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Doc#: 0517926119
Eugene "Gene" Moore Fee: \$34.50
Cook County Recorder of Deeds
Date: 06/28/2005 11:34 AM Pg: 1 of 6

MEMORANDUM/NOTICE OF LEASE

Date: June 7, 2005

Notice is hereby given of the following Lease, and this Memorandum/Notice of Lease is made and entered into as of the date hereof by the Parties to Lease as set forth below:

(1) PARTIES TO LEASE:

Landlord: First States Investors 4406, LLC, a Delaware limited liability company, with a mailing address of:
1725 The Fairway
Jenkintown, Pennsylvania 19046

Tenant: Charter One Bank, N.A., a national banking association, with a mailing address of:
c/o Citizens Financial Group, Inc.
480 Jefferson Blvd.
Warwick, Rhode Island 02886

(2) DATE OF EXECUTION: June 7, 2005

(3) TERM: The Lease is for a term of Seven (7) years plus the balance of any days remaining in the calendar month in which the seven year anniversary of the commencement date occurs. The Lease term commences on June 7, 2005, and ends on June 30, 2012.

(4) EXTENSION OPTIONS: Four five-year extension periods, exercisable by notice to Landlord no later than twelve (12) months prior to the expiration of the then term of the Lease.

(5) RIGHT OF FIRST OFFER TO PURCHASE/ RIGHT OF FIRST REFUSAL TO LEASE ADDITIONAL SPACE: Tenant has a right of first offer with respect to any sale of the Property by Landlord, and has a right of first refusal with respect to

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Landlord's proposed leasing of any additional space, other than the Premises, at the Property.

- (6) PROPERTY AND PREMISES DESCRIPTIONS: The premises being leased by Tenant is described in Exhibit A attached hereto (the "Premises"). The Premises is located at the Landlord's property which is described in Exhibit B to this Memorandum/Notice of Lease (the "Property").
- (7) RESTRICTIONS ON ASSIGNMENT OF LEASE: The Tenant may at any time, and from time to time, assign its interest in this Lease, in the Premises, or sublease, or permit the occupancy of, all or any part of the Premises without the Landlord's consent to any successor in interest of the Tenant or to any present or future parent, affiliated or subsidiary corporation or other entity, whether arising pursuant to a sale of stock, sale of assets, merger, consolidation or otherwise or to any entity which does business with Tenant on a regular basis as a licensee in Tenant's branch bank locations (the aforesaid permitted assignees, subtenants and licensees are hereinafter collectively referred to as the "Related Parties"). Except for subleases, licenses and assignments to Related Parties, as permitted above, the Tenant shall not to assign its interest in this Lease or in the Premises or to sublease all or any part of the Premises to any third party without first obtaining the Landlord's written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

This instrument is executed and recorded in order to give third parties notice of the existence of and some of the terms of the Lease, but does not purport to include all of the provisions thereof, and is not intended to vary the terms and conditions thereof. Both the Landlord and Tenant have in their possession a fully executed original of the Lease.

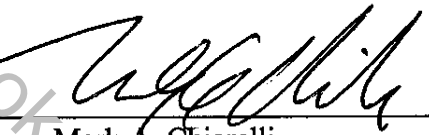
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WITNESS the execution hereof under seal as of the date first above written.

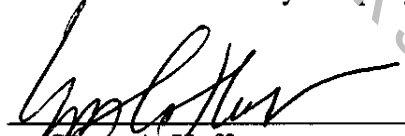
TENANT

CHARTER ONE BANK, N.A.,
a national banking association

By: 
Name: Mark A. Chiarelli
Title: Vice President

LANDLORD

FIRST STATES INVESTORS 4406, LLC,
a Delaware limited liability company

By: 
Name: Sonya A. Huffman
Title: Vice President

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COMMONWEALTH OF MASSACHUSETTS
COUNTY OF SUFFOLK

On this 14th day of June, 2005, before me, the undersigned notary public, personally appeared Mark A. Chiarelli, Vice President of Charter One Bank, N.A., proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness personal knowledge of the undersigned, to be the person whose name is signed on the preceding page, and acknowledged to me that he signed it voluntarily for its stated purpose and was his free act and deed as Vice President of Charter One Bank, N.A.
(official seal)

KATHERINE M. ALBEE
Notary Public
My Commission Expires 5/4/2011

Katherine M. Albee
Notary Public (Print Name): Katherine M. Albee
My Commission Expires: 5/4/2011

COMMONWEALTH OF PENNSYLVANIA §
§
COUNTY OF MONTGOMERY §

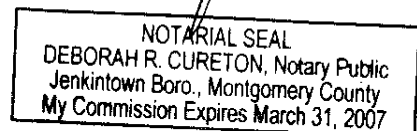
BEFORE ME, the undersigned authority, on this day personally appeared Sonya A. Huffman, Vice President of First States Investors 4406, LLC, a Delaware limited liability company known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation or limited liability company, as applicable.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 31st day of June, 2005.

Deborah R. Cureton
Notary Public in and for the State of Pennsylvania

My Commission Expires:
March 31, 2007

Notary's Printed Name: Deborah R. Cureton



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EXHIBIT A Description of Premises

A portion of the building (the "Building") located on the Property, consisting of approximately 9,026 square feet of the Building, together with the use of the common areas of Building and Property including without limitation: (i) the common elevators, hallways and stairways necessary for access to that portion of the Building containing by the Premises; (ii) the common sidewalks and walkways necessary to access the Building; and (iii) the loading docks, loading bays, and freight elevators located in the Building, if any.

The Premises is further leased together with the right of Tenant, and its employees, agents, visitors and invitees to use the areas dedicated from time to time as the roadways and passageways of the Property for passage by motor vehicle and on foot.

Tenant (for itself and its visitors, invitees, agents and employees) shall also have the exclusive right to use and occupy: (i) the parking area(s) shown on the parking plan ("Parking Plan") as set forth in the Lease; (ii) any drive-up banking facilities that are a part of the Building or are separate from the Building but located on the Property, including but not limited to any "manned" drive-up facilities that may consist of separate structure(s) from the Building; (iii) all areas of the basement of the Building (including but not limited to any restrooms, safe deposit boxes or areas located in the basement), if any, that are not dedicated exclusively to the Building's mechanical systems; and (iv) any other areas of the Building and/or Property that are reserved for the exclusive use of the Tenant as set forth in the Lease, and as described in the plans attached to the Lease.

Tenant shall also have the right to maintain an ATM machine and merchandizing in the common lobby of the Building, and on the exterior ATMs and drive up teller windows on the exterior of the Building and Property, if any.

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EXHIBIT A

COB 4406
131397 T

9200 S. Commercial Ave.
Chicago, IL

LOTS 1 TO 11, LOT 17 AND THE VACATED ALLEY LYING NORTH OF LOT 17 AND SOUTH OF LOTS 7 TO 11 IN BLOCK 83 IN SOUTH CHICAGO, BEING A SUBDIVISION BY THE CALUMET AND CHICAGO CANAL AND DOCK COMPANY OF THE EAST 1/2 OF THE WEST 1/2 AND PARTS OF THE EAST FRACTIONAL 1/2 OF FRACTIONAL SECTION 6, NORTH OF THE INDIAN BOUNDARY LINE AND THAT PART OF FRACTIONAL SECTION 6, SOUTH OF THE INDIAN BOUNDARY LINE, ALL IN TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS

Tax Nos. 26-06-409-001
26-06-409-002
26-06-409-003
26-06-409-004
26-06-409-005
26-06-409-006

Mail tax bills to: First States Investors, 4406
1725 THE FAIRWAY LLC
JENKINTOWN, PA 19046

After recording return to: Attn: Annette Cabredo
First American Title
101 Huntington Avenue
Boston MA 02116