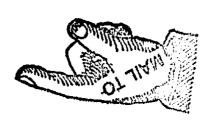
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Prepared by and when recorded return to: Marian P. Wexler, Esq. Skadden, Arps, Slate, Meagher & Flom 333 West Wacker Drive Suite 2100 Chicago, Illinois 60606



MEMORANDUM OF FIRST AMENDMENT TO GROUND LEASE

THIS MEMORANDUM OF FIRST AMENDMENT TO GROUND LEASE is made and entered into as of this 16TH day of July, 1990, by and between CHICAGO TITLE AND TRUST COMPANY, not personally, but solely as Trustee under Trust Agreement dated April 10, 1973, and known as Trust No. 61955 ("Langierd") and KOAR-SHAW CHICAGO PARTNERS, an Illinois general partnership ("Tenant").

Recitals:

DEPT-01 RECORDING \$21.50 T#4444 TRAN 1371 09/11/90 14:21:00 . #9756 # D #-90-442910 . COOK COUNTY RECORDER

A. Landlord entered into that certain Ground Lease and Restrictive Covenant, dated as of July 8, 1988 (the "Ground Lease"), between Landlord, as landlord, and Shaw Equity Associates, an Illinois general partnership ("SEA"), and Embassy Development Corporation, a Delaware corporation ("EDC"), collectively as tenant, with respect to certain real property legally described on Exhibit A attached hereto and by this reference made a part hereof (the "Demised Land"), a Memorandum of which Ground Tasse was recorded July 14, 1988 as Document No. 88309074 and recorded July 27, 1988 as Document No. 88335358, and filed July 14, 1988 as Document No. LR 3723514.

B. SEA, EDC and Tenant, with consent of Landlord, entered into that certain Assignment and Assumption Agreement, dated as of December 15, 1989 (the "Assignment"), whereby SEA and EDC assigned all of their right, title and interest in and to the Ground Lease and the leasehold estate created thereby to Tenant, and Tenant assumed all of the obligations of SEA and EDC pursuant to the Ground Lease, which Assignment was

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Prepared by and when recorded return to:
Marian P. Wexler, Esq.
Skadden, Arps, Slate,
Meagher & Flom
332 West Wacker Orive
Suite 2100
Chicago, 11Linois 50606



MEMORANDUM OF FIRST ARENDMENT TO GROWN LEASE

THIS MEMORANGUM OF SIRST AMERICASE TO THE LEASE IS made and entered into as of this of the last of the

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B. SEA, EDC and Tenant, with coosen; of Landlerd, entered into that certain Assignment in Assignment, dated as of December 12; "Assignment"), whereby SEA and EDC assigned all right, title and interest in and to the Ground count the leasenold estate created thereby to Tenan, and the Tenant assumed all of the obligations of SEA and EDC pursuant to the Ground Lease, which Assignment was

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recorded as Document No. 89602215 and Document No. LR 3856138.

- C. Landlord and Tenant entered into that certain First Amendment to Ground Lease and Restrictive Covenant dated as of December 15, 1989 (the "First Amendment"). The Ground Lease and the First Amendment are collectively referred to hereinafter as the "Ground Lease."
- D. Landlord and Tenant have agreed to enter into this Memorandum of First Amendment to Ground Lease for purposes of giving notice of said First Amendment and certain of its terms, covenants and conditions. Any and all defined terms used herein shall have the same meaning as set forth in the Ground Lease, except as otherwise provided herein.

For good and valuable consideration and in consideration of the Rent reserved and the covenants and conditions more particularly set forth in the Ground Lease, the Ground Lease has been amended to include the following:

- 1. Tenant. The Ground Lease has been amended to delete all references therein to SEA and EDC and to substitute therefor KOAR-SHAW CAICAGO PARTNERS, an Illinois general partnership, which is deemed to be the tenant under the Ground Lease as if originally named as such therein.
- 2. <u>Demised Land</u>. The Area set forth on the legal description of the Demised Land in Exhibit A to the Ground Lease has been amended to read as follow:

"AREA = 41029.5 SQUARE FEET OR 0.9419 ACRES"

3. Option to Purchase. Pursuant to the terms of the Ground Lease, Landlord granted the tenant under the Ground Lease, its successors and assigns, an irrevocable option (the "Option") to purchase all of its right, title and interest in and to the Demised Land upon and subject to the terms and conditions set forth in the Ground Lease, which Option has been assigned to Tenant. Tenant may elect to exercise the Option, subject to the conditions set forth in the Ground Lease, by serving written notice of its intention to do so upon Landlord

recorded as Document No. 29602215 and Document No. LR

- C. Landlord and Teners es end into the certain First two corrects and Research Resea
- Of Landlord and Tenant have acress to the series for into this Memorandum of First Amendment to true and for pulpases of giving notice of said First Amendment and conditions the first coverant defined terms used herein small bear the same monormal sections in the Ground Lease, errept as a nervise provided herein.
- For good and valuable consideration and the consideration and the consideration of the Rendered and the coverence conditions more particularly avent to the Cround Lease, the Ground Lease has been emended to another the Tuliowing:
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"AREA - 41029.5 SQUARE FEET OR U. 9419

within the specific time period or periods provided therefor as set out in the Ground Lease, and as adjusted by the First Amendment.

- 4. Notice. This Memorandum of First Amendment to Ground Lease does not set forth all of the material terms or conditions of the Ground Lease. This Memorandum of First Amendment to Ground Lease is not intended to, and does not and shall not, amend, modify, diminish or affect in any way the Ground Lease, or the construction or interpretation thereof or any rights or obligations of any of the parties thereto. The sole purpose of this Memorandum of First Amendment to Ground Lease is to give notice of said First Amendment and of certain of its terms, covenants and conditions.
- 5. Discellaneous. This Memorandum of First Amendment to Ground Lease shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns.
- Trustee Ecculpation. This Memorandum of First Amendment to Ground Lease is executed and delivered by Landlord not in its own right, but solely in the exercise of the powers conferred upon it as Trustee; no duty shall rest upon Landlord to sequester the trust estate or the rents, issues and profits arising therefrom or the proceeds arising from any sale or other disposition thereof; and no personal liability or personal responsibility is assumed by her shall at any time be asserted or enforceable against the Chicago Title and Trust Company or any of the beneficiaries under the Trust Agreement, on account of the Ground Lease, or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Landlor! contained in the Ground Lease, either expressed or implied, all such personal liability, if any, being expressly waived and released by the Tenant herein and by all persons claiming by, through or under said Tenant.
- 7. Counterparts. This Memorandum of First Amendment to Ground Lease may be executed in two or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same Memorandum of First Amendment to Ground Lease.

within the specific time period or periods provided therefor as set out in the Ground Lease, and as an use of by the First Amendment.

- ap Ground Lease does not set forth all of the newer a terms or conditions of the Ground Lease. This setter at the newer and First Amendment to Ground Lease is not intended to and shall not and shall not amend, rodify, direction and shall not any vertication thereof or any violts or objection thereof or any violts or objection thereto. The sole perpending of First Amendment as derival dease the motion of First Amendment and of erroll dease the motion of First Amendment and of erroll dease the terms, coverants and conditions.
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IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of First Amendment to Ground Lease as of the date and year first above written.

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4	By:	KOAR-CHICAGO PARTNERS, L.P., a California limited partnership General Partner	p
	4	By: KANEKOKOAR-CHICAGO, INC., a California corporation, General Partner	
		By: Its:	
	By:	CHS CHICAGO ONE ASSOCIATES LIMITED PARTNERSHIP, an Illinois limited partnership General Partner	,
		By: CHS Chicago One, Inc., a Delaware corporation, General Partner	
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IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of First Amendment to Ground Lease as of the date and year first above written.

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IN WITHESS WHEREOF, the parties here have executed this Memorandum of First same dament to Ground Lease as of the date and year first above willies.

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EXHIBIT A

Legal Description of Demised Land

ALL LOTS 1 THROUGH 16, BOTH INCLUSIVE, IN BLOCK 17 IN WOLCOTT'S ADDITION TO CHICAGO IN SECTION 9, TOGETHER WITH BLOCK 26 IN KINZIE'S ADDITION TO CHICAGO IN THE NORTHWEST 1/4 OF SECTION 10, BOTH IN TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN RESPECTIVELY, ALL TAKEN AS A TRACT, LYING EAST OF A LINE DRAWN 188.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF BLOCK 26 AFORESAID, IN COOK COUNTY, ILLINOIS.

AREA = 41029. Square FEET or 0.9419 ACRES

exhibit) a

begal Description of bemised Land

ALL LOTS 1 THROUGH 16, BOTH INCLUSIVE 18 BLOWN WOLCOTT'S ADDITION TO CHICAGO IN SECTION 1 TOWNS 18 ADDITION TO CHICAGO IN SECTION 10. ADDITION TO CHICAGO IN THE LACT OF THE THIRD PRINCIPAL MERINIAN ERRESCTIVES. TAKEN AS A TRACT, LYING EAST OF A LISE HARW 10. GET FER WEST OF AND PARALLEL WITH THE EAST LINE OF BLOCK SECTION AFORESALD, IN COOK COUNTY FILLINGS.

ABBA = 41029.5 SQUARE TEET OR 0.9419 M.mes

STATE OF) ss.
COUNTY OF
I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named President and
Given under my hand and Notarial Seal on:
COA'S OFFICE

STATE OF
COUNTY OF
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the said Secretary then and the corporate seal of the corporate seal of said custodian of the corporate seal of said the corporat
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Said Company for the uses and purposes therein section.
Given under my hand and wotarial Seal on:

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STATE OF ILLINOIS, SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, Grantor, 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 the said instrument 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 the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the carporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal

SEP 5 1990

Date

"OFFICIAL SEAL"
Rhonda Tureck
Notary Public, State of Illinois
My Commission Expires 4/9/94

Notary Public

STATE OF ILLINOIS, SS.

I, the undersigned, a Notary Public in and for the County and State afcressid. In HEREBY CERTIFY, that the above named Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, Gration, personally known to me to be the tome persons, whose names are subscribed to the foregoing instrument on such Assistant Secretary respectively, supported before me the day in parent and arknowledged that they signed and delivered the said instrument of their sentions voluntary act and as the free and voluntary act of said Corapany for the content therein set forth; and the said Assistant Secretary, as austodian of the corporate seal of said Corapany.

Assistant Secretary, as austodian of the corporate seal of said Corapany.

Tate seal of said Company to be affixed to said instrument as said Assistant for the tree and voluntary act and as the free and voluntary act and as the forth.

Given under my hand and Notario! Seal

"Official SEAL"
Rhonda Turuck
Notary Public, State of Illnots
My Commission Expires 4/9/94

COUNTY OF LOS Angeles) ss

On 8-28, 1990, before me, the undersigned, a Notary Public in and for said State, personally appeared LOGIN S. OSTROW personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as the VICE PRESIDENT of Kanekokoar-Chicago, Inc., the California corporation that executed the within instrument as the general partner of KOAR-Chicago Partners, I.P., a California limited partnership, the partnership that executed the within instrument as one of the general partners of KOAR-Shaw Chicago Partners, an Illinois general partnership, the partnership that executed the within instrument as the general partner of KOAR-Shaw Chicago Investment Limited Partnership, the Partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as the general partner of Koar-Chicago Partners, L.P., and that such limited partnership executed the same as one of the general partners of KOAR-Shaw Chicago Partners, and that such general partnership executed the same as the general partner of KOAR-Shaw Chicago Investment Limited Partnership, an Illinois limited partnership, and that said last named limited partnership executed the same.

Notary Public is and for said State

(Notarial Seal)

My commission expires:

3-1-91



STATE OF CALLERYLLE SS.

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Notary Public is and for said Stars

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STATE OF	Illinois)
_) ss.
COUNTY OF	Cook)

On August 27 , 1990, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert J. Winter , personally known to me (or proved to me on the basis of satisfactory eddence) to be the person who executed the within instrument as the Vice President of CHS Chicago One, Inc. the Delaware corporation that executed the within instrument as the general partner of CHS Chicago One Associates Limited Partnership, an Illinois limited partnership, the partnership that executed the within instrument as one of the general partners of KOAR-Shaw Chicago Partners, an Illinois general partnership, the partnership that executed the within instrument as the general partner of KOAR-Shaw Chicago Investment Limited Partnership, an Illinois limited partnership, the Partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as the general partner of CHS Chicago One Associates Limited Partnership, and that such limited partnership executed the same as one of the general partners of KOAR-Shaw Chicago Partners, and that such general partnership executed the same as the general partner of KOAR-Shaw Chicago Investment Limited Partnership, an Illinois limited partnership, and that said last named limited partnership executed the same.

Notary Public if and for said State

(Notarial Seal)

My commission expires:

" OFFICIAL SEAL "
JUDY A. BECHER
NOTARY PUBLIC, STATE OF ILLINOIS }
MY COMMISSION EXPIRES 5/30/93

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Notary Public in and for said State

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My commission expirest

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