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THIS INSTRUMENT PREPARED
BY AND AFTER RECORDING
RETURN TO:

Theodore I. Yi, Esq.
DLA Piper US LLP
203 North LaSalle Street
Suite 1900
Chicago, Illinois 60601-1293



Doc#: 0630318011 Fee: \$34.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/30/2006 11:37 AM Pg: 1 of 6

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THIS MEMORANDUM OF LEASE (this "Memorandum"), dated as of ^{October} ~~September~~ 6, 2006, is made by and among 77 WEST WACKER DRIVE, L.L.C., a Delaware limited liability company ("Landlord"), and UNITED AIR LINES, INC., a Delaware corporation ("Tenant").

RECITALS:

A. Landlord and Tenant have entered into that certain Lease dated ^{October} ~~September~~ 6, 2006 (the "Lease"), pursuant to which Landlord has agreed to lease to Tenant certain premises located within the building located at 77 West Wacker Drive, Chicago, Illinois (the "Building"), initially comprising approximately 137,044 square feet (the "Premises") upon the terms and conditions set forth in the Lease.

B. Landlord is the holder of fee simple title to the Building and Land (as defined in the Lease), legally described on **Exhibit A** attached hereto and made a part hereof.

C. Landlord and Tenant desire to give public, recorded notice of certain aspects of the Lease in this Memorandum.

NOW, THEREFORE, for and in consideration of the rents reserved and the covenants and conditions set forth in the Lease, Landlord and Tenant do hereby give notice as follows:

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

2. **Grant of Lease.** Pursuant to the Lease, Landlord has demised and leased to Tenant and Tenant has leased from Landlord the Premises upon the terms and conditions set forth in the Lease.

3. **Premises.** Initially, the Premises shall consist of a portion of the 1st floor lobby, a portion of mezzanine level, and the entirety of floors 8 through 14 (there being no floor 13).

4. **Commencement Date.** The Term shall commence on the earlier to occur of March 1, 2007, and the date Tenant substantially completes the Tenant Work and occupies 100% of the Rentable Area of the Premises.

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5. **Expiration Date.** The Term of the Lease shall expire, unless sooner terminated or unless extended or renewed as provided therein, on the date that is the day before the 15th anniversary of the Commencement Date; provided, however, that if said date is not the last day of a calendar month, then the Expiration Date shall be the last day of the calendar month in which the day before the 15th anniversary of the Commencement Date occurs.

6. **Options to Extend.** Landlord has granted Tenant options to extend the Term of the Lease for two (2) consecutive additional terms of five (5) years each, subject to and on such terms and conditions as are set forth in the Lease.

7. **Certain Tenant Rights.** Subject to and on such terms and conditions set forth in the Lease, Landlord has granted Tenant (a) two (2) Expansion Options (as defined in the Lease) each for one floor in the Building contiguous to the Premises as then constituted; (b) a right of first offer to lease all other space which becomes available for leasing on floors 5 through 19, inclusive, in the Building; (c) a Contraction Option (as defined in the Lease); and (d) a Cancellation Option (as defined in the Lease). In addition, Tenant has certain rights in the Lease, all of which are subject to the terms and conditions of the Lease, with respect to (i) storage space in the Building; (ii) the name of the Building and signage on the inside and outside of the Building; (iii) parking; and (iv) the use of the roof and risers. Finally, the Lease includes certain restrictions on entering into leases in the Building with Tenant's competitors identified in the Lease.

8. **Right Recording Purposes Only.** This instrument is executed for recording purposes only and is intended solely to give notice of the interest of Tenant to the Premises and the Building under the Lease. The parties agree that in the event of any conflict between the terms of this Memorandum and terms of the Lease, as it may be amended from time to time, the terms of the Lease shall govern and control.

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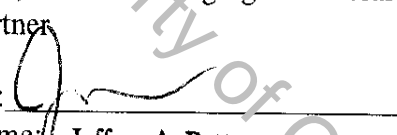
IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum as of the date first written above.

LANDLORD:

77 WEST WACKER DRIVE, L.L.C., a Delaware limited liability company

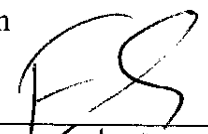
By: Prime Group Realty, L.P., a Delaware limited liability partnership, its Administrative Member

By: Prime Group Realty Trust, a Maryland real estate investment trust, its Managing General Partner

By: 
Name: Jeffrey A. Patterson
Its: President and Chief Executive Officer

TENANT:

UNITED AIR LINES, INC., a Delaware corporation

By: 
Name: Frederick Brace
Its: Executive Vice President + Chief Financial Officer

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STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

On this 6th day of October, 2006, before me, appeared Jeffrey Patterson to me personally known, who being by me duly sworn, did say that s/he is the Pres./CEO of Prime Group Realty Trust, a Maryland real estate investment trust, as Managing General Partner of Prime Realty, L.P., a Delaware limited liability partnership, as Administrative Member of 77 West Wacker Drive, L.L.C., a Delaware limited liability company, and that the said instrument was signed on behalf of said trust by authority of its _____, and said President/CEO acknowledged said instrument to be the free act and deed of said trust.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and year last above written.

Melita Strickland
Notary Public

My Commission Expires: 5-4-09



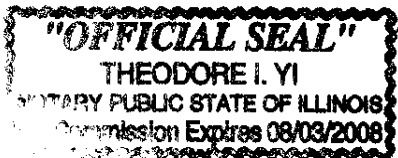
STATE OF ILLINOIS _____)
) ss
COUNTY OF COOK)

On this 19th day of September, 2006, before me, appeared Fredrick Br. Lee to me personally known, who being by me duly sworn, did say that s/he is the VP/FO of United Air Lines, Inc., a Delaware corporation, and that the said instrument was signed on behalf of said corporation by authority of its board of directors, and said VP/FO acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and year last above written.

Theodore I. Yi
Notary Public

My Commission Expires: 8/3/08



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EXHIBIT A

LEGAL DESCRIPTION OF LAND

Parcel 1: Lot 3 (Except the East 20.50 feet thereof) together with the North 1.00 foot of the original 18.00 foot alley lying South of and adjoining the South line of said Lot 3, in Block 17 in the original Town of Chicago in Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois;

and

Lots 1 to 9, both inclusive, in the subdivision of Lot 4 together with the North 1.50 feet of the original 18.00 foot alley lying South of and adjoining the South line of said subdivision of Lot 4, in Block 17 in the original Town of Chicago in Section 9, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

Parcel 2: That part of the West 1/2 of North Garvey Court (said North Garvey Court being the West 1/2 of Lot 2, and the East 20.50 feet of Lot 3, together with the North 1.00 foot of the original 18.00 foot alley lying South of and adjoining the South line of the aforesaid parts of Lots 2 and 3, the South line of said 1.00 foot strip being the North line of West Haddock Place as established by ordinance passed September 17, 1852) lying above an inclined plane having an elevation of +17.26 feet above Chicago City Datum measured along the North line of Block 17, and having an elevation of +21.23 feet above Chicago City Datum measured along the North line of West Haddock Place, all in Block 17, (as vacated by the City of Chicago in an ordinance passed March 21, 1990 and recorded April 11, 1990 as Document 90164868), in the original Town of Chicago, in Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3: Easement created by Document 90164870 and amended by Document 91096330 with respect to that part of the East 1/2 of North Garvey Court (said North Garvey Court being the West 1/2 of Lot 2, and the East 20.50 feet of Lot 3, together with the North 1.00 foot of the original 18.00 foot alley lying South of and adjoining the South line of the aforesaid parts of Lots 2 and 3, the South line of said 1.00 foot strip being the North line of West Haddock Place as established by ordinance passed September 17, 1852); lying above an inclined plane having an elevation of +17.26 feet above Chicago City Datum measured along the North line of said Block 17, and having an elevation of +21.23 feet above Chicago City Datum measured along the North line of West Haddock Place, and lying below an inclined plane having an elevation of +47.26 feet above Chicago City Datum measured along the North line of said Block 17, and having an elevation of +51.23 feet above Chicago City Datum

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measured along the North line of West Haddock Place, all in Block 17, in the original Town of Chicago, in Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

- Parcel 4: That part of West Haddock Place as established by ordinance passed September 17, 1852, together with the South 1.50 feet of the original 18.00 foot alley lying North of and adjoining the North line of Lot 1 in the Assessor's Division of Lot 5 in Block 17; also, the South 1.00 foot of said original 18.00 foot alley lying North of and adjoining the North line of Lot 6 in Block 17, all taken as one tract, lying West of the Southerly extension of the West line of the East 20.50 feet of Lot 3 in said Block 17, and lying East of the West line of Block 17, and its extensions, (as vacated by the City of Chicago in an ordinance passed March 21, 1990 and recorded April 11, 1990 as Document 90164878), in the original Town of Chicago, in Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
- Parcel 5: Easement created by Document 90164870 and amended by Document 91096330 with respect to that part of West Haddock Place as established by ordinance passed September 17, 1852, together with the South 1.00 foot of the original 18.00 foot alley lying North of and adjoining the North line of the West 1/2 of Lot 7 and the North line of the East 20.50 feet of Lot 6, all taken as one tract lying East of the Southerly extension of the West line of the East 20.50 feet of Lot 3, in Block 17, in the original Town of Chicago, lying West of the Southerly extension of East line of the West 1/2 of Lot 2 in said Lot 17, lying above an inclined plane, having an elevation of +21.23 feet above the Chicago City Datum, measured along the North Line of West Haddock Place aforesaid, and having an elevation of +21.72 feet above Chicago City Datum, measured along the south line of the original 18 foot alley aforesaid, and lying below an inclined plane, having an elevation of -71.23 feet above Chicago City Datum, measured along the North line of West Haddock Place aforesaid, and having an elevation of +72.72 feet above Chicago City Datum, measured along the South line of the original 18.00 foot alley aforesaid, all in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.
- Parcel 6: Easement with respect to that part of Garvey Court depicted in Exhibit "B" of the grant of easement recorded as Document 90164870, as amended by Document 91096330.

Tax #'s

17-09-421-006
 17-09-421-007
 17-09-421-008
 17-09-421-012
 17-09-421-013
 17-09-421-014

Address of property
 77 W. Wacker Dr
 Chgo, Ill