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Doc#: 0413145054
Eugene "Gene" Moore Fee: \$42.00
Cook County Recorder of Deeds
Date: 05/10/2004 09:39 AM Pg: 1 of 10

This document drafted by and
when recorded, return to:
Mayer, Brown, Rowe & Maw
190 South LaSalle Street
Chicago, Illinois 60603
Attention: Susan R. Proffitt

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "Memo of Lease") dated as of May 6, 2004, between ABN AMRO REAL ESTATE COÖPERATIEVE I U.A., having its principal office at Foppingadreef 22, 1102 BS Amsterdam, The Netherlands, as the Lessor (the "Lessor") and LASALLE STREET CAPITAL, INC., a Delaware corporation, having a principal office at 540 West Madison Street, Suite 2303, Chicago, Illinois 60661, as the Lessee (the "Lessee"),

WITNESSETH:

WHEREAS, Lessee is the fee simple owner of the land legally described on Exhibit A-1 attached hereto and made a part hereof and the land improvements (as defined in Asset Class 00.3 of Revenue Procedure 87-56 issued by the United States Internal Revenue Service), which land improvements include but are not limited to asphalt paving, concrete paving, connections to sewer and water lines, clearing and grubbing, and landscaping (together with all rights-of-way or use, easements, privileges, servitudes, licenses, tenements, driveways, approaches, pavements, hereditaments, curbs and street front privileges and appurtenances thereunto belonging, but excluding the Improvements, the "Site") located in the City of Chicago, Cook County, Illinois;

WHEREAS, the easterly portion of the Site contains approximately 79,252 square feet (1.819 acres)(the "Land") as depicted on Exhibit A-2, and supports the existing ABN AMRO Building;

WHEREAS, the Site, in addition to the Land portion, includes approximately 49,705 square feet (1.141 acres) of vacant land (the "Surplus Site Area") as depicted on Exhibit A-3;

WHEREAS, Lessee has, by that certain Quitclaim Deed that certain Bill of Sale, and that certain Contribution and Assumption agreement, contemporaneously herewith transferred the Existing Improvements including the Specific Property to Lessor;

WHEREAS, Lessee, as landlord, and Lessor, as tenant, have entered into the Ground Lease, whereby Lessee leased to Lessor the Land; and

NNNT 01040534 And C, A.

Handwritten initials and circled number 3



PROPERTY OF COOK COUNTY CLERK'S OFFICE

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WHEREAS, Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor the Land, the Surplus Site Area, Improvements and the Specific Property (as defined herein) (collectively, the "Property") pursuant hereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to enter into this Memo of Lease, as follows:

SECTION 1. *Certain Terms.* Capitalized terms used but not otherwise defined in this Memo of Lease have the meanings specified in Appendix A to then Master Lease; and the rules of interpretation specified in Appendix A to the Master Lease shall apply to this Memo of Lease. The term "Obligations" shall mean all obligations (monetary or otherwise) of the Lessee arising under or in connection with the Master Lease.

SECTION 2. *The Property.* Attached hereto as Exhibit A is the legal description of the Land. Effective upon the execution and delivery of this Memo of Lease by the Lessor and the Lessee, the Property shall be subject to the terms and provisions of the Master Lease. Subject to the terms and conditions of the Master Lease, the Lessor hereby leases the Property to the Lessee for the Term (as defined below) of this Memo of Lease, and the Lessee hereby agrees, expressly for the direct benefit of the Lessor, to lease the Property from the Lessor for the Term.

SECTION 3. *Lease Term.* The term of the Master Lease (the "Term") shall begin on the date hereof and shall end on the May 5, 2024 (the "Lease Termination Date") with respect to the Property, unless the Term with respect to the Property is renewed or earlier terminated in accordance with the provisions of the Master Lease, but in no event later than May 5, 2044. For and in consideration of good and valuable consideration paid by the Lessee to the Lessor as described in the Master Lease, the Lessor hereby grants to the Lessee the right to purchase the Property during the Term on the terms set forth in the Master Lease.

SECTION 4. *Ratification.* The terms and provisions of the Master Lease are hereby ratified and confirmed and remain in full force and effect. In the event of any conflict between the terms of the Master Lease and the terms of this Memo of Lease, the terms of the Master Lease shall control.

SECTION 5. *GOVERNING LAW.* THE MASTER LEASE AND THIS MEMO OF LEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ILLINOIS (INCLUDING FOR SUCH PURPOSE, 735 ILCS SECTION 105/5-1 ET SEQ, BUT OTHERWISE WITHOUT REGARD TO THE CONFLICT OF LAWS PROVISIONS).

SECTION 6. *Counterpart Execution.* This Memo of Lease may be executed in any number of counterparts and by each of the parties hereto in separate counterparts, all such counterparts together constituting but one and the same instrument.

SECTION 7. *Renewal and Purchase Options.* Lessee has the right to renew the Base Lease Term for one or more terms up to a maximum of four (4) terms of five (5) years each. In addition, Lessee has the right to purchase the Property on any Purchase Date (as defined in the Master Lease).

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SECTION 8. *Limitations on Recourse.* Anything in this Memo of Lease to the contrary notwithstanding, neither the Lessee nor any of its successors or assigns shall have any claim, remedy or right to proceed against the Lessor in its individual capacity or any past, present or future stockholder, subscriber of capital stock, officer, director, incorporator or partner of the Lessor whether by virtue of any statute or rule of law or by enforcement of any penalty or assessment or otherwise or for the payment of any liability resulting from the breach of any representation, agreement or warranty of any nature whatsoever in this Master Lease, from any source other than the Lessor's interest in the Property; and the Lessee by the execution of this Master Lease waives and releases any liability of the Lessor in its individual capacity or any past, present or future stockholder, subscriber of capital stock, officer, director, incorporator or partner of the Lessor for and on account of such liability, agrees to look solely to the Lessor's interest in the Property for the satisfaction of such liability; *provided, however,* that nothing herein contained shall limit, restrict or impair the rights of the Lessee, subject to the limitations hereinabove described, to bring suit and obtain a judgment against the Lessor or to exercise all rights and remedies provided under this Memo of Lease and the Master Lease or otherwise realize upon the Lessor's interest in the Property, other than the pursuit of any claim of personal liability; and *provided, farther,* that the Lessor shall be liable in its individual capacity for (i) its own willful misconduct or gross negligence, (ii) any Tax based on or measured by any income, fees, commission or compensation received by it for acting as the Lessor, and (iii) its representations, warranties and agreements.

SECTION 9. *Memorandum of Master Lease.* This Memo of Lease shall constitute a memorandum, for recording and notice to the public, of the Master Lease, which Master Lease is hereby incorporated herein by this reference and made a part of this instrument as fully and completely as if the same were set forth herein.

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IN WITNESS WHEREOF, the parties hereto have executed and delivered this Memo of Lease as of the date first above written.

LESSOR:

ABN AMRO REAL ESTATE COÖPERATIEVE I U.A.

By: _____
Name: René van Drogen
Title: man. director

By: _____
Name: Doy H. de Jong
Title: man. director

LESSEE:

LASALLE STREET CAPITAL, INC.

By: _____
Name: _____
Title: _____

Property of Cook County Clerk's Office

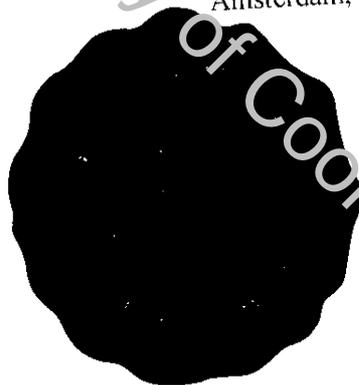
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SEEN FOR LEGALISATION, by me, Christiaan Maria Stokkermans, civil law notary in Amsterdam, the Netherlands, the signatures of Mr René van Doorn, born in Utrecht, the Netherlands, on 6 September 1952, and Mr Robert Henri Ignatius de Jong, born in Amsterdam, the Netherlands, on 20 October 1947.

Mr Van Doorn and Mr De Jong are both managing director of and authorised to represent ABN AMRO Real Estate Coöperatieve I U.A., with official seat in Amsterdam.

Amsterdam, the Netherlands, 5 May 2004.

Property of Cook County Clerk's Office



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IN WITNESS WHEREOF, the parties hereto have executed and delivered this Memo of Lease as of the date first above written.

LESSOR:

ABN AMRO REAL ESTATE COÖPERATIEVE I U.A.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

LESSEE:

LASALLE STREET CAPITAL, INC.

By: _____
Name: THOMAS M. GOLDSTEIN
Title: CHIEF FINANCIAL OFFICER

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STATE OF ILLINOIS)
COUNTY OF COOK)

SS.:

On this 6th day of May, 2004 before me appeared THOMAS M. GOLDSTEIN to me personally known (or satisfactorily proven), who, being by me duly sworn did say that he is the CHIEF FINANCIAL OFFICER of LaSalle Street Capital, Inc., a Delaware corporation, and that said instrument was signed and sealed on behalf of said Delaware corporation by authority of its board of directors (or trustees), and said CHIEF FINANCIAL OFFICER acknowledged said instrument to be the free act and deed of said Delaware corporation.

Sandra McNaughton

Notary Public

Print Name: SANDRA McNAUGHTON

My commission expires: APRIL 25, 2005



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EXHIBIT A-1
Legal Description of the Site

LEGAL DESCRIPTION OF LAND THE SITE

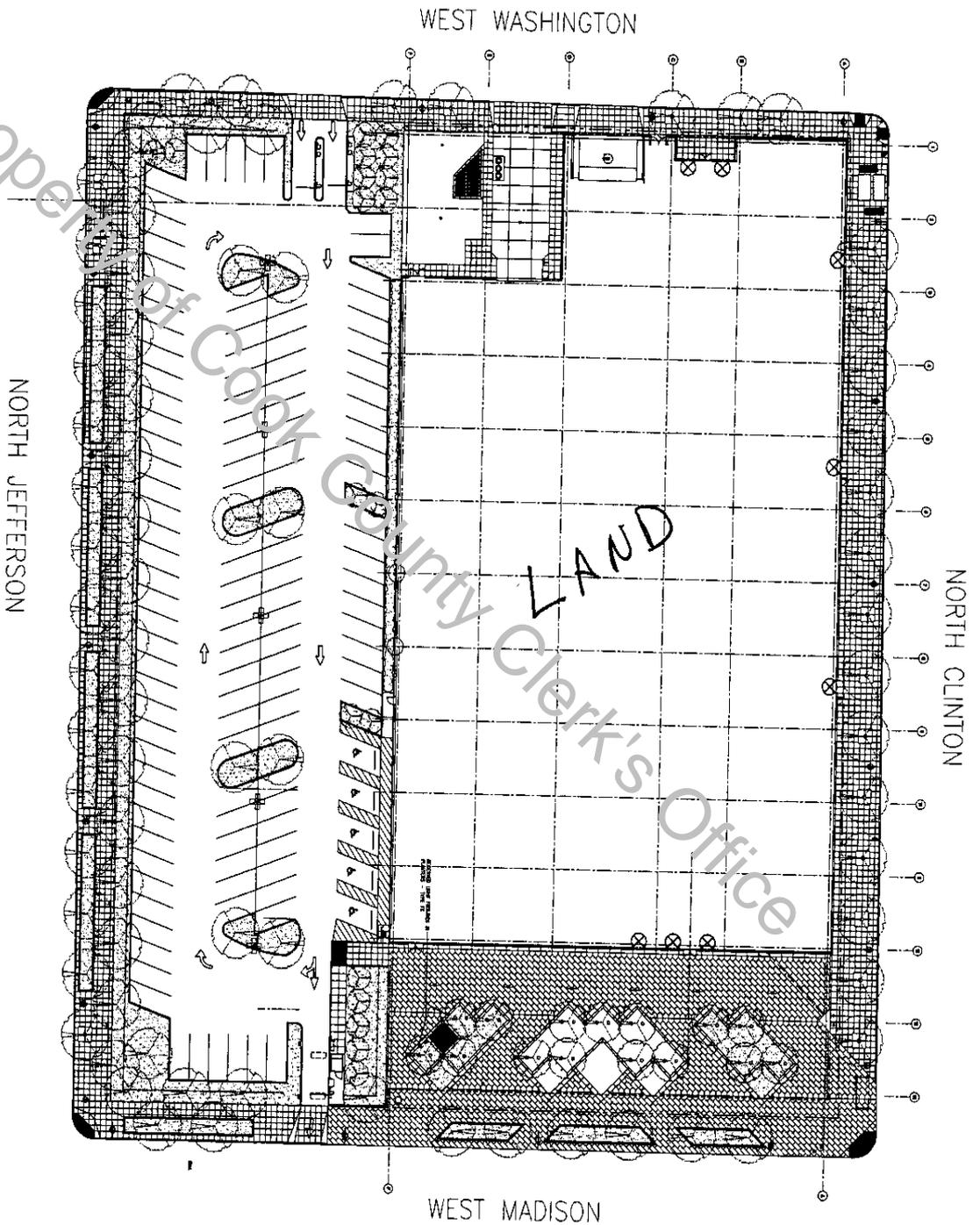
All of the unsubdivided original lots, or parts thereof, and all of the sublots in the subdivisions of the original lots, or parts thereof, together with all the vacated alleys in Block 49 in the original Town of Chicago in Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, excepting therefrom those parts thereof taken and used for West Madison Street, in Cook County, Illinois.

Common address of the Property: 540 West Madison Street, Chicago, Cook County, Illinois 60661

Real estate tax permanent index numbers for the Property: 17-09-341-001 through and including 17-09-341-018 and 17-09-341-022 through and including 17-09-341-024

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LAND



J4 SITE PLAN
 SCALE: 1/16"=1'-0"
 SITE AREA - 128,957 SQ. FT. N

Property of Cook County Clerk's Office

ABN AMRO PLAZA
 Chicago, Illinois

ABN AMRO
 North America, Inc.

ASK-312

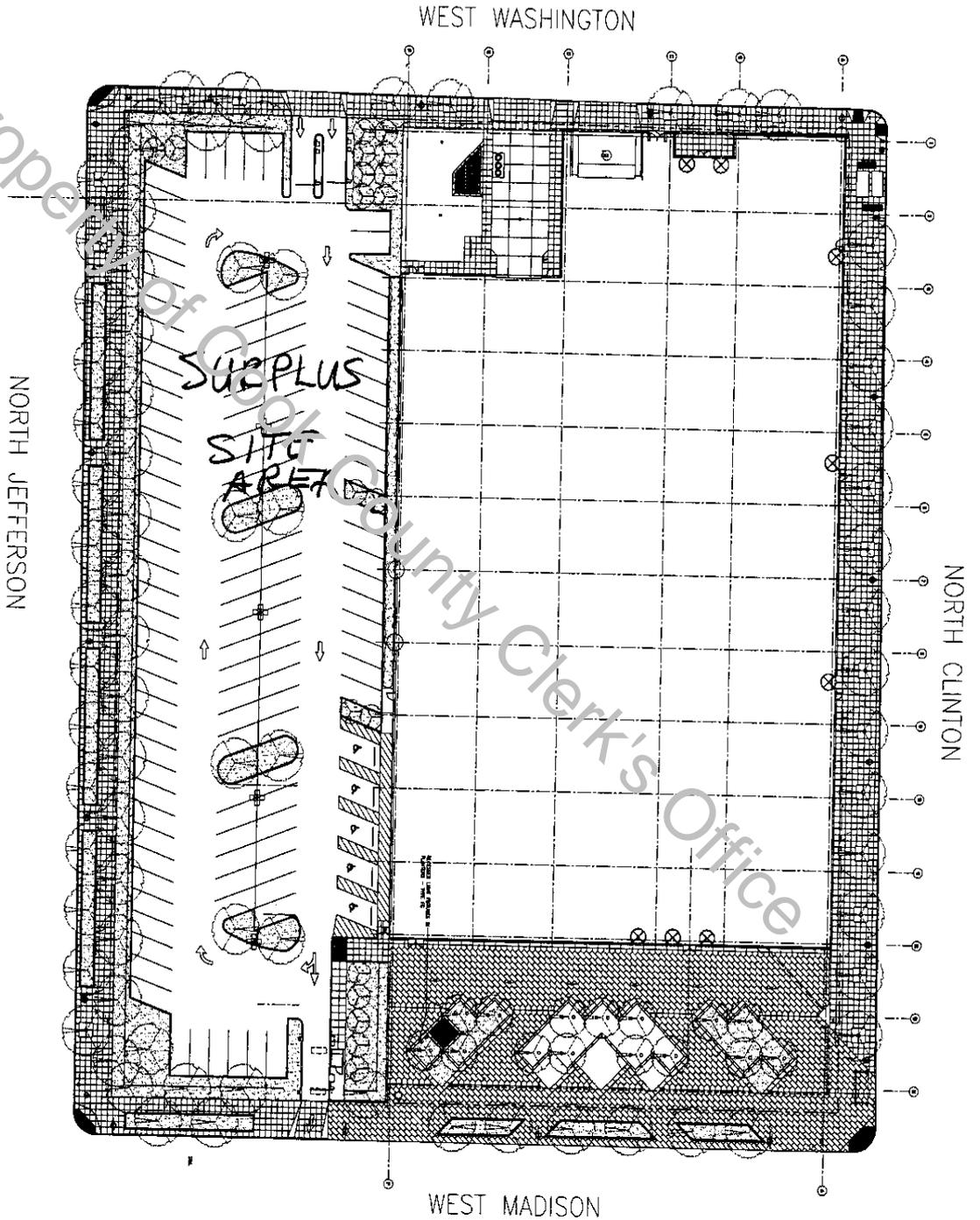
SITE PLAN

Legend

1	EXISTING BUILDING
2	EXISTING PARKING
3	EXISTING DRIVEWAYS
4	EXISTING LANDSCAPE
5	EXISTING UTILITIES
6	EXISTING FENCES
7	EXISTING SIGNAGE
8	EXISTING LIGHTING
9	EXISTING TREES
10	EXISTING PLANTS
11	EXISTING WALKWAYS
12	EXISTING DRIVEWAYS
13	EXISTING UTILITIES
14	EXISTING FENCES
15	EXISTING SIGNAGE
16	EXISTING LIGHTING
17	EXISTING TREES
18	EXISTING PLANTS
19	EXISTING WALKWAYS
20	EXISTING DRIVEWAYS
21	EXISTING UTILITIES
22	EXISTING FENCES
23	EXISTING SIGNAGE
24	EXISTING LIGHTING
25	EXISTING TREES
26	EXISTING PLANTS
27	EXISTING WALKWAYS
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31	EXISTING SIGNAGE
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96	EXISTING LIGHTING
97	EXISTING TREES
98	EXISTING PLANTS
99	EXISTING WALKWAYS
100	EXISTING DRIVEWAYS

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EXHIBIT A-B SURPLUS SITE AREA



J4 SITE PLAN
 J4 SITE AREA - 128,957 SQ. FT. N
 SCALE: 1/8" = 1'-0"

PROPERTY, SURVEY, AND SITE PLAN
 PREPARED BY THE ARCHITECTURAL
 FIRM OF ARCHITECTS AND ENGINEERS
 INCORPORATED, 120 N. LAUREL ST., CHICAGO, ILL.
 60602-1000

NO.	DESCRIPTION	DATE	BY
1	REVISION	11-15-88	...
2	REVISION	11-15-88	...
3	REVISION	11-15-88	...
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49	REVISION	11-15-88	...
50	REVISION	11-15-88	...

ABN-AMRO
 North America, Inc.

ABN AMRO PLAZA
 Chicago, Illinois

Architect: **Architectural Firm of Architects and Engineers, Inc.**
 120 N. Laurel St., Chicago, Ill. 60602-1000
 Telephone: (312) 467-1000
 Fax: (312) 467-1001
 Date: 11/15/88
 Title: **Site Plan**
 Scale: 1/8" = 1'-0"

ASK-312