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COOK COUNTY, ILLINOIS  
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MEMORANDUM OF LEASE

**\$17.00**

This Memorandum of Lease (this "Memorandum") is made this 1st of December, 1987 by and between CHICAGO TITLE AND TRUST COMPANY, not personally but as Trustee under the Trust Agreement dated April 16, 1985 (the "Trust Agreement") and known as Trust Number 1086781, having its address as 111 West Washington Street, Chicago, Illinois ("Landlord") and ILLINOIS BELL TELEPHONE COMPANY, an Illinois corporation having its address as 225 West Randolph Street, Chicago, Illinois 60606 ("Tenant") under the following circumstances:

- A. Landlord and Tenant have entered into a certain Lease dated as of December 1, 1987 (the "Lease"), pursuant to which Landlord leased to Tenant and Tenant leased from Landlord certain premises located in the building known as 100 North Riverside Plaza (the "Building") to be constructed on the land legally described in Exhibit A attached hereto and as a part hereof in the City of Chicago, Cook County, Illinois (together with all present and future easements and other rights appurtenant thereto, collectively hereinafter referred to as the "Land"), subject to the covenants, terms, provisions and conditions of the Lease. The portion of the Land referred to and described as Parcel 1 in Exhibit A (the "Fee Parcel") is owned in fee simple by Landlord, not individually, but solely as Trustee under the Trust Agreement, and the portion of the Land referred to and described as Parcel 2 in Exhibit A (the "Ground Lease Parcel") is leased by the Landlord as Trustee under the Trust Agreement pursuant to a certain lease dated April 8, 1986 (which lease, as it has been amended from time to time subsequent to its execution is referred to herein as the "Railroad Ground Lease") by and between Chicago Union Station Company, an Illinois corporation, as Lessor and Trustee, as Lessee. Landlord's interest in the Railroad Ground Lease and the Fee Parcel, together with the Building and other improvements, now or hereinafter located on the Land is called the "Property".
- B. The parties hereto desire to enter into this Memorandum which is to be recorded in the office of the Cook County Recorder of Deeds in order that third parties may have notice of the rights of Tenant under the Lease and of the existence of the Lease.

NOW, THEREFORE, pursuant to Section 31R of the Lease and in consideration of the execution and delivery of the Lease by the parties hereto and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby state and agree as follows:

- 1. The parties executed and delivered the Lease as of December 1, 1987. Copies of the Lease are being held by both Landlord and Tenant at their respective addresses stated above.
- 2. The premises leased by Tenant under the Lease (the "Premises") will consist initially of approximately 262,400 rentable square feet ("RSF", as defined in the Lease) in

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the aggregate having as components (i) approximately 500 RSF on the thirty-seventh (37th) floor of the Building and approximately 500 RSF on the mezzanine of the Building for heating, ventilation, air-conditioning and other environmental control systems serving Tenant exclusively, (ii) approximately 1,260 RSF on the first (1st) floor of the Building for a lobby serving Tenant exclusively, (iii) approximately 1,456 RSF on the first (1st) floor of the Building for a loading dock and receiving area serving Tenant exclusively and (iv) approximately 195 RSF on each of the mezzanine floor and the first (1st) through seventh (7th) floors for a freight elevator serving Tenant exclusively and (v) a full floor of approximately 42,742 RSF for the eighth (8th) floor, approximately 43,332 RSF for the ninth (9th) through the twelfth (12th) floors, and approximately 41,054 RSF for the thirteenth (13th) floor (collectively, the "IBT Initial Floors"). All of which space described in the immediately preceding sentence may be increased or decreased by Tenant's exercise from time to time of certain rights and options contained in the Lease.

3. The term of the Lease (the "Term") shall begin on the Commencement Date (as defined in Section 2F of the Lease), which Commencement Date the parties anticipate shall occur on or before April 1, 1991, and unless sooner terminated as provided in the Lease, the Term shall end on the last day of the 180th full calendar month subsequent to the Commencement Date. If either party so requests, the parties will execute and record an amendment to this Memorandum after the Commencement Date of the Lease has been determined which amendment shall set forth the Commencement Date as determined in accordance with the Lease. The Term of the Lease may be extended at the option of the Tenant (provided that there are no uncured monetary defaults or material non-monetary defaults by Tenant under the Lease on the date Tenant delivers its final notice of exercise to Landlord for a particular option) for three successive periods of ten years each.

4. Tenant has two expansion options under the Lease to add to the Premises areas in the fourteenth through thirty-six floors constituting the tower portion of the Building (the "Tower"). The first expansion option may be exercised at any time during the sixth year of the Lease and covers the first floor in the Tower contiguous to the uppermost floor of the IBT Initial Floors. The second expansion option is exercisable at any time during the eleventh year of the Lease and covers the two floors contiguous to the then current IBT Premises (i.e., if the first expansion option has been exercised the second expansion option will be for the next two contiguous Tower floors and if the first expansion option has not been exercised then the second expansion option will be for the first two Tower floors contiguous to the portion of the IBT Initial Floors.)

5. Landlord has also granted to Tenant under the Lease a right of first offer to lease any space in the Tower which becomes available for leasing from time to time during the Term due to the expiration or termination of an existing lease or otherwise after the initial leasing thereof (including without limitation any space that has been or would in the future be available to Tenant as expansion space). Tenant's right of first offer is subject to the rights of tenants under initial leases (i.e., the first such lease in each space in the Tower after the completion of the Building, including all renewal and expansion options granted in such lease) but Landlord shall not grant a right of first offer with respect to any space in the Tower to any other tenant in the Building except as specifically provided for in Section 3C of the Lease.

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6. The Premises may be used and occupied for any lawful purpose consistent with the operation of a first class office building in Chicago, Illinois including without limitation for a computer facility, data center, switching center or general office facility.

7. Landlord has also granted to Tenant under the Lease the option to have assigned to Tenant 175 parking spaces in the garage to be constructed by Landlord on the Property and to be used in connection with the Building.

8. The Lease provides that it shall be prior to any future mortgage or ground lease unless Tenant agrees to subordinate its interest in the Lease to any such mortgage or ground lease pursuant to Section 16 of the Lease.

9. All of the terms, conditions, provisions and covenants of the Lease are incorporated in this Memorandum by reference as though written out at length herein. The rights and obligations of the parties hereto shall be construed solely by reference to the provisions of the Lease and in the event of any conflict between the provisions of the Lease and those of this Memorandum, the provisions of the Lease shall control.

10. This Memorandum shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

11. This Memorandum is executed by Landlord, not personally, but solely as trustee, and it is expressly understood and agreed by the parties hereto, anything contained herein to the contrary notwithstanding that each and all of the covenants, undertakings, representations and agreements herein made are made and intended, not as personal covenants, undertakings, representations and agreements of the trustee, individually, or for the purpose of binding it personally, but this Memorandum is executed and delivered by the trustee solely in the exercise of the powers conferred upon it as such trustee under the Trust Agreement, and no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforced against said trustee on account hereof or on account of any covenant, undertaking, representation, warranty or agreement herein contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by Tenant and by all persons claiming by or through or under Tenant.

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IN WITNESS WHEREOF, the parties hereto shall be deemed to have executed this Memorandum on the date first above written.

## LANDLORD

CHICAGO TITLE AND TRUST COMPANY,  
Not Personally, but as Trustee under Trust  
Agreement dated April 16, 1985 and known  
as Trust No. 1086781

ATTEST:

By: Lynnda J. Barrie

Name: LYNDA S. BARRIE

Title: ASST. SECRETARY

By: [Signature]

Name: GABRIELLE GUAST

Title: ASST. VICE PRES

## TENANT

ILLINOIS BELL TELEPHONE COMPANY,  
an Illinois corporation

ATTEST:

By: Janet D. Watkin

Name: JANET D. WATKIN

Title: ASSISTANT SECRETARY

By: Frank R. Zimmerman

Name: FRANK R. ZIMMERMAN

Title: PRESIDENT

This Instrument Prepared by: & Mail To:  
John J. Gearen  
Mayer, Brown & Platt  
1905 LaSalle Street  
Chicago, Illinois 60603

BOX 333 - HV

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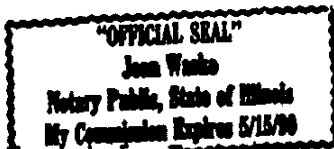
## ACKNOWLEDGMENT PAGE

STATE OF ILLINOIS)  
COUNTY OF COOK)

I, JOAN WASKO, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT GABRIELLE GLASS the ~~ASST. VICE~~ President and LYNDA S. BARKER the ~~ASST~~ Secretary of CHICAGO TITLE AND TRUST COMPANY, not personally, but as Trustee under Trust Agreement dated April 16, 1985 and known as Trust No. 1086781, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ~~ASST VICE~~ President, and ~~ASST~~ Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument pursuant to authority, as their own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth; and said ~~ASST~~ Secretary then and there acknowledged that ~~he~~ she, as custodian of the corporate seal of said corporation, did affix the corporate seal of said corporation to said instrument pursuant to authority, as ~~his~~ her own free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 1<sup>st</sup> day of December 1987.

Joan Wasko  
Notary Public



My Commission Expires: \_\_\_\_\_

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STATE OF ILLINOIS)  
 )  
 COUNTY OF COOK)

I, Joan Wasko, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT FRANK R. ZIMMERMAN the President and JANET D. WATKIN, the ASSISTANT Secretary of ILLINOIS BELL TELEPHONE COMPANY, an Illinois corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and ASSISTANT Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument pursuant to authority, as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and said ASSISTANT Secretary then and there acknowledged that he/she, as custodian of the corporate seal of said corporation, did affix the corporate seal of said corporation to said instrument pursuant to authority, as his/her own free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15 day of DECEMBER 1987.

Joan Wasko  
 Notary Public

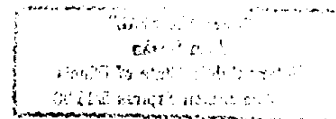


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## EXHIBIT A

### PARCEL 1 (THE FEE PARCEL):

ALL OF WEST WATER STREET LYING SOUTH OF THE SOUTH LINE OF RANDOLPH STREET, LYING NORTH OF THE NORTH LINE OF WASHINGTON STREET, LYING WEST OF AND ADJOINING WHARFING LOTS 1 TO 5, BOTH INCLUSIVE, IN BLOCK "O" IN ORIGINAL TOWN OF CHICAGO IN THE SOUTH PART OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND LYING EAST OF A DIRECT LINE DRAWN FROM A POINT ON THE SOUTH LINE OF LOT 9 IN BLOCK 44 IN ORIGINAL TOWN OF CHICAGO, 41.87 FEET EAST OF THE SOUTH WEST CORNER OF SAID LOT 9, TO A POINT ON THE NORTH LINE OF LOT 1 IN SAID BLOCK 44, 85.70 FEET EAST OF THE NORTH WEST CORNER OF SAID LOT 1, AS SHOWN AND LOCATED ON THE PLAT RECORDED AUGUST 18, 1855, AS DOCUMENT NUMBER 62008 IN COOK COUNTY, ILLINOIS.

### PARCEL 2 (THE GROUND LEASE PARCEL):

THAT PART OF LOTS 1, 4, 5, 8 AND 9 LYING WEST OF A DIRECT LINE DRAWN FROM THE POINT OF INTERSECTION OF THE WEST LINE OF WEST WATER STREET AND THE SOUTH LINE OF SAID LOT 9, BEING A POINT ON THE SOUTH LINE OF LOT 9 APPROXIMATELY 41.87 FEET EAST OF THE SOUTH WEST CORNER OF LOT 9, TO THE POINT OF INTERSECTION OF THE WEST LINE OF WEST WATER STREET AND THE NORTH LINE OF LOT 1, BEING APPROXIMATELY 85.70 FEET EAST OF THE NORTH WEST CORNER OF LOT 1 IN BLOCK 44 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE MAP OF THE TOWN OF CHICAGO BY JAMES THOMPSON DATED AUGUST 4, 1830 AND FILED FOR RECORD MAY 29, 1837 AND RECORDED JULY 6, 1837 IN BOOK H OF MAPS, PAGE 235 AS DOCUMENT 5060 IN COOK COUNTY, ILLINOIS.

Parcel 1: Common Location - Vacated W. Water Street between Washington and Randolph

Tax No.: East and adjoining 17-09-334-002

Parcel 2: Common Location - Property bordered to the north by Randolph Street; to the south by Washington Street; to the east by Vacated W. Water Street and to the west by a public alley.

Tax No.: 17-09-334-002

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