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Suite 1800
Chicago, IL 60601
(312) 368-4000

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THIS INSTRUMENT PREPARED BY
AND UPON RECORDING SHOULD BE
RETURNED TO:

4. Lease Year. As used in the Lease, the term "Lease Year" shall mean (i) the period beginning on the Commencement Date and ending on March 31, 1991 and (ii) each succeeding twelve-month period thereafter which falls in whole or in part during the term, as it may be extended or renewed.

3. Expiration Date. The term of the Lease shall expire, unless sooner terminated or unless extended or renewed as provided therein, at 11:59 p.m. on March 31, 2000.

2. Commencement Date. The Commencement Date occurred on March 21, 1990.

1. Definitions. Capitalized terms used herein which are not otherwise defined herein shall have the respective meanings ascribed to them in the Lease.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, Landlord and Tenant hereby agree as follows:

WHEREAS, the Commencement Date under the Lease has occurred, and Landlord and Tenant desire to confirm the Commencement Date and certain other dates and periods under the Lease which are to be measured from or on the basis of the Commencement Date;

WHEREAS, Landlord and Tenant recorded a Memorandum of the Lease in the Records Office of Cook County, Illinois on May 26, 1989 as Document No. 89239957;

WHEREAS, Landlord and Tenant are parties to that certain Office Lease dated February 28, 1988 (hereinafter referred to as the "Lease") covering all of the office and storage space (hereinafter collectively referred to as the "Premises") in the building commonly known as the East Tower of Phase II, Riverway, Rosemont, Illinois (the "Building"). The real estate on which Phase II of the Riverway project is located is equally described on Exhibit A attached hereto and hereby made a part hereof;

W I T N E S S E T H

THIS MEMORANDUM REGARDING COMMENCEMENT AND OTHER DATES IS made and entered into as of the 17th day of December, 1990 by and between LASALLE NATIONAL TRUST, N.A., as Successor Trustee to LaSalle National Bank, not personally but solely as Trustee under Trust Agreement dated February 1, 1988 and known as Trust No. 11300 ("Landlord"), and CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND ("Tenant");

MEMORANDUM REGARDING
COMMENCEMENT AND OTHER DATES

\$ 17.00

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1991 JAN 9 PM 12:24

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COOK COUNTY CLERK
CHICAGO, ILLINOIS

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7. Exemption. It is expressly understood and agreed by Tenant that, except as provided in the Lease and in the Guaranty and Agreement delivered to Tenant pursuant to the Lease, none of Landlord's covenants, undertakings or agreements made or intended as personal covenants, undertakings or agreements by Landlord, Landlord's Beneficiary or their respective partners and that any liability for damage or breach or non-performance by Landlord shall be collectible only from Landlord's interest in the Building and Landlord's interest, if any, in the Project, and that no personal liability is assumed by, nor at any time may be asserted against, Landlord, Landlord's Beneficiary or their respective partners, officers, agents, employees, legal representatives, successors or assigns, all such liability, if any, being expressly waived and released by Tenant. If Landlord is a trustee under a trust agreement, this Memorandum is executed by such trustee, not personally, but solely as trustee, and it is expressly understood and agreed by the parties hereto, anything contained herein to the contrary notwithstanding, that each and all of the covenants, undertakings, representations and agreements herein made are made and intended, not as personal covenants, undertakings, representations and agreements of the trustee, individually, or for the purpose of binding it personally, but this Memorandum is executed and delivered by the trustee solely in the exercise of the powers conferred upon it as such trustee under said trust agreement (and the trustee represents and warrants that it has full power and authority to execute and deliver this Memorandum), and no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforced against said trustee, the beneficiary of said trust (other than as provided in the Lease or Guaranty and Agreement) or its agent on account hereof or on account of any covenant, undertaking, representation, warranty or agreement contained in this Memorandum, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by Tenant and by all persons claiming by or through or under Tenant.

6. Lease in Full Force and Effect. The Lease is hereby ratified and confirmed and remains in full force and effect.

- ending on March 31, 2015.
- (c) the term "Third Renewal Period" shall mean the period commencing on April 1, 2010 (the "Third Renewal Period Commencement Date") and ending on March 31, 2015;
- (b) the term "Second Renewal Period" shall mean the period commencing on April 1, 2005 (the "Second Renewal Period Commencement Date") and ending on March 31, 2010; and
- (a) the term "First Renewal Period" shall mean the period commencing on April 1, 2000 (the "First Renewal Period Commencement Date") and ending on March 31, 2005;

5. Options to Renew. As used in the Lease, and to the extent that Tenant's options to extend the Term thereof are validly exercised, the following terms shall have the respective meanings indicated below:

UNOFFICIAL COPY

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Property of Cook County Clerk's Office

BY: [Signature]
 Trustee
 Arthur H. Burke, Jr.

BY: [Signature]
 Trustee
 Marion M. Winstead

BY: [Signature]
 Trustee
 Robert C. Sansone

BY: [Signature]
 Trustee
 Robert J. Baker

TENANT:
 CENTRAL STATES, SOUTHEAST AND
 SOUTHWEST AREAS PENSION FUND

BY: [Signature]
 Title: ASSISTANT SECRETARY

BY: [Signature]
 Title: _____

ATTEST:

LASALLE NATIONAL TRUST, N.A.,
 not personally but solely as
 trustee as aforesaid

LANDLORD:

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum as
 of the date first above written.

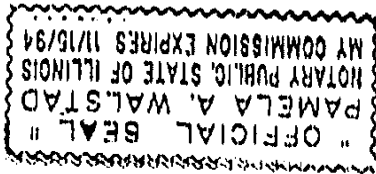
UNOFFICIAL COPY

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Property of Cook County Clerk's Office

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Property of Cook County Clerk's Office



My Commission Expires: 11-16-94

Pamela A. Walstad
Notary Public

GIVEN under my hand and Notarial Seal, this 17th day of December, A.D., 1990.

I, PAMELA A. WALSTAD, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Robert C. Sansone, Marlon M. Winstead, Robert J. Baker and Arthur H. Buntig, Jr., trustees of Central States, Southeast and Southwest Areas Pension Fund, all personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such trustees, 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 Central States, Southeast and Southwest Areas Pension Fund for the uses and purposes therein set forth.

STATE OF ILLINOIS)
) SS
COUNTY OF WOOD)

THAT PART OF THE WEST 1/2 OF SECTION 3, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS; BEGINNING AT THE INTERSECTION OF THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 3 WITH THE SOUTHWESTERLY LINE OF HIGGINS ROAD AS MONUMENTED AND OCCUPIED, BEING A LINE 50.00 FEET, AS MEASURED AT RIGHT ANGLES, SOUTHWESTERLY OF AND PARALLEL WITH THE CENTER LINE OF SAID ROAD; THENCE SOUTH 01 DEGREES 51 MINUTES 13 SECONDS WEST ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 3, 375.17 FEET TO THE CENTER OF SAID SECTION 3; THENCE SOUTH 33 DEGREES 22 MINUTES 30 SECONDS WEST, 12.82 FEET (SAID LINE BEARING SOUTH 33 DEGREES 22 MINUTES 30 SECONDS WEST BEING A LINE DRAWN FROM THE CENTER OF SAID SECTION 3 TO A POINT ON A LINE 157.44 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF LOT "A" IN BROWN'S SUBDIVISION OF PART OF SECTION 3, AFORESAID, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 1, 1894 AS DOCUMENT NO. 2126709, SAID POINT BEING 300 FEET, AS MEASURED ALONG SAID PARALLEL LINE, WEST OF THE CENTER OF THE DES PLAINES RIVER, AND SAID LAST DESCRIBED LINE BEARING SOUTH 33 DEGREES 22 MINUTES 30 SECONDS WEST BEING ALSO THE SOUTHWESTERLY LINE AND SAID SOUTHWESTERLY LINE EXTENDED NORTHWESTERLY, OF ROSEMONT INDUSTRIAL CENTER, BEING A SUBDIVISION OF PARTS OF LOTS "A" AND "B" IN THE SUBDIVISION OF LOTS 18, 19 AND 40 IN ASSessor's SUBDIVISION OF SECTION 3, AFORESAID, ACCORDING TO THE PLAN OF SAID ROSEMONT INDUSTRIAL CENTER RECORDED FEBRUARY 17, 1967 AS DOCUMENT NO. 20066369); THENCE NORTH 79 DEGREES 21 MINUTES 25 SECONDS WEST, 195.17 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVED LINE CONVEX SOUTHWESTERLY, HAVING A RADIUS OF 134.13 FEET AND BEING TANGENT TO SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 210.59 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC BEARS NORTH 34 DEGREES 21 MINUTES 25 SECONDS WEST, 189.69 FEET); THENCE NORTH 10 DEGREES 38 MINUTES 38 SECONDS EAST ALONG A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 128.01 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVED LINE CONVEX NORTHWESTERLY, HAVING A RADIUS OF 46.28 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 16.14 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC BEARS NORTH 16 DEGREES 43 MINUTES 55 SECONDS WEST, 44.40 FEET); THENCE NORTH 44 DEGREES 06 MINUTES 25 SECONDS WEST ALONG A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 166.49 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVED LINE CONVEX SOUTHWESTERLY, HAVING A RADIUS OF 237.05 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 212.30 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC BEARS NORTH 89 DEGREES 41 MINUTES 30 SECONDS EAST, 205.27 FEET); THENCE SOUTH 64 DEGREES 39 MINUTES 08 SECONDS EAST ALONG A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 6.52 FEET; THENCE NORTH 30 DEGREES 00 MINUTES 00 SECONDS EAST, 120.93 FEET TO AN INTERSECTION WITH THE SOUTHWESTERLY LINE OF HIGGINS ROAD, BEING A LINE 50.00 FEET, AS MEASURED AT RIGHT ANGLES, SOUTHWESTERLY OF AND PARALLEL WITH THE CENTER LINE OF SAID ROAD; THENCE SOUTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID SOUTHWESTERLY LINE OF HIGGINS ROAD, 59.50 FEET TO A POINT OF CURVATURE IN SAID SOUTHWESTERLY LINE; THENCE SOUTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF HIGGINS ROAD, BEING A CURVED LINE CONVEX SOUTHWESTERLY, HAVING A RADIUS OF 1482.69 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 441.26 FEET TO A POINT OF TANGENCY IN SAID SOUTHWESTERLY LINE (THE CHORD OF SAID ARC BEARS SOUTH 36 DEGREES 58 MINUTES 29 SECONDS EAST, 439.63 FEET); THENCE SOUTH 65 DEGREES 30 MINUTES 02 SECONDS EAST ALONG THE SOUTHERLY LINE OF HIGGINS ROAD, BEING A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 37.54 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS CONTAINING 7.339 ACRES.

PHASE II - RIVERWAY
METES AND BOUNDS LEGAL DESCRIPTION OF LAND
TO BE DEVELOPED AS
Phase II - Riverway Project
Rossmont, Illinois
EXHIBIT A

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