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This instrument was prepared by
and upon recording should be returned to:

Patrick G. Moran, Esq.
Sonnenschein Nath & Rosenthal LLP
7800 Sears Tower
Chicago, IL 60606



Doc#: 0718010058 Fee: \$38.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/29/2007 12:18 PM Pg: 1 of 8



3 of 5 - JL
NOID 61461

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE, made as of the 27th day of June, 2007, by and between JBC/155 DEVELOPMENT LLC, a Delaware limited liability company ("Landlord"), and SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP, a Delaware limited liability partnership ("Tenant"):

WITNESSETH:

1. By an Office Lease dated as of March 8, 2007 (the "Lease"), Landlord has agreed to lease to Tenant, and Tenant has agreed to lease from Landlord, certain Premises (as hereinafter described) in the building ("the "Building") to be constructed at 155 North Wacker Drive, Chicago, Illinois on that certain parcel of land legally described on Exhibit A attached hereto and made a part hereof for a term of fifteen (15) years, commencing on July 1, 2009, subject to adjustment pursuant to the Lease, upon the terms, provisions, covenants and conditions set forth in the Lease. As of the date hereof, Tenant leases approximately 164,806 square feet of rentable area as determined in accordance with the Lease (the "Premises") consisting of the entire rentable area of six (6) full floors, currently numbered as the 28th floor and the 30th floor through 34th floor, all as more fully described in and determined in accordance with the Lease.

2. Under the terms of the Lease, Landlord has granted to Tenant certain rights and options, all of which are subject to terms and conditions set forth in the Lease, which rights and options include, without limitation: (i) options exercisable prior to the commencement date of the Lease to increase the size of the Premises by up to one (1) floor; (ii) three (3) options available during the term of the Lease to expand the Premises by up to one full floor per exercise; (iii) rights of first offer with respect to the floors which are (subject to the expansion option described in clause (ii)) subject to the exercise of certain permitted superior rights, all as described in the Lease; (iv) options to extend the term of the Lease for two consecutive five (5) year periods; and (v) an option to terminate the Lease after ten (10) years of the term.

3. This Memorandum of Lease is being executed and recorded in order to give notice of the existence of the Lease and the rights and options described above.

4. The Lease is the full agreement between the parties. The provisions of this Memorandum of Lease are subject in all respects to the provisions of the Lease, to which reference must be made in connection with any matters affecting this Memorandum of Lease or any part of the property affected by the Lease. All of the terms and conditions of the Lease are

Near North National Title
222 N. LaSalle
Chicago, IL 60601

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incorporated herein by reference to the same extent as if set forth herein at length. In the event of any conflict between the provisions of this Memorandum of Lease and the provisions of the Lease, the provisions of the Lease shall control, it being the intent of the parties that this Memorandum of Lease shall not alter or vary the terms of the agreement between the parties as set out in the Lease.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Lease to be executed on the date first above written.

TENANT:

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP, a Delaware limited liability partnership

By: Marian P. Wexler
Name: Marian P. Wexler
Title: Partner

LANDLORD:

JBC/155 DEVELOPMENT LLC, a Delaware limited liability company

By: JBC/155 HOLDINGS LLC, a Delaware limited liability company, its managing member

By: JBC Funds Randolph Street LLC, a Delaware limited liability company, its managing member

By: JBC Opportunity Fund II, L.P., a Delaware limited partnership, a managing member

By: Buck Investors II, L.L.C., a Delaware limited liability company, its general partner

By: _____
Name:
Title:

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incorporated herein by reference to the same extent as if set forth herein at length. In the event of any conflict between the provisions of this Memorandum of Lease and the provisions of the Lease, the provisions of the Lease shall control, it being the intent of the parties that this Memorandum of Lease shall not alter or vary the terms of the agreement between the parties as set out in the Lease.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Lease to be executed on the date first above written.

TENANT:

SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP,
a Delaware limited liability partnership

By: _____
Name: _____
Title: Partner

LANDLORD:

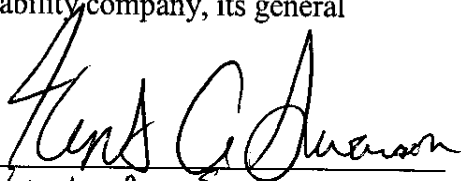
JBC/155 DEVELOPMENT LLC,
a Delaware limited liability company

By: JBC/155 HOLDINGS LLC, a Delaware
limited liability company, its managing
member

By: JBC Funds Randolph Street LLC, a
Delaware limited liability company, its
managing member

By: JBC Opportunity Fund II, L.P., a
Delaware limited partnership, a managing
member

By: Buck Investors II, L.L.C., a Delaware
limited liability company, its general
partner

By: 
Name: Kent A. Swanson
Title: Authorized Signatory

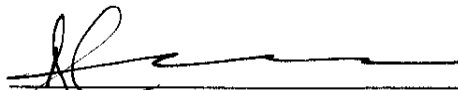
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ACKNOWLEDGEMENT FOR TENANT

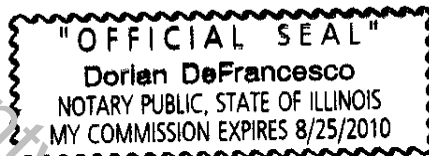
STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Marian P. Wexler, a partner of SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP, a Delaware limited liability partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such partner, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act, and as the free and voluntary act of said limited liability partnership, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 1st day of June, 2007.



 Notary Public
 My Commission Expires:



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ACKNOWLEDGEMENT FOR LANDLORD

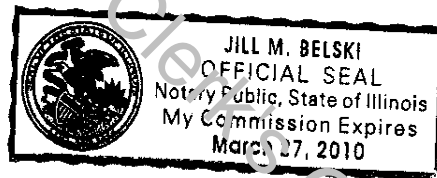
STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

I HEREBY CERTIFY, that on this 25 day of June, 2007, before me, the undersigned Notary Public of said State, that Kent A. Swanson as Authorized Signatory of Buck Investors II, L.L.C., a Delaware limited liability company, as the general partner of JBC Opportunity Fund II, L.P., a Delaware limited partnership, as a managing member of JBC Funds Randolph Street LLC, a Delaware limited liability company, as the managing member of JBC/155 Holdings LLC, a Delaware limited liability company, as the managing member of JBC/155 Development LLC, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Kent A. Swanson, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act, and as the free and voluntary act of said limited liability company and such other entities, for the uses and purposes therein set forth.

WITNESS my hand and Notarial Seal.

Jill M. Belski

Notary Public
 My Commission Expires:



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EXHIBIT A

LEGAL DESCRIPTION OF LAND

Description of 155 North Wacker Land

PARCEL 1:

THE NORTH ½ OF LOTS 5 AND 6 IN BLOCK 31 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

SUBLOT 1 IN THE ASSESSOR'S SUBDIVISION OF SOUTH ½ OF LOTS 5 AND 6 IN BLOCK 31 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

SUBLOTS 2 AND 3 IN THE PARTITION OF SOUTH ½ OF LOTS 5 AND 6 IN BLOCK 31 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBERS: 17-09-429-001-0000; 17-09-429-002-0000; 17-09-429-003-0000
17-09-429-004-0000

COMMON ADDRESS: 155 NORTH WACKER DRIVE

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Description of 318 West Randolph Land

PARCEL 1:

LOTS 4 AND 5 IN CIRCUIT COURT PARTITION OF THE SOUTH ½ OF LOTS 5 AND 6 IN BLOCK 31 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE NORTH-SOUTH AND EAST-WEST 10 FOOT VACATED ALLEY RUNNING NORTH FROM WEST RANDOLPH STREET IN THE BLOCK BOUNDED BY WEST COUCH PLACE, WEST RANDOLPH STREET, NORTH WACKER DRIVE AND NORTH FRANKLIN STREET LYING WEST OF LOT 7 IN BLOCK 31 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBERS: 17-09-429-015-0000; 17-09-429-016-0000

COMMON ADDRESS: 318 WEST RANDOLPH STREET, CHICAGO, ILLINOIS 60606

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Legal Description of 312 West Randolph Land

PARCEL 1:

THE WEST $\frac{3}{4}$ OF LOT 7 IN BLOCK 31 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

PERMANENT INDEX NUMBER: 17-09-429-006-0000

COMMON ADDRESS: 312 WEST RANDOLPH STREET, CHICAGO, ILLINOIS

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