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SECOND AMENDMENT TO LEASE

This Second Amendment to Lease dated as of the 7th day of April, 1988 between CHICAGO UNION STATION COMPANY ("Lessor") and GATEWAY IV JOINT VENTURE ("Lessee").

W I T N E S S E T H:

By the Lease dated April 8, 1980, which lease was recorded in the Office of the Recorder of Deeds in Cook County, Illinois on October 2, 1980 as Document Number 25607453 ("Lease"), Lessor leased to TJC Associates, Inc., a corporation, certain real estate. TJC Associates, Inc. assigned its lessee's interest in the Lease to TJC Associates, a partnership, by Assignment of Lease recorded October 15, 1980 as Document Number 25623967 in the Office of the Recorder of Deeds in Cook County, Illinois, such interest was subsequently assigned to Lessee. The Lease was amended by Amendment of Lease dated as of December 24, 1980 and recorded February 9, 1981 as Document Number 25767019 in the Office of the Recorder of Deeds in Cook County, Illinois. The Lease as amended is hereafter collectively called "the Lease". Pursuant to the Lease, Lessor is leasing to Lessee the real estate designated as Area 1 on Appendix A attached hereto.

Lessor and Lessee desire to further amend the Lease as set forth below.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency which is hereby acknowledged, Lessor and Lessee agree as follows:

1. Paragraph 54 of the Lease captioned "Options to Lease" is deleted and the following is substituted therefor:

"54. Options to Lease. (a) Lessee shall have the option (subject to cancellation by Lessee as hereinafter provided), for a period expiring April 8, 1991, to lease the premises described in Appendix A as Area 2, upon the terms and conditions otherwise set forth in this Lease; provided that on the eighth day of April of each year until the expiration, cancellation by Lessee or exercise of this option, Lessee shall pay to Lessor:

(i) The ad valorem taxes paid or payable by Lessor with respect to the land underlying Area 2; and

(ii) The sum of (aa) \$95,865 for the period of one year ending on the first anniversary of the date hereof, (bb) \$191,730 in quarterly installments in advance for

Return To: Richard R. Impson
National Sales
MLC: 0440

BOX 333 - H

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the period of one year following the period specified in subparagraph (aa) above, and (cc) \$324,770 in quarterly installments in advance for the annual period ending April 8, 1991.

(iii) \$45,000.00 on April 7, of 1989, 1990, and 1991 for the first, second, and third year respectively of the option provided for in subparagraph (a) of this Paragraph 54.

(b) Anything hereinabove to the contrary notwithstanding, the option provided in subparagraph (a) of this Paragraph 54 may be cancelled by Lessee at any time before the exercise thereof by Lessee (i) giving notice to Lessor or (ii) failing to pay any installment of the option consideration when due if such failure continues for a period of 30 days after notice from Lessor that such sum is due (in the event of such cancellation all payments required to be made in the option year (first, second, or third) in which such cancellation shall occur shall remain due and payable as the same come due but no payments for any future option year shall be required).

(c) Exercise of the aforesaid option shall be in writing, served upon Lessor at the address set forth in Paragraph 52 hereof.

(d) Effective upon the exercise of the option set forth above, the premises with Area 2, above the same limiting plane established with respect to Area 1 shall be included within the "demised area" as used herein, and the space below such plane shall be included within the "excepted space", and except as otherwise provided in this Paragraph 54, all of the terms and provisions of this Lease shall apply thereto.

(e) If the option set forth above is exercised by Lessee, Lessee shall pay to Lessor quarterly in advance, commencing on the date of the exercise of said option, minimum rental with respect to Area 2 as follows:

The sum of (i) \$95,865 for the period ending on the first anniversary of the date hereof (in the event said option is exercised prior to the first anniversary of the date hereof), (ii) \$191,730 for the period of one year following the period specified in subparagraph (i) above (in the event said option is exercised prior to the second anniversary of the date hereof), and (iii) \$324,770 for each year thereafter, and in addition an amount equal to \$.35 per rentable square foot for each rentable square foot in excess of 1,000,000 square

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feet in any building or improvement constructed within said Area 2 above the excepted space, and as additional rental (percentage rent) an amount equal to fifteen percent (15%) of Lessee's gross income from Area 2 which shall be in excess of \$14.25 multiplied by the number of rentable square feet in the building or improvement above the excepted space, reduced by any take-over costs and rentals paid by Lessee and any other exclusions from gross income set forth in paragraph 2(c) hereof, provided that both said figures of \$.35 and \$14.25 shall be increased in the same manner as the consumer price index for the City of Chicago shall increase, if any, between the date of beginning of construction of the building in Area 1 and the building or other improvement in Area 2. Lessee shall be entitled to a credit against such rent due in an amount equal to the option payments theretofore pursuant to a(ii) made for the option year in which the option is exercised and no further option payments shall be required other than payments pursuant to (a)(i) or (a)(iii).

Rentals shall be payable quarterly on the same dates as quarterly rental payable with respect to Area 1, with any period involving less than a full quarter at the beginning or end of the term to be prorated accordingly.

(f) In the event the option set forth above is not exercised by Lessee, any foundations, decking or plaza theretofore constructed shall become the property of Lessor and shall thereafter be maintained by it.

(g) Lessor shall have no right to commence construction of any improvements within Area 2 above the excepted space until Lessee has complied with the requirements of paragraph 1 of this Lease with respect thereto."

2. Lessor agrees that no disclosed or undisclosed principal, parent corporation, stockholder, or partner of Lessee or any successor or assignee of Lessee, and no trustee or beneficiary under any land trust shall be liable in the event of any defaults by the Lessee under this Lease, and Lessor hereby expressly releases the same from any and all personal liability or responsibility in connection with defaults hereunder. With respect to any land trustee hereafter succeeding to the rights of Lessee, it is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Lessee while in form purporting (except as herein otherwise expressed) to be the representations, covenants, undertakings and agreements of the

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Trustee as a Lessee are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by said Lessee or for the purpose or with the intention of binding said Lessee personally, but are made and intended for the purpose of binding only the demised area specifically leased hereunder, and this Lease is executed and delivered by said Lessee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against any such Trustee or any of the beneficiaries under any such trust agreement (or any substituted trustee under a similar trust agreement) on account of this Lease or on account of any representation, covenant, undertaking or agreement of the said Lessee in this Lease contained, either expressed or implied, all such personal liability, if any being expressly waived and released by the Lessor herein and by all persons claiming by, through or under said Lessor.

3. This instrument may be executed in any number of counterparts, each of which so executed, shall be deemed to be an original and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original counterpart.

4. Except as herein expressly provided, the Lease shall remain in full force and effect in accordance with its terms the same being ratified and affirmed by Lessor and Lessee.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this amendment as of the date set forth above.

CHICAGO UNION STATION COMPANY

By: *[Signature]*

Its: Vice President

Managing Director - Real Estate

(Corporate Seal)

Attest:

[Signature]
Asst. Secretary

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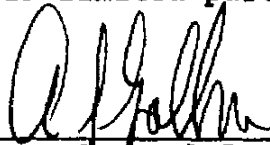
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GATEWAY IV JOINT VENTURE,
a general partnership

By: TJC Associates, an
Illinois limited partnership

By: 
A General Partner

By: _____
A General Partner

By: The Equitable Life Assurance
Society of the United States,
a New York corporation

By: 
Its: Assistant Secretary

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STATE OF ILLINOIS
CLERK OF THE SUPREME COURT

IN SENATE
JANUARY 11, 1900

[Handwritten signature]

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, MARYE GRANT, Notary Public in and for said County, in the State aforesaid, do hereby certify that Kurt Weissheimer, Managing Director - Real Estate ~~Vice President~~ of CHICAGO UNION STATION COMPANY and Sharon Daley, Assistant Secretary of CHICAGO UNION STATION COMPANY, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Managing Director - Real Estate ~~Vice President~~ and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as Lessor 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 the said Secretary then and there acknowledged that he, as custodian of the corporate seal of said corporation, did affix the corporate seal of said corporation to said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 12th day of April A.D., 1988.

Mary E. Grant
Notary Public

My Commission Expires: 5/11/88

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY THAT Alan S. Golboro and _____, general partners of TJC Associates, an Illinois limited partnership and general partner of Lessee, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such general partners in Lessee, appeared before me this date 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 partnership as a general partner in Lessee for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 8th day of April, A.D., 1988.

Katherine J. Griffin

Notary Public

(NOTARIAL SEAL)

My Commission Expires: 7-11-88

Notary of Cook County Clerk's Office

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STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, do hereby certify that James West, Assistant Secretary of the Equitable Life Assurance Society of the United States, which is a general partner in Lessee who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Assistant Secretary appeared before me this day in person and acknowledged that he signed and delivered the said instrument as a general partner of the Lessee as his own free and voluntary act and as the free and voluntary act of said corporation and Lessee, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 8th day of April A.D. 1988.

Katherine L. Griffin
Notary Public

(NOTARIAL SEAL)

~~THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:~~

~~Katten Muchin & Zavis
525 West Monroe, Suite 1600
Chicago, Illinois 60606
Attention: Arthur E. Pape, Esq.~~

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APPENDIX A

AREA 1

LOT SEVEN, EXCEPT THE WEST 122.53 FEET THEREOF, OF RAILROAD COMPANIES' RESUBDIVISION OF BLOCKS SIXTY-TWO TO SEVENTY-SIX INCLUSIVE, SEVENTY-EIGHT, PARTS OF SIXTY-ONE AND SEVENTY-SEVEN AND CERTAIN VACATED STREETS AND ALLEYS IN SCHOOL SECTION ADDITION TO CHICAGO, A SUBDIVISION OF SECTION SIXTEEN, TOWNSHIP THIRTY-NINE NORTH, RANGE FOURTEEN EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 29, 1924 IN BOOK 188 ON PAGES ELEVEN TO TWENTY-EIGHT INCLUSIVE AS DOCUMENT NO. 8339751, IN COOK COUNTY, ILLINOIS.

AREA 2

THE WEST 122.53 FEET OF LOT SEVEN, EXCEPT THE WEST 20.00 FEET THEREOF, OF RAILROAD COMPANIES' RESUBDIVISION OF BLOCKS SIXTY-TWO TO SEVENTY-SIX INCLUSIVE, SEVENTY-EIGHT, PARTS OF SIXTY-ONE AND SEVENTY-SEVEN AND CERTAIN VACATED STREETS AND ALLEYS IN SCHOOL SECTION ADDITION TO CHICAGO, A SUBDIVISION OF SECTION SIXTEEN, TOWNSHIP THIRTY-NINE NORTH, RANGE FOURTEEN EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 29, 1924 IN BOOK 188 ON PAGES ELEVEN TO TWENTY-EIGHT INCLUSIVE AS DOCUMENT NO. 8339751, IN COOK COUNTY, ILLINOIS.

Common Address of Property:

300 South Riverside Plaza
Chicago, Illinois

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