrower hereby irrevocably authorizes and empowers either Lender, both prior to and following the occurrence of an Event of Default under the Loan Agreement, an Event of Default under the Security Agreement, the occurrence of any default under the CIC Guaranty and the occurrence of any default under the Citibank Guaranty, in its own name, in the name of its nominee, or in the name of Borrower or as its attorney, to ask demand, sue for, collect and receive any and all Payments to which Borrower is or may become entitled under the Lease and to enforce compliance by the Lessee with all the terms and provisions of the Lease.

2. Subject to the provisions of Paragraphs 5 and 12 of this Assignment, and as collateral security for the payment and performance of the CIC Guaranty Liabilities, Borrower hereby assigns, transfers and sets over to CIC all of Borrower's right, title and interest, powers, privileges and other benefits as lessor under the Lease, including, without limitation, the immediate right to receive and collect all Payments, and the right to make all waivers and agreements to give all notices, consents and releases, to take all action upon the happening of any default giving rise to a right in favor of Borrower under the Lease, and to do any and all other things whatsoever which Borrower is or may become entitled to do under the Lease. Borrower hereby irrevocably authorizes and empowers either Lender, both prior to and following the occurrence of an Event of Default under the Loan Agreement, an Event of Default under the Security Agreement, the occurrence of any default under the CIC Guaranty and the occurrence of any default under the Citibank Guaranty, in its own name, in the name of its nominee, or in the name of Borrower or as its attorney, to ask demand, sue for, collect and receive any and all Payments to which Borrower is or may become entitled under the Lease and to enforce compliance by the Lessee with all the terms and provisions of the Lease.

3. Subject to the provisions of Paragraphs 5 and 12 of this Assignment, and as collateral security for the payment and performance of all of Borrower's liabilities, obligations and indebtedness to Citibank of any and every kind and nature whether now existing or hereafter arising and including, without limitation, all of the Citibank L/C Liabilities but excluding the Citibank Guaranty Liabilities, Borrower hereby assigns, transfers and sets over to Citibank all of Borrower's right, title and interest, powers, privileges and other benefits as lessor under the Lease, includ-

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ing, without limitation, the immediate right to receive and collect all Payments, and the right to make all waivers and agreements to give all notices, consents and releases, to take all action upon the happening of any default giving rise to a right in favor of Borrower under the Lease, and to do any and all other things whatsoever which Borrower is or may become entitled to do under the Lease. Borrower hereby irrevocably authorizes and empowers either Lender, both prior to and following the occurrence of an Event of Default under the Loan Agreement, an Event of Default under the Security Agreement, the occurrence of any default under the CIC Guaranty and the occurrence of any default under the Citibank Guaranty, in its own name, in the name of its nominee, or in the name of Borrower or as its attorney, to ask, demand, sue for, collect and receive any and all Payments to which Borrower is or may become entitled under the Lease and to enforce compliance by the Lessee with all the terms and provisions of the Lease.

delivered to the Lenders with such endorsements as are necessary.

4. Subject to the provisions of Paragraphs 5 and 12 of this Assignment, and as collateral security for the payment and performance of the Citibank Guaranty Liabilities, Borrower hereby assigns, transfers and sets over to Citibank all of Borrower's right, title and interest, powers, privileges and other benefits as lessor under the Lease, including, without limitation, the immediate right to receive and collect all Payments, and the right to make all waivers and agreements to give all notices, consents and releases, to take all action upon the happening of any default giving rise to a right in favor of Borrower under the Lease, and to do any and all other things whatsoever which Borrower is or may become entitled to do under the Lease. Borrower hereby irrevocably authorizes and empowers either Lender, both prior to and following the occurrence of an Event of Default under the Loan Agreement, an Event of Default under the Security Agreement, the occurrence of any default under the CIC Guaranty and the occurrence of any default under the Citibank Guaranty, in its own name, in the name of its nominee, or in the name of Borrower or as its attorney, to ask, demand, sue for, collect and receive any and all Payments to which Borrower is or may become entitled under the Lease and to enforce compliance by the Lessee with all the terms and provisions of the Lease.

Any Payments received by either of the Lenders shall be applied on account of the obligations of Borrower to such Lender in accordance with the terms of the Loan Agreement or the Security Agreement, as the case may be. Any Payments hereafter received by Borrower shall be held in

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trust for each of the Lenders and shall be immediately delivered to the Lenders with such endorsements as are necessary.

5. This Assignment is executed solely as security for the CIC Loan Liabilities, CIC Guaranty Liabilities, Citibank L/C Liabilities and Citibank Guaranty Liabilities and the execution and delivery of this Assignment shall not subject either of the Lenders to, or transfer or pass to either of the Lenders, or in any way affect or modify, the liability of Borrower under the Lease, it being understood and agreed that, notwithstanding this Assignment or any subsequent assignment, all of the obligations of Borrower to each and every other party under the Lease shall be and remain enforceable by such other party, its successors and assigns, against, but only against Borrower or persons other than either of the Lenders and its successors and assigns.

6. To protect the security afforded by this Assignment, Borrower agrees as follows:

(a) Borrower will faithfully abide by, perform and discharge each and every material obligation, covenant, condition, duty and agreement which the Lease provides is to be performed by Borrower.

(b) Without the written consent of both of the Lenders (which consent shall not be unreasonably withheld), Borrower will not materially amend, modify, otherwise change or terminate the Lease; provided, however, that the consent of the Lenders shall not be required if such amendment, modification, other change or termination shall, taken as a whole, be beneficial to Borrower. Any amendment, modification, other change or termination made in violation of the provisions of this Paragraph 6(b) shall be void.

(c) At Borrower's sole cost and expense, Borrower will appear in and defend any action or proceedings arising under, growing out of or in any manner connected with the obligations, covenants, conditions, duties, agreements or liabilities of Borrower under the Lease.

(d) Should Borrower fail to perform or discharge its obligations or duties under the Lease as required in Paragraph 7(a) above or under this Assignment, then either of the Lenders may, but shall have no obligation to (and shall not thereby release Borrower from any obligation

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hereunder), perform or discharge any such obligation or duty to such extent as such Lender may deem necessary or advisable to protect the security provided hereby, including appearing in and defending any action or proceeding purporting to affect the security hereof and the rights or powers of such Lender hereunder. In exercising any such powers, either of the Lenders may pay necessary and advisable costs (including reasonable attorneys' and paralegals' fees and expenses) related thereto, and all such expenses paid or incurred by either of the Lenders shall be additional Obligations of the Borrower to such Lender pursuant to the Loan Agreement or the Security Agreement, as the case may be, payable upon demand, and shall bear interest at the post-default rate of interest set forth, respectively, in the Loan Agreement and the Security Agreement.

(e) Upon the occurrence of (a) an Event of Default under the Loan Agreement, (b) an Event of Default under the Security Agreement, (c) the occurrence of any default under the CIC Guaranty, (d) the occurrence of any default under the Citibank Guaranty, or (e) the failure of Borrower to perform or discharge its obligations under this Assignment, each of the Lenders shall have the right to assign its rights and interests in the Lease.

7. Borrower does hereby irrevocably appoint each of the Lenders as Borrower's true and lawful attorney, with full power (in the name of Borrower or otherwise) (i) to ask, require, demand, receive and give acquittance for any and all Payments, which Borrower is or may become entitled to under the Lease or arising in connection therewith, (ii) to enforce compliance by any other party obligated under the Lease with any term or provision of the Lease, (iii) to endorse each and every check or other instrument or order received in connection with the Lease, and (iv) to file any claim, take any action, or institute any proceeding which such Lender may deem to be necessary or advisable.

8. Upon the full discharge and satisfaction of all of the CIC Loan Liabilities, CIC Guaranty Liabilities, Citibank L/C Liabilities and Citibank Guaranty Liabilities this Assignment and all rights herein assigned to each of the Lenders shall terminate.

9. Borrower will, from time to time, do and perform any other act or acts and will execute, acknowledge, deliver and file, register, record and deposit (and will refile, re-register, rerecord and redeposit whenever required)

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any further instruments, including any extensions and renewals thereof, required by law or requested by either of the Lenders in order to confirm, or further assure, the interests of such Lender hereunder.

10. If either of the Lenders shall convey or assign its rights under or pursuant to the Loan Agreement, the CIC Guaranty, the Security Agreement or the Citibank Guaranty, as the case may be, to any successor or assign, then such Lender may assign to such successor or assign any of the rights assigned to it hereby, or arising under the Lease. In such event, such successor or assign shall enjoy all rights and privileges and be subject to all obligations of such Lender hereunder and there shall be no further liability of such Lender hereunder or under the Lease. Each of the Lenders shall give prompt written notice to Borrower of any such assignment.

11. Borrower shall cause a copy of every notice or communication received from any of the other parties to the Lease, which notices or communication shall notify Borrower of any default, event of default, breach or other violation, on the part of Borrower, under the Lease, to be promptly delivered to each of the Lenders in the manner and at the place provided for in the Loan Agreement or the Security Agreement, as the case may be, for the giving of notices and communications thereunder, or at such other address or in such other manner as each of the Lenders shall designate.

12. So long as (a) no Event of Default shall exist under the Loan Agreement, (b) no Event of Default shall exist under the Security Agreement, (c) no default shall exist under the CIC Guaranty, (d) no default shall exist under the Citibank Guaranty, and (e) Borrower shall not be in default of any of its obligations, covenants, agreements or duties hereunder, (i) neither of the Lenders shall have any right to exercise or enforce, or seek to exercise or enforce, or avail itself of, any of the rights, powers, privileges, authorizations or benefits assigned and transferred to each of the Lenders pursuant to this Assignment, and (ii) Borrower may exercise or enforce, or seek to exercise or enforce, such rights, powers, privileges, authorizations or benefits.

13. This Agreement shall be governed by, and construed and enforced in accordance with, the internal laws (as opposed to conflict of laws provisions) of the state in which the Premises are located.

14. If any provision of this Assignment shall be declared prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remaining provisions of this Assignment.

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IN WITNESS WHEREOF, the Borrower has caused this instrument to be executed by persons duly authorized, all as of the date first above written.

McLEAN TRUCKING COMPANY (Borrower)

By:

DAVID L. BARNES, Vice President

Attest:

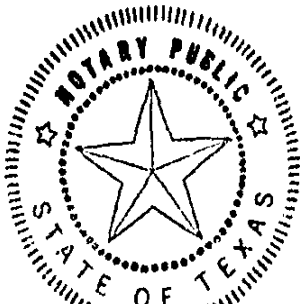
By:

JOEL B. McCARTY, JR., Assistant Secretary

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on September 22, 1985 by DAVID L. BARNES, Vice President of McLEAN TRUCKING COMPANY, a North Carolina corporation, on behalf of said corporation.



THE STATE OF TEXAS

COUNTY OF HARRIS

Garvin Gunner  
Notary Public in and for  
the state of Texas  
Print or GARVIN GUNNER  
Type Name: Notary Public, State of Texas  
My Commission Expires February 7, 1989  
My Commission Expires:

This instrument was acknowledged before me on September 22, 1985 by JOEL B. McCARTY, JR., Assistant Secretary of McLEAN TRUCKING COMPANY, a North Carolina corporation, on behalf of said corporation.



Garvin Gunner  
Notary Public in and for  
the State of Texas  
Print or GARVIN GUNNER  
Type Name: Notary Public, State of Texas  
My Commission Expires February 7, 1989  
My Commission Expires:

(Illinois)

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EXHIBIT A  
to  
COLLATERAL ASSIGNMENT OF LESSOR'S  
INTEREST IN LEASE  
dated as of September 20, 1985  
McLean Trucking Company, Assignor

Lease Agreement

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EXHIBIT 8A-5444. 1 2 4

SECOND AMENDMENT TO INDUSTRIAL BUILDING LEASE  
DATED MAY 31, 1979 (THE "LEASE") BETWEEN  
MCLEAN TRUCKING COMPANY (THE "LESSOR") AND  
CONTAINERBASE ILLINOIS, INC., ASSIGNED TO  
INTERMODAL, INC. (THE "LESSEE") DEMISING THE  
PREMISES COMMONLY KNOWN AS 4200 WEST 35TH  
PLACE, CHICAGO, ILLINOIS (THE "PREMISES")

The undersigned Lessor and Lessee hereby amend the  
Lease as follows:

1. The term of the Lease is extended to July 31, 1986,  
Lessee having not exercised the option set forth in  
paragraph 12 of the First Amendment to Industrial Building  
Lease dated August 1, 1984.

2. The monthly rental for the term from August 1, 1985  
through July 31, 1986 shall be EIGHT THOUSAND DOLLARS  
(\$8,000.00), payable in advance commencing August 1, 1985  
and continuing to be paid on or before the 1st day of each  
consecutive calendar month during the term hereof.

3. The Lessor warrants and represents that it has full  
power and authority to make this Amendment and that the  
lease it holds from the fee title holder of the Premises is  
in full force and effect and has a term at least as long as  
the term of the Lease as extended by this Amendment. Lessor  
covenants with Lessee that Lessee shall have quiet and  
peaceful possession of the Premises during the term of the  
Lease as extended by this Amendment free from any claim or  
right of those persons having any interest by, through or  
under Lessor or the fee title holder of the Premises.

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County,  
ILLINOIS

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4. Wherever in the Lease the consent, approval, satisfaction or acceptance of a party is required or needed, such consent, approval, satisfaction or acceptance shall not be unreasonably withheld or delayed.

5. Subject to the consent of First American Realty Company, Lessor consents to any assignment of the Lease, subletting of the Premises or the occupancy thereof to or by a parent or subsidiary corporation of Lessee, a corporation affiliated with Lessee or its parent corporation or an entity controlled by the Lessee or its parent corporation or an entity controlled by the Lessee or its parent corporation; provided, however, no such assignment, subletting or occupancy shall relieve Lessee of its obligation under the Lease.

6. Paragraph 2 of the Lease is amended by adding ",explosion, the elements or other casualty" following the word "fire" in the line immediately preceding the last line of that paragraph.

7. Paragraph 4 of the Lease is amended by adding "or provide to the Lessor a title insurance policy, bond or funded indemnity satisfactory to Lessor" at the end of the first sentence of that paragraph.

8. Paragraph 14 of the Lease is deleted.

9. In the event the Lessor elects to secure its own casualty insurance on the Premises, Lessee shall be named an additional insured under such policies or in the

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alternative, the insurer shall waive its rights of subrogation against the Lessee.

10. In the event the Lessor's interest in the Premises is subjected to a mortgage or trust deed as provided by Paragraph 21 of the Lease, the Lessor shall provide Lessee with a non-disturbance agreement from the mortgagee or the trustee under a trust deed providing that, so long as the Lessee performs under the Lease, its possession shall not be disturbed by such mortgagee or trustee.

11. All of the other terms and conditions of the original Lease shall remain unchanged and continue in full force and effect.

12. This Amendment is subject to the consent of the owner, First American Realty Company.

Dated as of the \_\_\_\_ day of \_\_\_\_\_ 1985.

ATTEST:

MCLEAN TRUCKING COMPANY

Claude M. Hamrick  
Secretary

By \_\_\_\_\_  
David B. Whelpley  
Executive Vice President

ATTEST:

INTERMODAL, INC.

By \_\_\_\_\_

CONSENTED TO:  
FIRST AMERICAN REALTY COMPANY

By \_\_\_\_\_

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FIRST AMENDMENT TO INDUSTRIAL BUILDING LEASE  
DATED MAY 31, 1979 (THE "LEASE") BETWEEN  
MCLEAN TRUCKING COMPANY (THE "LESSOR") AND  
CONTAINERBASE ILLINOIS, INC., ASSIGNED TO  
INTERMODAL, INC. (THE "LESSEE") DEMISING THE  
PREMISES COMMONLY KNOWN AS 4200 WEST 35TH  
PLACE, CHICAGO, ILLINOIS (THE "PREMISES")

The undersigned Lessor and Lessee hereby amend the  
Lease as follows:

1. The term of the Lease is extended to July 31,  
1985.
2. The monthly rental for the term from August 1,  
1984 through July 31, 1985 shall be EIGHT THOUSAND DOLLARS  
(\$8,000.00).
3. The Lessor warrants and represents that it has  
full power and authority to make this Amendment and that the  
lease it holds from the fee title holder of the Premises is  
in full force and effect and has a term at least as long as  
the term of the Lease as extended by this Amendment. Lessor  
covenants with Lessee that Lessee shall have quiet and  
peaceful possession of the Premises during the term of the  
Lease as extended by this Amendment, free from any claim or  
right of those persons having any interest by, through or  
under Lessor or the fee title holder of the Premises.
4. Wherever in the Lease the consent, approval,  
satisfaction or acceptance of a party is required or needed,  
such consent, approval, satisfaction or acceptance shall not  
be unreasonably withheld or delayed.

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5. Subject to the consent of First American Realty Company, Lessor consents to any assignment of the Lease, subletting of the Premises or the occupancy thereof to or by a parent or subsidiary corporation of Lessee, a corporation affiliated with Lessee or its parent corporation or an entity controlled by the Lessee or its parent corporation; provided, however, no such assignment, subletting, or occupancy shall relieve Lessee of its obligation under the lease.

6. Paragraph 2 of the lease is amended by adding ", explosion, the elements or other casualty" following the word "fire" in the line immediately preceding the last line of that paragraph.

~~7. Paragraph 4 of the lease is amended by deleting the clause "and will not permit the same to remain vacant or unoccupied for more than ten consecutive days."~~

8. Paragraph 4 of the lease is amended by adding "or provide to the Lessor a title insurance policy, bond or funded indemnity satisfactory to Lessor" at the end of the first sentence of that paragraph.

9. Paragraph 14 of the lease is deleted.

10. In the event the Lessor elects to secure its own casualty insurance on the Premises, Lessee shall be named an additional insured under such policies or, in the alternative, the insurer shall waive its right of subrogation against the Lessee.

11. In the event the Premises are subject to a mortgage or other lien, the Lessor is subjected to a mortgage or other lien.

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Paragraph 21 of the Lease, the Lessor shall provide Lessee with a non-disturbance agreement from the mortgagee or the trustee under a trust deed providing that, so long as the Lessee performs under the Lease, its premises shall not be disturbed by such mortgagee or trustee.

12. Lessee shall have the option to extend the Lease on the same conditions and provisions except as modified by this amendment for an additional term from August 1, 1985 through January 31, 1990 by giving written notice of such extension to Lessor on or before May 1, 1985. Rent during the additional term shall be \$500 per month.

13. All of the other terms and conditions of the original Lease shall remain unchanged and continue in full force and effect.

14. This Amendment is subject to the consent of the owner, First American Realty Company.

Dated as of the 1st day of August 1984.

ATTEST:

by

Claude M. Hamrick  
Secretary

MCLEAN TRUCKING COMPANY

By

David B. Whippley  
Executive Vice President

ATTEST:

By

James J. Kelly  
President

INTERMODAL, INC.

By

Michael K. Fox  
PRESIDENT

CONSENTED TO:  
FIRST AMERICAN REALTY COMPANY

By

[Signature]  
[Illegible]

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## INDUSTRIAL BUILDING LEASE

DATE OF LEASE	TERM OF LEASE		MONTHLY RENT
	BEGINNING	ENDING	
MAY 31, 1979	6/1/79	7/31/84	6/1/79 - 6/30/79 - \$4,000.00
			7/1/79 - 7/31/84 - \$7,500.00

Location of Premises: 4200 W. 35th Pl., Chicago, Illinois, consisting of GARAGE BUILDING, approximating 11,600 sq. ft., adjoining OFFICE BUILDING, approximately 1,200 sq. ft., FUEL PUMPS and VACANT for PARKING; total leased area, approximating 7 ACRES, as per EXHIBIT A, attached hereto and made a part hereof.

Purpose: STORAGE OF TRAILERS AND CONTAINERS, MAINTENANCE OF VEHICLES AND GENERAL TRANSPORTATION.

**LESSEE**

NAME: CONTAINERBASE

ADDRESS: 241 JOHNSTON AVENUE  
JERSEY CITY, NEW JERSEY 07302

**LESSOR**

NAME AND ADDRESS: McLEAN TRUCKING COMPANY  
P. O. BOX 213  
WINSTON-SALEM, NC 27102

In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor solely for the above purpose the premises designated above (the "Premises"), together with the appurtenances thereto, for the above term.

**RENT**

1. Lessee shall pay Lessor or Lessor's agent as rent for the Premises the sum stated above, monthly in advance, until termination of this lease, at Lessor's address stated above or such other address as Lessor may designate in writing.

**CONDITION  
AND UPKEEP  
OF PREMISES**

2. Lessee has examined and knows the condition of the Premises and has received the same in good order and repair, and acknowledges that no representations as to the condition and repair thereof have been made by Lessor, or his agent prior to or at the execution of this lease that are not herein expressed; Lessee will keep the Premises including all appurtenances, in good repair, replacing all broken glass with glass of the same size and quality as that broken, and will replace all damaged plumbing fixtures with others of equal quality, and will keep the Premises, including adjoining alleys, in a clean and healthful condition according to the applicable municipal ordinances and the direction of the proper public officers during the term of this lease at Lessee's expense, and will without injury to the roof, remove all snow and ice from the same when necessary and will remove the snow and ice from the sidewalk abutting the Premises; and upon the termination of this lease, in any way, will yield up the Premises to Lessor in good condition and repair, loss by fire and ordinary wear excepted, and will deliver the keys thereto at the place of payment of said rent. Lessor at its expense will be responsible for the roof and for all ordinary structural wear & tear.

**LESSEE NOT  
TO MISUSE;  
SUBLET;  
ASSIGNMENT**

3. Lessee will not allow the Premises to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other than that hereinbefore specified, and will not load floors with machinery or goods beyond the floor load rating prescribed by applicable municipal ordinances, and will not allow the Premises to be occupied in whole, or in part, by any other person, and will not sublet the same or any part thereof, nor assign this lease without in each case the written consent of the Lessor first had, and Lessee will not permit any transfer by operation of law of the interest in the Premises acquired through this lease, and will not permit the Premises to be used for any unlawful purpose, or for any purpose that will injure the reputation of the building or increase the fire hazard of the building, or disturb the tenants or the neighborhood, and will not permit the same to remain vacant or unoccupied for more than ten consecutive days; and will not allow any signs, cards or placards to be posted, or placed thereon, nor permit any alteration of or addition to any part of the Premises, except by written consent of Lessor; all alterations and additions to the Premises shall remain for the benefit of Lessor unless otherwise provided in the consent aforesaid.

**MECHANIC'S  
LIEN**

4. Lessee will not permit any mechanic's lien or liens to be placed upon the Premises or any building or improvement thereon during the term hereof, and in case of the filing of any such lien Lessee will promptly pay same. If default in payment thereof shall continue for thirty (30) days after written notice thereof from Lessor to the Lessee, the Lessor shall have the right and privilege at Lessor's option of payment of the same or any portion thereof without inquiry as to the validity thereof, and any amounts so paid, including expenses and interest, shall be so much additional indebtedness hereunder due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of bill therefor.

**INDEMNITY  
FOR  
ACCIDENTS**

5. Lessee covenants and agrees that he will protect and save and keep the Lessor forever harmless and indemnified against and from any penalty or damages or charges imposed for any violation of any laws or ordinances, whether occasioned by the neglect of Lessee or those holding under Lessee, and that Lessee will at all times protect, indemnify and save and keep harmless the Lessor against and from any and all loss, cost, damage or expense, arising out of or from any accident or other occurrence on or about the Premises, causing injury to any person or property, whomever or whatsoever, and will protect, indemnify, and save and keep harmless the Lessor against and from any and all claim, and against and from any and all loss, cost, damage or expense arising out of any failure of Lessee in any respect to comply with and perform all the requirements and provisions hereof.

**NON-  
LIABILITY  
OF LESSOR**

6. Lessor shall not be liable for any damage occasioned by failure to keep the Premises in repair, nor for any damage done or occasioned by or from plumbing, gas, water, sprinkler, steam, or other pipes or sewerage or the bursting, leaking or running of any pipes, tank or plumbing fixtures on, above, upon or about Premises or any building or improvement thereon nor for any damage occasioned by water, snow or ice being upon or coming through the roof, skylights, trap door or otherwise, nor for any damages arising from acts or neglect of any owners or occupants of adjacent or contiguous property.

**WATER,  
GAS AND  
ELECTRIC  
CHARGES**

7. Lessee will pay, in addition to the rent above specified all water rents, gas and electric light and power bills taxed, levied or charged on the Premises, for and during the time for which this lease is granted, and in case said water rents, and bills for gas, electric light and power shall not be paid when due, Lessor shall have the right to pay the same, which amounts so paid, together with any sums paid by Lessor to keep Premises in a clean and healthful condition as above specified, are declared to be so much additional payable with the installment of rent next due thereafter.

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**KEEP  
PREMISES  
IN REPAIR**

8. Lessor shall not be obliged to incur any expense for repairing any improvements upon said demised premises or connected therewith, and the Lessee at his own expense will keep all improvements in good repair (injury by fire, or other causes beyond Lessee's control excepted) as well as in a good tenable and whole some condition, and will comply with all local or general regulations, laws and ordinances applicable thereto, as well as lawful requirements of all competent authorities in that behalf. Lessee will, as far as possible, keep said improvements from deterioration due to ordinary wear and from falling temporarily out of repair. If Lessee does not make repairs as required hereunder promptly and adequately, Lessor may but need not make such repairs and pay the costs thereof, and such costs shall be so much additional rent immediately due from, and payable by Lessee to Lessor.

**ACCESS TO  
PREMISES**

9. Lessee will allow Lessor free access to the Premises for the purpose of examining or exhibiting the same, or to make any needful repairs, or alterations thereof which Lessor may see fit to make and will allow to have placed upon the Premises at all times notice of "For Sale" and "For Rent", and will not interfere with the same.

**ABANDON-  
MENT AND  
RELETING**

10. If Lessee shall abandon or vacate the Premises, or if Lessee's right to occupy the Premises be terminated by Lessor by reason of Lessee's breach of any of the covenants herein, the same may be re-let by Lessor for such rent and upon such terms as Lessor may deem fit; and if a sufficient sum shall not thus be realized monthly, after paying the expenses of such re-letting and collecting to satisfy the rent hereby reserved, Lessee agrees to satisfy and pay all deficiency monthly during the remaining period of this lease.

**HOLDING  
OVER**

11. Lessee will, at the termination of this lease by lapse of time or otherwise, yield up immediate possession to Lessor, and failing so to do, will pay as liquidated damages, for the whole time such possession is withheld, the sum of **FOUR HUNDRES AND NO/100** Dollars (\$400.00) per day; but the provisions of this clause shall not be held as a waiver by Lessor of any right of re-entry as hereinafter set forth, nor shall the receipt of said rent or any part thereof, or any other act in any way operate in abatement or forfeiture of the right to forfeit this lease and the term hereby granted for the period still unexpired, for a breach of any of the covenants herein.

**EXTRA  
FIRE  
HAZARD**

12. There shall not be allowed, kept, or used on the Premises any inflammable or explosive liquids or materials save such as may be necessary for use in the business of the Lessee, and in such case, any such substances shall be delivered and stored in amount, and used, in accordance with the rules of the applicable Board of Underwriters and statutes and ordinances now or hereafter in force.

**RE-ENTRY**

13. If default be made in the payment of the above rent, or any part thereof, or in any of the covenants herein contained to be kept by the Lessee, it shall be lawful for Lessor at any time thereafter at his election, without notice, to declare said term ended, and to re-enter the Premises, or any part thereof, with or without process of law, and to remove Lessee, or any persons occupying the same, without prejudice to any remedies which might otherwise be used for arrears of rent, and Lessor shall have at all times the right to distrain for rent due, ~~and shall have a valid and first lien upon all personal property which Lessee now owns, or may hereafter acquire, or have an interest in, whether exempt by law or not, as security for payment of the rent herein reserved.~~

**CONFESSION  
OF  
JUDGMENT**

14. Lessee does hereby irrevocably constitute any attorney of any Court of Record in any State or of the United States, attorney for him and in his name, from time to time, to waive the issuance of process and service thereof, to waive trial by jury, to confer judgment in favor of Lessor, his heirs, executors, administrators, successor or assigns, and against Lessee, for the amount of rent which may be in default by virtue of the terms hereof, with the costs of such proceedings, and a reasonable sum for plaintiff's attorney's fees in or about the entry of said judgment, and for said purposes to file in said cause his cognovit thereof, and to make an agreement in said cognovit, or elsewhere, waiving and releasing all errors which may intervene in any such proceeding, and waiving and releasing all right of appeal and right to writ of error, and consenting to an immediate execution upon such judgment. If there be more than one lessee this warrant of attorney is given jointly and severally, and shall authorize the entry of appearance of, waiver of issuance of process and trial by jury by and confession of judgment against any one or more of such lessees, and shall authorize the performance of every other act in the name of and on behalf of any one or more of such lessees, and lessee hereby confirms all that said attorney may lawfully do by virtue hereof. (The power conferred by this paragraph is continuing power, and may be exercised as frequently as occasion may require.)

**FIRE AND  
CASUALTY**

15. In case the Premises shall be rendered untenable by fire, or other casualty, Lessor may, at his option, terminate this lease, or repair the Premises within sixty days, and failing so to do, or upon the destruction of said Premises by fire or other casualty, the term hereby created shall cease and determine.

**PAYMENT  
OF  
FEES**

16. Lessee will pay and discharge all reasonable costs, attorney's fees and expenses that may be incurred by Lessor, in enforcing the covenants and agreements of this lease, and this lease and all covenants and agreements herein contained shall be binding upon, apply, and inure to their respective heirs, executors, successors, administrators, and assigns of all parties to this lease.

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R I D E R

17. Notwithstanding the provisions of Paragraph 3 hereof, Lessee shall have the right to sublease all or any portion of said premises for motor freight terminal purposes; provided that any such subletting shall be approved by Lessor in writing, which approval shall not be unreasonably withheld and that the fact of any sublease shall not relieve Lessee from its liability for the payment of rental and all of the other terms, covenant and obligations of the within lease.

18. Lessor will be responsible for the payment of all general real estate taxes on the demised premises, however, it is further understood and agreed that Lessee will pay as additional rental any general real estate tax increases levied on the demised premises over and above the real estate taxes assessed and billed for the year 1978 and payable in 1979 as compared to the subsequent years during the term of this lease. Lessee shall be invoiced for its share, if any, of the increase when the bills are received yearly, and said invoices shall be paid within thirty (30) days.

19. Lessee shall at its expense keep the demised premises insured against loss or damage by fire and windstorm, with such insurance to contain extended coverage, all for the full insurable value thereof, in a solvent insurance company authorized to do business in the state wherein the real property covered by this Agreement is located, and for the benefit of Lessor, certificates evidencing such paid-up coverage to be furnished to Lessor by Lessee upon the commencement of the term hereof with renewal certificates to be furnished to Lessor at least fifteen (15) days prior to expiration dates and payment for any loss covered by such policies shall become the sole and exclusive property of Lessor. It is further understood and agreed that Lessee will name Lessor and mortgage company in said policy as their interests may appear. \*\*

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20. Throughout the term of this lease, Lessee shall at its own cost and expense provide and keep in force for the benefit of Lessor, as well as itself, general public liability insurance protecting Lessor and Lessee against any and all liability occasioned by any accident, occurrence or disaster upon or about said premises and relating to said premises, or the condition or occupancy of same, with limits of liability of not less than \$500,000.00 for personal injury or death  
\*ONC Freight Systems, First American Realty Co.,

\*\*If Lessor shall choose to do so, it may obtain the insurance herein required and charge the actual costs thereof to the Lessee, which costs shall be promptly paid by Lessee, but such costs shall not be greater than the Lessee would incur if the Lessee were acquiring the insurance.

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R I D E R20. *Continued*

to any one person in any one occurrence and with limits of not less than \$1,000,000.00 for personal injury or death of all persons in any one occurrence or accident and limits of not less than \$100,000.00 for property damage in any one occurrence. Such policy or policies shall name the Lessor and the mortgage company as their interests may appear. In addition, certificates evidencing such paid up coverage shall be furnished to the Lessor by the Lessee upon the commencement of the term hereof with renewal certificates to be furnished to Lessor at least fifteen (15) days prior to expiration dates.

21. This lease shall be subject and subordinate to any bonafide mortgages or trust deeds that may hereafter be placed upon said leased premises and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, replacements and extensions thereof. It is further provided that Lessee shall execute and deliver whatever instruments may be required for such purposes, and in the event Lessee fails so to do within ten (10) days after demand by Lessor in writing, Lessee does hereby make, constitute and irrevocably appoint Lessor as its attorney in fact and in its name, place and stead so to do.

22. It is understood and agreed that the various owners and the Lessees within the development, known as Highway Freight Center, will all be members of an Association. This Association will have the responsibility of maintaining the roadways and utilities and to further provide additional services desired by the Lessees and owners, such as, security for their mutual benefit. All costs incurred by this Association shall be paid by each member on a basis proportionate to the square footage of the land area owned or leased to the total area within the development.

23. It is understood and agreed that Lessee will not engage in the burning of refuse on the property. Lessee is to make arrangement, at its own expense, with a scavenger company for all refuse and garbage removal.

24. It is understood and agreed that Lessee will not erect any type of outdoor sign without prior approval of the Lessor in writing which approval shall not be unreasonably withheld.

\*ONC Freight Systems, First American Realty Co.,

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R I D E R

25. It is the responsibility of Lessee to keep its facilities and the improvements in good condition and repair at all times at its expense and it is agreed that Lessee shall maintain the following good housekeeping rules during the term of this lease:

- A. It is the responsibility of Lessee to have the heating and ventilating equipment checked by a qualified engineer or contractor at least once each year and the cost for such inspection and repairs shall be paid by Lessee.
- B. All plumbing and plumbing fixtures shall be kept in good, clean operating condition and checked at least once each two years by a licensed plumbing contractor. All expenses for such inspection and repairs shall be paid by Lessee.
- C. Lessee will maintain the interior offices in a clean and sanitary condition at all times.
- D. All electric outlets and fixtures shall be kept in good working condition by Lessee and any inspection and/or repairs are to be paid for by Lessee.
- E. In the event<sup>any</sup> of the above conditions are not complied with by Lessee, lessor may notify Lessee by registered mail of his intent and shall perform the necessary services or repairs and Lessee agrees that he will pay the total cost for same within thirty (30) days after submission of invoices.
- F. All repair and maintenance of the building, land, fence, etc., with the exception of the roof and structural deterioration, will be the responsibility of Lessee.

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R I D E R

26. Lessor hereby grants Lessee the right to make such reasonable interior installations and remodeling of premises at its own expense from time to time as Lessee may see fit to make. It is understood and agreed, however, that prior approval must be secured from Lessor and such approval, in writing, is not to be unreasonably withheld.

27.

~~(A) Should the premises or the building of which they are a part,~~  
be wholly destroyed by fire or other calamity; or be so greatly damaged that they may not be put in their former state of repair within the amount of recovery of insurance proceeds thereon, immediately prior to said fire or other calamity and be reconstituted so as to be available for re-occupancy within 270 working days thereafter; then and in that event Lessor shall agree to tender back to Lessee all unearned rental heretofore paid by the Lessee, calculated at a monthly rate and based on said regular monthly rent and thereupon Lessee may elect to forthwith terminate this lease and surrender possession of the premises to the Lessor or in the alternative, require the Lessor to rebuild said premises to substantially its former state; it being understood and agreed however, that the Lessor shall not be required in the latter event to expend in excess of the proceeds of insurance resulting from said fire, any excess thereof to be provided by the Lessor only upon the agreement of the Lessee to pay additional rent on the same rate of amortization as provided in the original lease.

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(B) In case the premises hereby leased shall be only partially damaged by fire or other cause at anytime during the said term, the same shall be repaired by the Lessor or any insurance company on its behalf, with all reasonable dispatch, and a proportionate reduction of rent shall be allowed the tenant ~~for the time occupied in such repairs, excepting:~~

~~(a) If the tenant can use the demised premises without~~  
substantial inconvenience there shall be no reduction of rent;

(b) If said repairs are delayed because of the failure of said tenant to adjust its own insurance, no reduction shall be made beyond a reasonable time allowed for such adjustment;

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28. Lessee shall, and by these presents does, have the first right and option to renew, on the same terms and conditions, subject to renegotiation of the rental to be mutually agreeable to all parties, said lease for an additional period of five (5) years commencing upon expiration of the primary term by giving notice to Lessor in writing of its intention to exercise such option at least one hundred eighty (180) days prior to expiration of the primary term.

29. The demised premises are subject to a certain existing lease between First American Realty Co. (Lessor therein), with an address at 123 West Madison Street, Chicago, IL 60602 and Crouch Bros., Inc. (Lessee therein) dated February 27, 1969 (the "underlying lease"). On December 31, 1977, the said Crouch Bros., Inc. was merged into ONC Freight Systems, a Nevada corporation, with ONC succeeding to the rights and obligations of the underlying lease. On May 1, 1979, pursuant to a Purchase Agreement between ONC Freight Systems and McLean Trucking Company, ONC subleased the premises to McLean with the consent of First American Realty Co., a copy of which is attached hereto. ONC has consented to the execution of this sublease by McLean to Containerbase.

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ATTEST:

LESSOR: McLEAN TRUCKING COMPANY

By

By

ATTEST:

LESSEE: CONTAINERBASE

By

By

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Where in this instrument masculine pronouns are used, or words indicating the singular number appear, such words shall be considered as if feminine or neuter pronouns or words indicating the plural number had been used, where the context indicates the propriety of such use.

Where in this instrument rights are given to either Lessor or Lessee, such rights shall extend to the agents, employees, or representatives of such persons.

If this instrument is executed by a corporation, such execution has been authorized by a duly adopted resolution of the Board of Directors of such corporation.

This lease consists of 8 pages numbered 1 to 8, including a rider consisting of 5 pages, identified by Lessor and Lessee.

IN TESTIMONY WHEREOF, the parties hereto have executed this instrument this day and year first above written.

ATTEST:

LESSOR: HELAN TRUCKING COMPANY (SEAL)BY: [Signature]BY: [Signature] (SEAL)

ATTEST:

LESSEE: CONTAINERBASE (SEAL)BY: [Signature]BY: [Signature] (SEAL)**ASSIGNMENT BY LESSOR**

On this \_\_\_\_\_, 19\_\_\_\_, for value received, Lessor hereby transfers, assigns and sets over to

all right, title and interest in and to the above

lease and the rent thereby reserved, except rent due and payable prior to

19\_\_\_\_

(SEAL)

(SEAL)

**GUARANTEE**

On this \_\_\_\_\_, 19\_\_\_\_, in consideration of Ten Dollars (\$10.00) or other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby covenants, warrants and agrees to the payment of rent and performance by Lessee, Lessee's heirs, executors, administrators, successors, assigns of all covenants and interests of the above lease.

(SEAL)

(SEAL)

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CHICAGOLAND SURVEY CO.

5611 N VIRGINIA AVE - CHICAGO, ILL. 271-9442

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## PLAT OF SURVEY

of

That part of the SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 34, Township 39 North, Range 13 East of the 3<sup>rd</sup> PM described as follows:  
Beginning at the point on the South line of Chicago and Illinois Western Railroad right of way, said point being 35300 feet East of the West line of said SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$ ;  
thence East, on said South line of Chicago and Illinois Western Railroad right of way, 835.15 feet, to a line 143000 feet West of and parallel to East line of said Section 34;  
thence South, along said line 143000 feet West of and parallel to the East line of said Section 34, 640.00 feet;  
thence West, along a line which intersects said West line of said SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  at a point 640.78 feet South of said South line of Chicago and Illinois Western Railroad right of way, for a distance of 835.74 feet;  
thence North, parallel to said West line of said SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$ , 640.53 feet, to the point of beginning.

in Cook County, Illinois

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David Rathgeber  
Sidley & Austin  
One First National Plaza  
Suite 4300  
Chicago, Illinois 60603

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