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Handwritten initials: DM

This instrument prepared by:
4 MAIL TO:
Stephen M. Dorfman
Alzheimer & Gray
333 West Wacker Drive
Chicago, Illinois 60606

PERMANENT TAX INDEX NO.
17-28-100-001-0000

SITE AGREEMENT NO. 52 - SOUTH LOOP, CHICAGO, ILLINOIS

THIS AGREEMENT, made as of the 17th day of APRIL, 1987 between LASALLE NATIONAL BANK, a national banking association, as Trustee under Trust Agreement dated September 9, 1981 and known as Trust No. 104326 ("Lessor"), and ROGERS RADIOCALL, INC., an Illinois corporation ("Lessee"):

W I T N E S S E T H:

That Lessor, for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by Lessee, does hereby demise and lease to Lessee certain premises, consisting of certain indoor loft space on the fourth (4th) floor, certain outdoor space on and above the roof and certain outdoor wall space, all of which are part of the building ("Building") commonly known as 2201 South Halsted Street, Chicago, Illinois, located on the real estate ("Real Estate") legally described in Exhibit A attached hereto and made a part hereof, situated in the City of Chicago, in the County of Cook and State of Illinois, which premises are partially and approximately depicted on those certain drawings identified as Rogers Radiocall Site Development 2201 S. Halsted, Chicago, Illinois, Site 52 prepared by Louis C. Cordogan Architect P.C. pages numbered A-1, A-2, D-1 and 1075-5, copies of which are attached hereto and made a part hereof as Exhibit B, together with all right, title and interest of Lessor in and to all easements, privileges and other appurtenances pertaining to said Building and Real Estate (all of which, including, without limitation, the aforesaid right, title and interest of Lessor shall hereinafter collectively be called the "Premises"), and does hereby grant to Lessee certain irrevocable licenses (as such phrase is hereinafter defined) appurtenant to the Premises.

TO HAVE AND TO HOLD the Premises and the Licenses, unto Lessee, and Lessee's lenders, mortgagees, deed of trust trustees, subtenants, employees, agents, contractors, subcontractors, licensees and its and their respective successors and assigns (collectively, "Lessee's Related Parties"), for a term (the "Term") commencing on the date of this agreement, and ending May 31, 2012 and for any Extended Term (as such phrase is hereinafter defined).

AND Lessee, in consideration of the leasing of the Premises and the granting of the Licenses by Lessor, and of Lessor's representations and warranties herein, does covenant and agree with Lessor as follows:

1. A. Lessee shall pay Lessor as rent for the Premises, for the Term, the amounts set forth in paragraph 2 hereof, all of which payments shall be made payable to Halsted Properties I Limited Partnership, at c/o Lars Nilsson, 874 Green Bay Road, Winnetka, Illinois 60093, or such other place as the Lessor may designate from time to time by notice to Lessee.

B. As additional security for the performance of Lessee's obligations under this agreement, Lessee has concurrently with the execution of this agreement deposited with Lessor the sum of Six Hundred Dollars (\$600.00) (the "Security Deposit"). Lessor may apply any part or all of the Security Deposit for the purpose of curing any material defaults of Lessee under this agreement. Lessee shall pay to Lessor within ten (10) days after receipt of Lessor's written notice, a sum of money to replenish such amounts as are properly applied by Lessor from the Security Deposit so that, at all times during the Term and any Extended Term, the Security Deposit will equal one month's rent pursuant to paragraph 2A(i) hereof. At the expiration or earlier termination of this agreement, if Lessee is not then in material default hereunder, Lessor

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shall return to Lessee the Security Deposit or so much thereof as has not been properly applied by Lessor to cure any material defaults of Lessee hereunder.

2. The rent payable by Lessee to Lessor shall be as follows:

A. (i) For the indoor loft space portion of the Premises, \$600.00 per month, subject to adjustment pursuant to paragraph 2A(iii), for the period commencing and ending as described in paragraph 2B; and

(ii) For the remainder of the Premises, \$50.00 per month for each antenna from time to time installed by Lessee on or above the roof of the Building; provided, however, that irrespective of the actual number of antennae so installed by Lessee from time to time, the rent payable pursuant to this paragraph 2A(ii) shall never be less than \$450.00 per month; and

(iii) The monthly rent payable for the indoor loft space portion of the Premises pursuant to paragraph 2A(i) hereof shall be increased on, and such increased monthly rent shall be in effect for the five (5) year period succeeding, each of the following adjustment dates ("Adjustment Dates"): the date which is anniversary of the commencement of rent payments (pursuant to paragraph 2B hereof) in each of the years 1992, 1997, 2002 and 2007. The increase as of each Adjustment Date shall be fifteen percent (15%) of the monthly rent payable pursuant to paragraph 2A(i) hereof during the month immediately preceding such Adjustment Date, and such increased monthly rent as of any Adjustment Date shall remain in effect for the five (5) year period until the next Adjustment Date.

B. Rent shall be payable commencing with the earlier of (a) July 1, 1987 and (b) the later of (i) the first day of the calendar month following the month in which Lessee shall have obtained all necessary local, municipal, county, state and federal approvals, licenses and permits, including, without limitation, all necessary zoning variations, zoning ordinance amendments, special use approvals, building permits and business licenses so as to permit construction on and use of the Premises for all of the purposes set forth in paragraph 3 hereof (all such approvals, licenses and permits shall hereinafter collectively be called the "Approvals"), and (ii) the first day of the calendar month following the month in which Lessee commences to construct or make improvements or additions upon or in the Premises, or to install Equipment (as such phrase is hereinafter defined), upon or in the Premises, through the date of expiration of the Term and any Extended Terms, or such earlier date as this agreement is terminated. Monthly installments of rent shall be payable one each in advance on the first day of every calendar month during said period.

3. The Premises may be used in connection with the operation of a cellular mobile telephone system, a radio tower, radio equipment, antennas and microwave and other dishes and for transmitting and receiving communications signals, and, in connection therewith, for the installation, repair, maintenance, operation, housing and removal of antennas, microwave and other dishes, wires, transmitters, receivers, appliances, machinery, trade fixtures and communications and other equipment (collectively, the "Equipment"), whether freestanding or located on a tower or in enclosures or other improvements to be constructed upon or in the Premises, or for any other lawful purpose.

4. A. The Premises are not readily accessible to a public way, and electric, telephone and other utility services are not available directly to the Premises. Accordingly, Lessor shall and does hereby grant to Lessee, and Lessee's Related Parties, the following licenses ("Licenses"):

(i) a License over and across the entryways, aisles, hallways, stairways, utility chases, pipes, shafts and other common areas and service areas of the Real Estate and the Building (collectively, the "Useful Areas") to provide suitable, adequate and direct access, twenty-four (24) hours each and every day, seven (7) days each and every week, for ingress and egress and passage of pedestrians, vehicles and construction materials and equipment, to and from the Premises from and to the nearest public way;

(ii) a License upon, over, under and across those portions of the Useful Areas currently used, able to be used, or hereafter designated by Lessor to be used, for utility service purposes, for the purpose of construction, installation, removal, repair, relocation, replacement, maintenance and operation of electrical, telephone and other communication facilities as may be required in connection with the transmission and distribution of electricity, telephone and other communications and sounds and signals; and

(iii) a License upon, over, under and across such portions of the Useful Areas as are reasonably necessary for the effective exercise of Lessee's rights under this agreement, including, without limitation, a license to use the Useful Areas for temporary storage and use of construction materials and equipment during any time, from time to time, that Lessee or one of Lessee's Related Parties is constructing, installing, removing, repairing or replacing improvements or Equipment upon or in the Premises as permitted by this agreement, and during the time of set-up operations before and clean-up operations after, any such construction, installation, removal, repairs or replacements. After any such use, Lessee shall restore the area so used to at least as good a condition as before such use.

The Licenses shall remain in effect and shall be irrevocable during the Term and any Extended Term. Lessor shall maintain, in good condition and repair, the areas covered by the Licenses ("License Areas") throughout the Term and any Extended Term. No additional rent or other payments shall be payable by reason of Lessor's grant of the Licenses.

B. Lessor represents and warrants that Lessee and Lessee's Related Parties shall have free and unrestricted access for ingress and egress and passage of pedestrians, vehicles and construction materials and equipment to and from the Premises during the Term and any Extended Term, twenty-four (24) hours each and every day, seven (7) days per week, for the purpose of constructing, installing, removing, repairing, replacing, maintaining and operating Lessee's improvements and Equipment, and that Lessor shall not permit or suffer any interference with such free and unrestricted access.

C. At Lessee's request from time to time, and without further payment or consideration, Lessor shall grant and convey to the electric and/or telephone utility companies serving or authorized to serve the Premises, by and using such forms of instrument or easement agreement as are then being used by such companies, perpetual easements to use portions of the Real Estate for the purposes set forth in subparagraph 4A (ii), on such terms and conditions as are customarily contained in such forms of instrument or easement agreement as are then being used by such companies; and Lessor shall take any and all actions and execute, acknowledge and deliver any and all documents requested by such companies or Lessee in order to accomplish the foregoing.

5. A. Lessor represents that Lessor owns good and marketable title in fee simple to the Premises and the License Areas described in paragraph 4A hereof, free and clear of all liens and encumbrances except as set forth on Exhibit C attached hereto and made a part hereof, and Lessor acknowledges that Lessee is relying upon the foregoing representation in entering into this agreement and in expending monies in connection herewith.

B. Lessor shall not encumber, create or permit any encumbrances, liens or restrictions on the title to the Real Estate or the Building which will adversely affect Lessee's use of the Premises or the Licenses granted under paragraph 4 hereof. Provided Lessee is not in default under this agreement (beyond any period given the Lessee to cure default), then:

(a) Lessee's right to possession of the Premises and the Lessee's other rights arising out of this agreement shall not be affected or disturbed by any lender holding a lien on or an interest in the Real Estate as security for a debt ("Mortgagee") in the exercise of any of its rights under the instrument creating the Mortgagee's security interest ("Mortgage") or the instrument which the Mortgage secures. Further, Lessee shall not be named as a party defendant in any foreclosure of the lien of the Mortgage nor in any other way be deprived of its rights under this agreement.

(b) In the event the Mortgagee or any other person acquires title to the Premises pursuant to the exercise of any remedy provided for in the Mortgage, or by conveyance in lieu of foreclosure, this agreement shall not be terminated or affected by the foreclosure, conveyance or sale in any such proceeding or transaction. Any sale by the Mortgagee of the Premises as a result of the exercise of any rights and remedies under the Mortgage, or otherwise, shall be made subject to this agreement and the rights of the Lessee under this agreement, and Lessee covenants and agrees to attorn to the Mortgagee, or such person, as the new lessor hereunder, and this agreement shall continue in full force and effect as a direct agreement between the Lessee and Mortgagee, or such other person, upon all of the terms, covenants, conditions and agreements set forth in this agreement. However, in no event shall the Mortgagee or such other person be:

- (i) liable for any act or omission of the Lessor;
- (ii) subject to any offsets or deficiencies which the Lessee might be entitled to assert against the Lessor; or
- (iii) bound by any payment of rent made by the Lessee to the Lessor for more than one month in advance.

Notwithstanding anything to the contrary contained herein, Lessor and Lessor's beneficiaries shall, promptly after execution of this agreement, use their best efforts to procure from every Mortgagee, an executed non-disturbance agreement in the form customarily used by each such Mortgagee, which provides substantially that (a) this agreement shall be recognized by such Mortgagee, (b) Lessee's right to possession of the Premises and Lessee's other rights arising out of this agreement shall not be affected or disturbed by such Mortgagee in the exercise of any of its rights under its Mortgage, (c) all of the rights of Lessee hereunder, including, without limitation, Lessee's option to extend the Term of this agreement, shall remain in full force and effect during the Term and any Extended Term, and (d) as long as Lessee attorns to such Mortgagee, its successors or assigns, and performs all of Lessee's obligations hereunder, Lessee will not (i) be named or joined in any action or proceeding to foreclose or terminate the interest of Lessor or to enforce its Mortgage, or (ii) in any other way be deprived of its rights under this agreement.

C. Lessor may, at its option, subordinate this agreement and Lessee's interest hereunder to any mortgage, deed of trust, or other lien hereafter placed on the Premises; provided that Lessor shall first obtain and deliver to Lessee from any future mortgagee, trustee, fee owner, prime lessor or any person seeking to have an interest in the Premises superior to this agreement, a written non-disturbance agreement providing that (a) this agreement shall be recognized by the mortgagee, trustee, fee owner, prime lessor or other person, and that all of the rights of Lessee, including, without limitation, Lessee's option to extend the Term of this agreement, shall remain in full force and effect during the Term and any Extended Term, and (b) as long as Lessee attorns to the mortgagee, trustee, fee owner, prime lessor or other person, its successors or assigns, and performs all of Lessee's obligations hereunder, Lessee shall not be named or joined in any action or proceeding to foreclose or terminate the interest of Lessor or enforce any such mortgage, deed of trust, prime lease or fee owner's rights, or the rights of such other person, brought or filed by any such person. In the event of foreclosure or any enforcement of any such mortgage, deed of trust, prime lease or fee owner's rights, or the rights of such other person, Lessee's rights hereunder shall expressly survive, and this agreement shall in all respects continue in full force and effect; provided that Lessee performs all its obligations hereunder and attorns to the mortgagee, trustee, purchaser at the foreclosure sale, prime lessor, fee owner or other person. The subordination of this agreement and Lessee's interest hereunder to any such mortgage, trust deed, prime lease or other instrument is expressly conditional upon Lessor obtaining and delivering to Lessee such non-disturbance agreement. Provided such non-disturbance agreement is delivered to Lessee, Lessee agrees to execute, if the same is required, any and all instruments in writing which may be requested by Lessor to subordinate Lessee's rights under this agreement to the lien of any such mortgage, deed of trust, prime lease or other instrument, all as aforesaid.

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D. Lessor represents and warrants that no litigation or governmental, administrative, or regulatory proceeding is pending, proposed, or threatened with respect to the Premises or the Easement Areas, including, without limitation, claims of third parties or employees.

6. A. Lessee shall pay all charges for heat, light, power, telephone and other utilities used in connection with the Premises during the Term and any Extended Terms. If Lessee shall fail to pay any such charges when due, Lessor may pay the same, and Lessee shall repay Lessor for any amounts so advanced within fifteen (15) days after receipt of Lessor's statement therefor.

B. Notwithstanding anything to the contrary contained in this agreement, in the event of any default hereunder by Lessor, or if Lessor otherwise

(i) takes any action in contravention of this agreement or which impairs or threatens to impair (a) Lessee's exercise of its rights under this agreement, (b) Lessee's use of the Premises or the License Areas as permitted hereunder, or (c) the condition or integrity of Trustee's title to the Premises or the License Areas as mandated by this agreement, or

(ii) fails to take any action required by this agreement or required to preserve and maintain (a) Lessee's rights under this agreement, (b) Lessee's ability to use the Premises and the License Areas as permitted hereunder, or (c) the condition and integrity of Trustee's title to the Premises and the License Areas as mandated in this agreement,

then Lessee may, without being obligated to do so, immediately or at any time thereafter, without notice, cure such default or take action to reverse the effect of Lessor's action or inaction, all for the account and at the expense of Lessor; and if Lessee at any time, by reason of such default, action or inaction by Lessor, is compelled to pay, or elects to pay, any sum of money or do any act which will require the payment of any sum of money, or if Lessee at any time incurs any expense in instituting or prosecuting any action or proceeding to enforce Lessee's rights hereunder, the sum or sums so paid by Lessee, with interest thereon from the date so paid by Lessee to the date repaid by Lessor, at a rate of interest per annum equal to the rate of interest announced from time to time by American National Bank and Trust Company of Chicago as its prime lending rate to its most creditworthy customers plus two percent (2%), shall be due from Lessor to Lessee upon demand, and Lessee shall have the right to set-off or deduct such sum or sums, including interest as aforesaid, from Lessee's rent obligations hereunder until Lessee is fully reimbursed therefor.

7. Lessee and Lessee's Related Parties shall have the right at any time during the Term and any Extended Terms, at their own expense, to construct or make any improvements or additions of whatever kind or description, and to install Equipment, upon or in the Premises, and to install equipment such as wires, cables, junction boxes and related fixtures upon or in the License Areas, and to remove any such improvements, additions and Equipment so constructed, made or installed. Any and all improvements or additions so constructed or made, and any and all Equipment so installed, upon or in the Premises or the License Areas, shall remain personal property notwithstanding the fact that any or all of same may be affixed or attached to the Premises, and, during the Term and any Extended Terms, and upon expiration thereof, or the termination of this agreement, shall belong to and be removable by Lessee. Lessee is hereby specifically authorized to remove and dispose of, at Lessee's expense, the existing dust collecting device located on the roof of the Building, without accounting to Lessor for the salvage value or salvage proceeds thereof. Lessee shall repair any damage done to the roof the Building as a result of Lessee's construction operations.

8. A. Except to the extent of Lessor's obligations pursuant to paragraph 8B hereof, Lessee shall keep the Premises in good condition and repair in accordance with applicable state and municipal laws, and, at the expiration of the Term and any Extended Term, or such earlier date as this

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agreement is terminated, Lessee may remove all improvements, additions and Equipment constructed, made or installed by Lessee, and will otherwise yield up the Premises in at least as good a condition as when the same were entered upon by Lessee, loss by casualty and ordinary wear and tear excepted.

B. Lessor shall maintain and keep in good condition, order and repair the foundations, walls (other than walls constructed by Lessee), windows, roofs, fixtures and structural columns and components of the Building, including, without limitation, the basic heating and electrical systems and fixtures installed or furnished by Lessor, unless such maintenance and repairs are caused by the act, neglect, fault or omission of Lessee, its agents, employees or invitees, in which case Lessee shall pay to Lessor the reasonable cost of such maintenance and repairs. Lessor shall also maintain and keep lighted and in good condition, order and repair the common stairs, common hallways, common entries and toilet rooms in the Building.

C. Notwithstanding anything to the contrary contained in this agreement, Lessor shall use its best efforts to cause the services described in this agreement to be provided, maintained and, if interrupted, restored promptly. In the event that such services and utilities or access to the Premises should be interrupted, there shall be a proportionate abatement of the rent applicable to the month or months during which such interruption occurred.

D. If the Premises or the Building are made untenable by fire or other casualty, Lessor may elect (a) to terminate this agreement as of the date of the fire or casualty by notice delivered to Lessee within twenty (20) days after that date, or (b) to repair, restore, or rehabilitate the Building or the Premises. If Lessor elects so to repair, restore or rehabilitate the Building or the Premises, Lessor shall do so at Lessor's expense within ninety (90) days after the date of the fire or casualty, in which event this agreement shall not terminate but rent shall be abated on a per diem basis while (a) the Premises are untenable, or (b) Lessee does not have full access to the Premises as required by Paragraph 4B hereof. If Lessor elects so to repair, restore or rehabilitate the Building or the Premises and does not substantially complete the work within the ninety (90) day period, either party may terminate this agreement as of the date of the fire or casualty by notice to the other party not later than one hundred (100) days after the date of the fire or other casualty. Upon any termination pursuant to this paragraph 8D, notwithstanding anything to the contrary contained in this agreement, the Term and all of the obligations of the parties contained herein shall forthwith terminate and end, and rent shall be apportioned on a per diem basis and be paid to the date of the fire or casualty.

E. If Lessor is required to remodel, remove or demolish the entire Building or any substantial portion of Building including the Premises, Lessor shall have the right to terminate this agreement by notice delivered to Lessee at least one (1) year prior to the proposed termination date, and in the event of such termination, Lessor shall reimburse Lessee prior to the effective date of such termination for the unamortized cost of leasehold improvements made to the Premises by or on behalf of Lessee.

9. Lessee and its agents may apply to the appropriate governmental authorities and public utilities, in Lessee's or Lessor's name, or jointly, for any Approvals and easements required of or deemed necessary or useful by Lessee for its use of the Premises, or in order to construct or make improvements or additions, or to install Equipment, upon or in the Premises. Lessor shall cooperate fully with Lessee in connection with the foregoing and, upon request of Lessee, shall take any and all actions and execute, acknowledge and deliver any and all documents and instruments reasonably requested by Lessee (including, without limitation, the grant of utility easements), provided that none of the foregoing actions, documents or instruments shall impose any substantial, material liability on Lessor. Lessee shall reimburse Lessor for any costs actually expended by Lessor in connection with the foregoing. Lessee shall pay all license, permit and inspection fees required in connection with its use of the Premises or the conduct of its business thereon.

10. This agreement and Lessee's obligations under this agreement are contingent upon the occurrence of the following events on or before May 31,

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1987; Lessee shall have received the Approvals and easements referred to in paragraphs 2, 4C and 9 hereof. If by said date one or more of such events shall not have occurred, then at Lessee's option, which shall be exercised, if at all, on or before June 30, 1987, Lessee may waive such contingencies and thereby continue this agreement in full force and effect, or Lessee may terminate this agreement by sending a notice to Lessor. Upon such termination by Lessee, this agreement, the Term and all of Lessee's obligations contained herein shall forthwith terminate and end on the date specified in such notice. If Lessee terminates this agreement, Lessor shall be entitled to retain all rent theretofore paid by Lessee.

11. Lessee shall indemnify and hold harmless Lessor and the Premises from and against all liens or claims for lien for material or labor by reason of any work done and/or material furnished Lessee in connection with the construction by Lessee of any improvements or additions upon or in the Premises. If any such lien or claim for lien is filed against the Premises, or any part thereof, by reason of the construction of any improvements or additions by Lessee, Lessor shall give notice thereof to Lessee and demand that Lessee remove such lien or claim for lien, and if the same is not removed within thirty (30) days after Lessee receives such notice and demand, then (and only then) Lessor may (unless within such thirty (30) day period Lessee furnishes to Lessor a surety bond protecting Lessor against such lien), without inquiring into the validity thereof, remove the same at its own expense, and Lessee shall repay Lessor for any amounts so advanced within fifteen (15) days after receipt of Lessor's statement therefor.

12. Lessee shall, at its own expense, during the Term and any Extended Terms, insure Lessor by a company or companies authorized to do business in the State of Illinois against any liability which may be incurred by Lessor on account of death, bodily injury or property damage which may be sustained by any person or persons or their property who or which might at any time be in or about the Premises. Said policy or policies of insurance shall be in limits of not less than One Million Dollars (\$1,000,000.00), in the event of either bodily injury or death, or property damage, or both, as the result of any one accident or occurrence. Lessee shall send certificates therefor to Lessor prior to commencing to construct or make improvements upon or in the Premises, and thereafter within a reasonable time after a request therefor by Lessor; provided that Lessor shall not make such a request more than a reasonable number of times. Such certificate shall include a statement substantially as follows: "should any of the policies described [in the certificate] be cancelled before the expiration date thereof, the issuing company will endeavor to mail thirty (30) days written notice to the certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives." In the event Lessee shall fail to procure such public liability insurance or pay the premiums therefor or send said certificates therefor to Lessor as provided herein, Lessor may procure such insurance and pay the premiums therefor, and Lessee shall repay Lessor for any amounts so advanced within fifteen (15) days after receipt of Lessor's statement therefor.

13. Lessee and Lessor shall each be responsible for maintaining insurance covering their own property, whether or not located on the Premises. Lessor and Lessee each hereby waive any and all rights of recovery, claim, action, or cause of action, each may have against the other, its agents, officers or employees, on account of any loss or damage occasioned to Lessor or Lessee, as the case may be, their respective property, the Premises or any improvements thereon or therein, or any personal property of such party thereon or therein, or the License Areas, by reason of fire, the elements or any other cause which could be insured against under the terms of standard property, liability, fire and extended coverage insurance policies, regardless of cause or origin, including negligence of the other party hereto, its agents, officers or employees. Each party hereto, on behalf of its respective insurance companies insuring its property against any such loss, does hereby waive any right of subrogation that such companies may have against any other party hereto. The parties hereto covenant with each other that, to the extent such insurance endorsement is available, they will each obtain, for the benefit of the other, an explicit waiver of any such right of subrogation from its respective insurance companies.

14. If this agreement has not been terminated pursuant to paragraph 10 hereof within the time specified in said paragraph 10, then at Lessee's option, Lessee may terminate this agreement by sending written notice to Lessor, and upon such termination the Term and all obligations of the Lessee contained herein shall forthwith terminate and end on the date specified in such notice; provided, however, that notwithstanding any such termination, Lessee shall remain liable for all monthly installments of rent due through May 31, 1989.

15. Lessee shall have the unconditional right to sublet all or any part of the Premises for any use permitted by paragraph 3 hereof and/or to assign or transfer this agreement, Lessee's rights hereunder and the Licenses contained herein to any corporation into which or with which Lessee merges or consolidates or which shall acquire substantially all the assets of Lessee, to any parent corporation which owns fifty percent (50%) or more of the capital stock of Lessee, to any subsidiary corporation of which Lessee owns fifty percent (50%) or more of the capital stock, to any affiliate of Lessee, to any person, corporation or other entity which shall control, be controlled by or be under common control with Lessee, or to any person, corporation or other entity licensed (or to be licensed contemporaneously or in connection with the assignment of this agreement or the subletting of all or any part of the Premises) by the Federal Communications Commission. Lessor covenants and agrees that it will not unreasonably delay or withhold consent to any other assignment or subletting to any other person, corporation or other entity. In addition, Lessee shall have the right, without the consent of Lessor, to assign or otherwise transfer this agreement and the Licenses contained herein, and each, every and all of Lessor's rights, privileges and obligations hereunder, in consideration of or as additional security for any financing or equipment leasing arrangement into which Lessee may enter which may affect Lessee's interest hereunder, and any such assignment or transfer shall not constitute a default under this agreement. Further, Lessee shall have the right to record, register or file such evidence of any such assignment or transfer as may be required in conjunction with any such financing or equipment leasing arrangement, and such recording, registration or filing shall not constitute a default under this agreement.

16. Lessor, on behalf of themselves and on behalf of all persons, corporations and other entities claiming by, through or under Lessor, and their respective heirs, executors, administrators, personal representatives, successors and assigns, covenants and agrees with Lessee that as long as Lessee, or one of Lessee's Related Parties, pays the rent herein reserved and performs all of Lessee's obligations hereunder, Lessee and Lessee's Related Parties (a) shall have quiet and peaceful enjoyment and possession of the Premises and the License Areas throughout the Term and any Extended Term free from claims and demands by Lessor and all persons, corporations and other entities claiming by, through or under Lessor and all persons, corporations and other entities claiming under title paramount to Lessor, and (b) shall be entitled to exercise all of Lessee's rights hereunder (including, without limitation, Lessee's option to extend the Term of this agreement) during the Term and any Extended Term.

17. Lessor will, from time to time, within ten (10) days after a request sent by Lessee, execute, acknowledge and deliver to Lessee a certificate of Lessor stating that this agreement is unmodified and in full force and effect (or, if there have been modifications, that this agreement is in full force and effect as modified, and setting forth such modifications) and the dates to which rent and other charges hereunder have been paid, and either stating that to the knowledge of Lessor no default exists hereunder or specifying each such default of which Lessor has knowledge. Lessee will, from time to time, within ten (10) days after a request sent by Lessor, execute, acknowledge and deliver to Lessor a certificate of Lessee stating that this agreement is unmodified and in full force and effect (or, if there have been modifications, that this agreement is in full force and effect as modified, and setting forth such modifications) and the dates to which rent and other charges hereunder have been paid, and either stating that to the knowledge of Lessee no default exists hereunder or specifying each such default of which Lessee has knowledge. Any such certificate of Lessee or Lessor may be relied upon by any person or entity. Failure to give such a certificate within ten (10) days after such request shall be conclusive evidence that this agreement is in full force and effect and that the party requesting other charges

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hereunder is not in default hereunder, and the party failing to give such certificate within said ten (10) day period shall be estopped from asserting any defaults known to such party at that time.

18. If (a) Lessee shall default in the payment of any installment of the rent hereby reserved and any such default shall continue for a period of ten (10) days after written notice thereof is received by Lessee, or (b) Lessee shall default in the performance of any other obligation herein contained to be performed by Lessee and any such default shall continue for a period of thirty (30) days after written notice thereof is received by Lessee (provided, however, that if the default reasonably cannot be cured within thirty (30) days, said thirty (30) day period shall be extended for such additional time as is reasonably necessary to cure the default), or (c) Lessee is adjudicated a bankrupt or a trustee is appointed for Lessee after a petition for reorganization or arrangement has been filed against Lessee under the Bankruptcy Act of the United States, or a receiver is appointed for Lessee's business or property (and the order of adjudication or for the appointment of a trustee or receiver has not been vacated within sixty (60) days after the entry thereof), or (d) Lessee shall have defaulted on three (3) separate occasions in any twelve (12) month period in the payment of any installment of rent and Lessor shall have validly given Lessee a written notice of each such default, then upon ten (10) days' notice to Lessee, the right of Lessee to possession of the Premises may be terminated and the mere retention of possession thereafter by Lessee shall constitute a forcible detainer of the Premises, and if the Lessor so elects, but not otherwise, and upon notice of such election, this agreement shall thereupon terminate, and upon termination of Lessee's right of possession as aforesaid, whether this agreement be terminated or not, Lessee agrees to surrender possession of the Premises immediately. Lessor hereby expressly waives any and all right to distraint for rent due and any and all landlord's liens or claim of such upon any or all property of Lessee and Lessee's Related Parties, on the Premises or the License Areas.

19. If any suit or action shall be brought to enforce any of the terms, covenants or conditions of this agreement, to recover any rent under this agreement, to terminate this agreement, to recover possession of the Premises, or for declaratory judgment with respect to this agreement, the party not prevailing in such suit or action shall be liable to the prevailing party for the prevailing party's costs and expenses, including, without limitation, court costs and reasonable attorneys' fees, the amount of which shall be fixed by the court and shall be made a part of any judgment rendered. Each party shall pay all costs and expenses, including, without limitation, court costs and reasonable attorneys' fees, incurred or sustained by the other party in any litigation, negotiations or transactions in which the other party, without its fault, becomes involved or concerned by reason of this agreement.

20. All notices under this agreement shall be in writing and may be delivered in person or mailed by United States registered or certified mail, addressed to Lessor, if intended for it, at the place for payment of rent designated by Lessor from time to time by notice to Lessee, and addressed to Lessee, if intended for it, at Cellular One, 840 East State Parkway, Schaumburg, Illinois, 60173 Attention: Business Manager, shall be deemed sent or given when placed in the U.S. Mail with proper postage prepaid, and shall be deemed delivered when personally delivered, or on the date indicated on a U.S. Post Office return receipt that delivery was made or refused. Either party hereto may change the place for notice to it by sending like written notice to the other.

21. Each party hereto represents and warrants that it has full power and authority to enter into this agreement and to perform the covenants and obligations herein contained. Each person executing this agreement represents and warrants that he or she is duly authorized to execute this agreement. Contemporaneously with Lessor's execution hereof, Lessor shall furnish Lessee with a copy of the Trust Agreement dated September 9, 1981 and known as Trust Number 104326, pursuant to which Lessor is Trustee, and a copy of the letter of direction authorizing Lessor to execute this agreement, each of which copies shall be certified by Lessor as true and correct as of the date of execution of this agreement.

22. This agreement and all the rights, covenants and obligations contained in this agreement shall inure to the benefit of and be binding upon Lessor, Lessee, Lessee's Related Parties and their respective heirs, executors, administrators, personal representatives, successors and assigns.

23. In any case where the approval or consent of Lessor is required under this agreement, and if Lessor now or hereafter consists of more than one person or entity, an approval or consent by any of the persons or entities comprising Lessor shall be sufficient, and Lessee may rely upon such approval or consent. In any case where the approval or consent of Lessor is required under this agreement, Lessor shall not unreasonably delay or withhold its approval or consent.

24. This agreement represents the entire, integrated agreement of the parties hereto. No alteration, amendment or addition to this agreement shall be binding upon any party hereto unless contained in a writing signed by the parties. If any clause, phrase, provision or portion of this agreement or the application thereof to any person or circumstance shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this agreement, nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances. Changes in the number, gender and grammar of terms and phrases herein, where necessary to conform this agreement to the circumstances of Lessor and Lessee, shall in all cases be assumed as though in each case fully expressed herein. This agreement shall be construed in accordance with the laws of the State of Illinois.

25. A. Lessee shall have the option to extend the Term of this agreement for one (1) additional period of fifteen (15) years commencing June 1, 2012 and ending May 31, 2027 (the "Extended Term") upon giving written notice ("Lessee's Option Notice") to Lessor of Lessee's intention to exercise such option at least one hundred eighty (180) days prior to the expiration of the original Term. The word "Term" as used in this agreement shall include the Extended Term when and as Lessee's option to extend shall be exercised. The Extended Term shall be upon the same terms and conditions as provided in this agreement, except as set forth in paragraph 25B below.

B. During the Extended Term, the monthly rent payable for the indoor loft space portion of the Premises pursuant to paragraph 2A(1) hereof shall be the fair market monthly rent for leasing said portion of the Premises in its unimproved condition as of the date of this agreement ("Fair Market Rent"). In determining Fair Market Rent due consideration shall be given to the fair market rent for leasing comparable space for a term comparable to the Extended Term. The procedures for determining Fair Market Rent are set forth in paragraph 25C below.

C. Within thirty (30) days after Lessor's receipt of Lessee's Option Notice, Lessor shall notify Lessee of what Lessor believes the Fair Market Rent should be for the Extended Term ("Lessor's Notice"). Lessee shall be deemed to have agreed to the Fair Market Rent contained in Lessor's Notice unless, within thirty (30) days after Lessee receives Lessor's Notice, Lessee gives Lessor a notice of Lessee's disagreement, in which notice Lessee may rescind Lessee's Option Notice, or Lessee may notify Lessor that it wishes to have Fair Market Rent determined by an appraisal process ("Lessee's Appraisal Notice"). If Lessee gives Lessee's Appraisal Notice, Fair Market Rent shall be determined by an appraiser designated as hereinafter described, and the determination of Fair Market Rent by such appraiser shall be conclusive and binding upon the parties hereto. If Lessee gives Lessee's Appraisal Notice, then Lessee and Lessor shall each designate an appraiser who is a member of the American Institute of Real Estate Appraisers, and if either party shall fail to designate such an appraiser within twenty (20) days after Lessee gives Lessee's Appraisal Notice, the appraiser designated by the other party shall determine the Fair Market Rent. If both parties timely designate an appraiser, the two appraisers so designated shall designate a third appraiser (who is also a member of the American Institute of Real Estate Appraisers) who shall determine the Fair Market Rent. If the two appraisers cannot agree upon and designate a third appraiser within fifteen (15) days after the last appraiser is designated by a party hereto, then the parties hereto shall arrange to have

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an appraiser designated by the local or state chapter of the American Institute of Real Estate Appraisers whose office is located nearest to the Premises (or, if said organization does not then exist, then the Chicago Real Estate Board), and the appraiser designated by said organization shall determine the Fair Market Rent. The fees of all such appraisers shall be borne equally by Lessor and Lessee. If the appraiser has not made his determination of Fair Market Rent prior to the commencement of the Extended Term, Lessee shall pay monthly rent pursuant to paragraph 2A(i) at 110% of the rate Lessee was paying immediately prior to the expiration of the Term until the appraiser has made his determination of Fair Market Rent, subject to adjustment after the appraiser has determined the Fair Market Rent.

26. If at any time during the Term or any Extended Term, Lessor determines not to rebuild the Building after a fire or other casualty, or if Lessor is required to remodel, remove or demolish the Building, or if Lessor otherwise determines to sell the Real Estate, or any part thereof (any of which shall hereinafter be called "First Refusal Property"), then, prior to terminating this agreement pursuant to paragraph 8D or 8E hereof or offering or selling the First Refusal Property to any third party, Lessor shall first offer the First Refusal Property to Lessee at such price and on such terms as Lessor shall deem appropriate, and Lessee shall have thirty (30) days from receipt of such offer to accept same. If Lessee does not accept such offer within the thirty (30) day period, Lessor may sell the First Refusal Property to a third party at a price no lower and on terms no less favorable to Lessor than the price and terms which Lessor offered to Lessee.

If Lessor thereafter shall receive a bona fide offer from any third party to purchase the First Refusal Property at a lower price and/or on terms less favorable to Lessor than the price and terms which Lessor offered to Lessee, or if Lessor, without having previously offered to sell the First Refusal Property to Lessee, shall receive a bona fide offer from a third party to purchase the First Refusal Property, and if Lessor desires to accept the third party's offer, then Lessor shall deliver forthwith to Lessee a true copy of the proposed contract and notify Lessee of Lessor's desire to accept the same. Lessee shall have the right within ten (10) business days to accept the terms of the third party's offer in writing in Lessee's own name or in the name of a nominee, for the purchase price and on the terms specified in said offer. If Lessee shall not so elect within the ten (10) business day period, then Lessor may then sell the First Refusal Property to the party who submitted the bona fide offer, provided such sale is on the terms and conditions and for the price set forth in the proposed contract previously delivered to Lessee.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.

LESSOR:

LASALLE NATIONAL BANK,
at Trustee as aforesaid

BY [Signature]
Its ASSISTANT VICE PRESIDENT
Attest: [Signature]
Its ASSISTANT

LESSEE:

ROGERS RADIOCALL, INC.

BY [Signature]
Its [Signature]
Attest: [Signature]
Its [Signature]

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This instrument is executed by LASALLE NATIONAL BANK, not personally but solely as Trustee, and the signature of the person of the power and authority to execute this instrument is hereby acknowledged. All the terms, conditions and covenants contained herein are to be performed by LASALLE NATIONAL BANK as Trustee, and the signature of the person of the power and authority to execute this instrument is hereby acknowledged. LASALLE NATIONAL BANK, as Trustee, hereby certifies that the signature of the person of the power and authority to execute this instrument is hereby acknowledged. All the terms, conditions and covenants contained herein are to be performed by LASALLE NATIONAL BANK as Trustee, and the signature of the person of the power and authority to execute this instrument is hereby acknowledged.

UNOFFICIAL COPY

NOTARY ACKNOWLEDGMENT FOR LASALLE NATIONAL BANK

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Vicki Smolton, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Clifford Scott-Rudnick, Assistant Vice President of LASALLE NATIONAL BANK, and Clifford Scott-Rudnick, Assistant Secretary thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and said Assistant Secretary did also then and there acknowledge that he as custodian of the corporate seal of said Bank did affix said corporate seal of said Bank to said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 19th day of May, A.D. 1951.

Vicki Smolton
Notary Public

My commission expires: 5-22-52

Notary Public of Cook County Clerk's Office

MAY 22 1951

NOTARY ACKNOWLEDGEMENT FOR ROGERS RADIOCALL, INC.

STATE OF ILLINOIS)
) SS.
COUNTY OF Cook

I, Barbara Johnson, a Notary Public in and for the said County and State aforesaid DO HEREBY CERTIFY that the foregoing instrument was acknowledged before me this APRIL 17, 1987, by BRIAN M. TERANO and LARRY HARRIS, personally known to me to be the VICE PRESIDENT and the DIR. NETWORK OPP., respectively, of ROGERS RADIOCALL, INC., an Illinois corporation, on behalf of the corporation.

Barbara Johnson
Notary Public

My commission expires: August 25, 1988

Property of Cook County Clerk's Office

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ACKNOWLEDGEMENT, SUBORDINATION AND CONSENT BY LENDER

For and in consideration of Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, _____ does hereby acknowledge that the Mortgage, Assignment of Rents and Financing Statement recorded _____ with the Recorder of Deeds of Cook County, Illinois as Document Nos. _____,

_____ respectively, and its rights as lender, mortgagee, assignee and secured party under said documents and otherwise, are and shall be subject and subordinate in all respects to the foregoing "Site Agreement No. 52 - South Loop, Chicago, Illinois" ("Rogers Agreement"), and to any renewal, modification, replacement, extension or amendment of same with the same force and effect as if the Rogers Agreement had been agreed upon, executed, delivered and recorded prior to the agreement, execution, delivery and recordation of the aforescribed Mortgage, Assignment of Rents and Financing Statement, and does hereby consent to the Rogers Agreement.

IN WITNESS WHEREOF, _____ has executed this instrument as of the _____ day of _____, 1987.

By _____
its _____

Attest: _____
its _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

87271915

I, _____ a Notary Public in and for said County and State aforesaid, do hereby certify that _____ personally known to me to be the _____ of _____ and _____ personally known to me to be the _____ of said Bank, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such _____ and _____ of said Bank, they signed and delivered the said instrument and caused the corporate seal of said Bank to be affixed thereto, as their free and voluntary act and as the free and voluntary act and deed of said Bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 1987.

Notary Public

My Commission Expires: _____

CONSENT BY BENEFICIARY

For and in consideration of Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LARS NILSSON, of Winnetka, Illinois, the sole beneficiary and holder of the entire power of direction under that certain Trust Agreement dated September 9, 1981 and known as Trust No. 104326 pursuant to which LASALLE NATIONAL BANK is Trustee, does hereby consent in all respects to the foregoing "Site Agreement No. 52 - South Loop, Chicago, Illinois" ("Rogers Agreement"), and to any renewal, modification, replacement, extension or amendment of same, and to the execution of the Rogers Agreement by the Lessor thereunder.

IN WITNESS WHEREOF, LARS NILSSON has executed this instrument as of the 21st day of April, 1987.

LARS NILSSON, sole beneficiary and holder of the entire power of direction under that certain Trust Agreement dated September 9, 1981 and known as Trust No. 104326 pursuant to which LASALLE NATIONAL BANK is Trustee

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Susan L Neufeldt, a Notary Public in and for said County and State aforesaid, do hereby certify that LARS NILSSON, personally known to me to be the sole beneficiary and holder of the entire power of direction under that certain Trust Agreement dated September 9, 1981 and known as Trust No. 104326 pursuant to which LASALLE NATIONAL BANK is Trustee, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such sole beneficiary and holder of the entire power of direction he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 21st day of April, 1987.

Notary Public

My Commission Expires: 4-19-88

87271915

CONSENT BY CONTRACT PURCHASER

For and in consideration of Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, HALSTED PROPERTIES I LIMITED PARTNERSHIP, an Illinois Limited Partnership, the Contract Purchaser of the real estate and improvements owned by LASALLE NATIONAL BANK, as Trustee under Trust Agreement dated September 9, 1981 and known as Trust No. 104326, does hereby consent in all respects to the foregoing "Site Agreement No. 52 - South Loop, Chicago, Illinois" ("Rogers Agreement"), and to any renewal, modification, replacement, extension or amendment of same, and to the execution thereof by the Lessor thereunder.

IN WITNESS WHEREOF, HALSTED PROPERTIES I LIMITED PARTNERSHIP has caused this instrument to be executed as of the 21 day of April, 1987.

HALSTED PROPERTIES I LIMITED PARTNERSHIP,
an Illinois Limited Partnership, the
Contract Purchaser of the real estate
and improvements owned by LASALLE
NATIONAL BANK, as Trustee under Trust
Agreement dated September 9, 1981 and
known as Trust No. 104326

By [Signature]
LARS NILSSON
MANAGING GENERAL PARTNER

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

87271915

I, Susan L. Neufeldt Notary Public in and for said County and State aforesaid, do hereby certify that LARS NILSSON, personally known to me to be the Managing General Partner of HALSTED PROPERTIES I LIMITED PARTNERSHIP, the Contract Purchaser of the real estate and improvements owned by LASALLE NATIONAL BANK, as Trustee under Trust Agreement dated September 9, 1981 and known as Trust No. 104326, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Managing General Partner he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act and deed of said Limited Partnership, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 21st day of April, 1987.

[Signature]
Notary Public

My Commission Expires: 7-19-88

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EXHIBIT A

Common address, if any, of Premises:

2201 South Halsted, Chicago, Illinois

Legal Description of Real Estate:

That part of unsubdivided land and the canal or slip known as Dupont Slip in the Northwest 1/4 of Section 28, Township 39 North, Range 14, East of the Third Principal Meridian, taken as a tract and described as follows:

Beginning at the intersection of the South line of West Cermak Road (22nd Street) and the East line of South Halsted Street; thence South along the East line of South Halsted Street 169 feet; thence East along a line 169 feet South of and parallel to the South line of West Cermak Road (22nd Street) 129 feet; thence North along a line 129 feet East of and parallel to the East line of South Halsted Street 169 feet to the South line of West Cermak Road (22nd Street); thence West along the South line of West Cermak Road (22nd Street) 129 feet to the point of beginning, in Cook County, Illinois.

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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EXHIBIT C

Liens and encumbrances to which the Premises and the Easement Areas are subject:

(a) Lessee's rights under the agreement of which this Exhibit C is a part

Property of Cook County Clerk's Office

DEPT-01 RECORDING \$50.00
T#1111 TRAN 7405 08/20/87 11:59:00
#7072 # A #-07-27 1945
COOK COUNTY RECORDER

87271945

87271945

5000

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2/10/2012