

THIRD AMENDMENT TO LEASE

This Third Amendment to Lease dated as of the 14th day of September 1990 between CHICAGO UNION STATION COMPANY ("Lessor") AND GATEWAY IV JOINT VENTURE ("Lessee").

RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS IN COOK COUNTY, ILLINOIS
INDEXED
SEP 14 1990 *90-483165

WITNESSETH

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, and 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 25623967 in the Office of the Recorder of Deeds in Cook County, Illinois. The Lease was further amended by the Second Amendment to Lease dated as of April 7, 1988 and recorded May 11, 1988 as Document Number 88200211 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 as attached to the Lease (except the

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"excepted space", as shown in Appendix B to the Lease, other than that set forth in paragraph 6 of the Lease).

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. The habendum clause on the first page of the Lease is amended to read as follows:

TO HAVE AND TO HOLD the demised area for and during a term commencing on June 25, 1980 ("Commencement Date") and expiring on the last day of the calendar month next following the one hundred and seventy-fifth anniversary of the Commencement Date.

2. Paragraph 2(a) of the Lease is amended by adding the following immediately before the last paragraph thereof:

Notwithstanding the foregoing, commencing with each of the eighty-sixth year, the one hundred and first year, the one hundred and sixteenth year, the one hundred and thirty-first year, the one hundred forty-sixth year, and the one hundred sixty-first year following the first day of the calendar month next succeeding the month in which the first tenant of Lessee takes possession of a portion of the improvements constructed by Lessee in the demised area, the minimum

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annual rent payable pursuant to this paragraph 2(a) for each of the next fifteen (15) years (or for the balance of the term in the case of the one hundred and sixty-first year) shall be the greater of the following:

(i) the minimum rental payable in respect of the last preceding year of the term hereof, or

(ii) a sum equal to 8-1/2% of the value of the demised area determined as of immediately prior to the commencement of said year, as if the demised area were unencumbered, unimproved, and not subject to a lease. If Lessor and Lessee are not able to agree upon such value by a date three months before the commencement of said year, such value shall be determined by arbitration as provided in paragraph 51 hereof.

3. Paragraph 34(b) of the Lease is amended by adding at the end thereof the following:

In the ninety-first year of the term hereof, and each ten years thereafter, the limits of the liability insurance prescribed herein shall be adjusted to reflect the limits as are then customary for comparable property in the City of Chicago.

4. Paragraph 51 of the Lease is amended by striking "25 or 33," in the third line and inserting in lieu thereof "25, 33, or 34(b),".

5. Paragraph 54 of the Lease is amended by changing the expiration date of April 8, 1991 in the third line thereof to September 14, 1990; provided that the

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payments due to Lessor with respect to the third year of the option under clauses (i), (ii), and (iii) of paragraph 54(a) shall continue to remain due and payable to Lessor and shall be paid by Lessee upon the dates prescribed therein through the period ending April 8, 1991. Lessee acknowledges that it has not previously exercised any option to lease set forth in said paragraph 54; that upon the execution of this Third Amendment to Lease it shall have no option to lease the real estate designated as Area 2 on Appendix A to the Lease; and that Lessor shall not be obligated to repay to Lessee any sums paid to Lessor pursuant to said paragraph 54. Lessee will execute and deliver such documents as Lessor may reasonably request to assign to and/or confirm in Lessor any rights which Lessee has with regard to parking in the 500 West Monroe Street parking garage which are allocable to Area 2, and Lessee will use reasonable efforts to cause to be executed and recorded a technical correction to Exhibit 4 to the Deed of Easement recorded as document number 90047309 to correct the legal description of the "Gateway IV Properties" to include all of Lot 7 except the west 20 feet thereof, which documents shall be nonrecourse to all parties executing such documents. Lessee shall not object to any amendments proposed by Lessor to Business Planned Development No. 27 solely because such amendments also may contemplate or include the development in Area 2 of a retail, residential or hotel facility, a motor vehicle garage, or any one or more of the foregoing.

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6. Lessor agrees that no disclosed or undisclosed principal, parent corporation, stockholder, or partner in 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 the Lease, as amended hereby, 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 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 the 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

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any such trust agreement (or any substituted trustee under a similar trust agreement) on account of the Lease, as amended hereby, or on account of any representation, covenant, undertaking or agreement of the said Lessee in the Lease, as amended hereby, 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.

7. 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 evidence by any such original counterpart.

8. 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.

CHICAGO UNION STATION COMPANY

By: [Signature]
Its: Managing Director

(Corporate Seal)

Attest: [Signature]

GATEWAY IV JOINT VENTURE,
a general partnership

By: TJC Associates, an Illinois
Limited partnership

By: [Signature]
A General Partner

By: [Signature]
A General Partner

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By: The Equitable Life
Assurance Society Of
The United States, a
New York Corporation

By: *Thomas W. Spalen*
Its: INVESTMENT OFFICER

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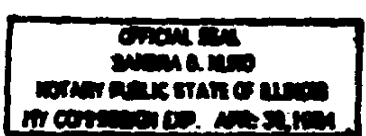
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Sandra B. Nune, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Kurt Weisberger of CHICAGO UNION STATION COMPANY and Marion D. Doney 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 Marion D. Doney 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 S. Doney 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 13 day of September, 1990.

Sandra B. Nune
Notary Public

My commission expires:



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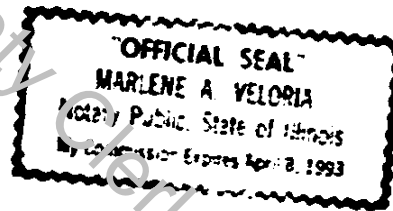
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY THAT STANLEY GAYDOK 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 14th day of September, 1990.

Marlene A. Veloria
Notary Public

My commission expires:
4/8/93



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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

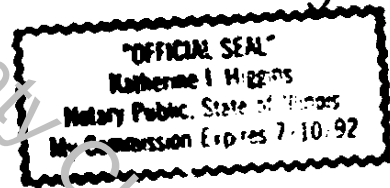
I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY THAT Alan S. Gelbova and _____ general partners of TJC Associates, an Illinois limited partnership and general partner of Lessee, who are personally known to me to be the same persons whose names are 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 2nd day of OCTOBER, 1990.

Katherine I Higgins

Notary Public

My commission expires:
7-10-92



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STATE OF GEORGIA)
) SS
COUNTY OF CLAYTON)

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY THAT

THOMAS W. ROBINSON, the INVESTMENT OFFICER of the Equitable Life Assurance Society of the United States, which is a general partner of Lessee, who is personally known to me to be the same persons whose name is subscribed to the foregoing instrument, appeared before me this date in person and acknowledged that he signed and delivered said instrument 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 14th day of September, 1990.

Andy E. Simon

Notary Public

My commission expires:
Notary Public, Clayton County, Georgia
My Commission Expires August 14, 1993

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

William F. Erkelenz, Esq.
General Counsel
Chicago Union Station Company
c/o National Railroad Passenger Corporation
60 Massachusetts Avenue, N.E.
Washington, D.C. 20002

Return to:
Ronald Ian Reun, Esq.
Jenner + Block
One IBM Plaza
41st Floor
Chicago, Illinois, 60611



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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.

Dated as of September 14, 1990

Common Address of Property:

300 South Riverside Plaza
Chicago, Illinois

PIN#: 17-16-121-003-6001
17-16-121-003-6002

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