

# UNOFFICIAL COPY



Doc#: 0902819032 Fee: \$58.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/28/2009 01:37 PM Pg: 1 of 12

Document Prepared By and  
After Recording Mail to:

Michael Owendoff, Esq.  
Jones Day  
North Point  
901 Lakeside Ave  
Cleveland, OH 44111

## MEMORANDUM OF LEASE

This Memorandum of Lease (the "Memorandum") is made and entered into as of the 1<sup>st</sup> day of October, 2008, by and between 126 W. Kinzie PW, LLC, an Illinois limited liability company ("Landlord") and National City Bank, a national banking association ("Tenant").

## WITNESSETH

WHEREAS, Landlord and Tenant entered into that certain Lease ("Agreement"), dated as of October 1, 2008 (the "Lease Date") for approximately 3,800 square feet of space located on the ground floor of the building located at 401 North LaSalle, Chicago, Illinois, as depicted on the site plan attached hereto as Exhibit A, together with all improvements, easements, rights, privileges and appurtenances relating to, or benefiting, such premises (collectively, the "Premises"). The Premises is part of Landlord's mixed-use building and the surrounding land and grounds, more particularly described on Exhibit B, attached hereto (collectively, the "Property").

WHEREAS, pursuant to the terms of the Agreement, Tenant leases the Premises from Landlord and Landlord hereby demises to Tenant the premises described herein.

WHEREAS, the parties desire to execute and deliver this Memorandum of Lease.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto represent as follows:

A. **Description of Property.** The provisions of the Agreement cover certain portions of the Property.

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B. **Provisions of Agreement.** Pursuant to and subject to the provisions of the Agreement, Landlord has leased to Tenant the Premises.

C. **Term of the Agreement.** Tenant's rights to the Premises shall expire pursuant to the terms of the Agreement, and the term of the Agreement shall expire on 12/31, 2018. Tenant shall have two (2) options to extend the term of the Agreement for consecutive periods of five (5) additional years.

D. **Exclusive Use.** As of the Lease Date and for as long as Tenant, any of its affiliates, subsidiaries, parent, successors, assigns or any party controlled, controlled by or under common control with Tenant (collectively, "Tenant Related Parties") leases or occupies the Premises and uses the Premises as a Bank Use as defined in the Lease, whether pursuant to a lease or as a fee owner, neither the Landlord nor any person or entity acting under a lease, license or other agreement with Landlord nor a successor to Landlord in fee ownership shall operate in the Property any type of bank branching facility including "grocery in-store" type banking facility (with or without drive-through services), a savings and loan association, credit union, ATM operation (including without limitation any ATM within a convenience or other retail store), mortgage brokerage or lending business, except any portion leased, owned or otherwise occupied by Tenant or Tenant Related Parties. The foregoing restriction shall apply to the Property as currently configured and to any future additions to the Property and to any subsequent building or other structures erected as a part thereof, which restriction shall run with the land and be binding on Landlord and Landlord's tenants and subtenants as well as its successors and assigns.

E. **Restricted Uses.** Landlord agrees for as long as Tenant, any of its affiliates, assignees, or its successors leases or occupies the Premises, no part of the Property (including any existing or future space or buildings) shall be used for any of the following purposes (collectively, the "Restricted Uses"):

- a. Adult Entertainment - adult book store, video store, night club, tattoo or massage parlor, or any other establishment which provides live adult entertainment or which sells, rents or exhibits pornographic or obscene materials or drug-related paraphernalia.
- b. Bar – bar, tavern, cocktail lounge or any establishment where beer, wine or liquor is served for on-premises consumption.
- c. Liquor Store – liquor store or any other establishment where beer, wine or liquor is sold for off-premises consumption.
- d. Pawn Shop / "Second Hand" Store – pawn shop, "second hand," "surplus," "salvage," "odd lot," or "closeout/liquidation" store (including retailers such as "Big Lots," "Amazing Savings," and "Goodwill/Salvation Army"), flea market or auction house.
- e. Pinball/Video Game – pinball, video game room (except ancillary to a restaurant or video rental establishment similar to Blockbuster Video) or any form of entertainment arcade.

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- f. Health Club – sports, health, fitness, exercise, spa, yoga or dance facility,
- g. Vehicle Facility or Gas Station – gas station, car wash or an automobile, truck, trailer, RV or other vehicle sales, leasing display, service repair or storage facilities.
- h. Storage or Industrial - any operation primarily used as a storage warehouse operation and any assembling, manufacturing, distilling, refining, smelting, agricultural or mining operation, or any industrial use.
- i. Dry Cleaning – a laundromat or any central laundry that performs on-site dry cleaning. Notwithstanding the foregoing, a dry cleaning “pick-up/drop-off” facility of less than 2,500 square feet with no on-site cleaning of any form shall be permitted to operate at the Property.
- j. Miscellaneous – a “pay day check cashing loan business,” a theater, cinema or live performance theater, circus, carnival, funeral parlor, mortuary, bowling alley, skating rink, unemployment office, a firearm shooting range or any other use which creates excessive noise, a bingo parlor, casino, off track or sports betting facility or any gambling or betting establishments (except that the sale of state lottery tickets is not prohibited or restricted).
- k. Any use or business open other than normal working hours or open twenty-four hours per day.
- l. Any business that causes unusual or excessive noise.
- m. Restaurant or any type of food service.

F. **Notices.** All notices, demands, and requests and other communications required or permitted hereunder shall be in writing, and shall be deemed to be delivered, whether actually received or not, (i) the second business day after being deposited with a national overnight courier; (ii) the same day if personal delivery; or (iii) the same day if delivered by confirmed facsimile transmission by 5:00 p.m. Eastern Time, if addressed to the following addresses:

**If to the Landlord:**                    126 W. Kinzie PW, LLC  
     c/o P&W Partners  
     126 West Kinzie Street  
     3<sup>rd</sup> Floor  
     Chicago, IL 60654  
     Fax: (312) 329-1283

**With Copy to:**                            Kevin A. Sterling, Esq.  
     The Sterling Law Office LLC  
     101 West Grand Avenue  
     Suite 200  
     Chicago, IL 60654

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Fax: (312) 962-8817

**If to Tenant:**

National City Bank  
c/o Jones Lang LaSalle Americas, Inc.  
525 William Penn Way, 20th Floor  
Pittsburgh, PA 15259  
Fax: 412-236-4826

**With Copy to:**


National City Bank  
Attn: Gary Lambach, CRES Finance  
Locator 01-2154  
1900 E. Ninth Street  
Cleveland, OH 44114  
Fax: 216-222-0048

- G. **Severability.** If any Section, subsection, term or provision of this Memorandum or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the Section, subsection, term or provision of this Memorandum or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby; and each remaining Section, subsection, term or provision of this Memorandum shall be valid and enforceable to the fullest extent permitted by law.
- H. **Terms.** Unless the context clearly requires otherwise, the singular includes the plural, and vice versa, and the masculine, feminine and neuter adjectives and pronouns include one another.
- I. **Captions.** The captions of Sections are for convenient reference only and shall not be deemed to limit, construe, affect, modify or alter the meaning of such Sections.
- J. **Applicable Law.** This Memorandum shall be governed in all respects by the laws of the State of Illinois.
- K. **Counterparts.** This Memorandum may be executed in any number of duplicate originals and each such duplicate original shall be deemed to constitute one and the same Memorandum.
- L. **Purpose.** The purpose of this instrument is to evidence of record the Agreement. Third parties are hereby put on notice of the interests of Tenant with respect to the Property, the terms and conditions of which are more specifically set forth in the Agreement.
- L. **Termination.** In the event of a termination default under the Lease which is not cured by Tenant after notice and within applicable grace period, and if Landlord exercises its rights under the Lease to terminate the Lease, Landlord may execute an affidavit to such effect and have the same recorded with the proper recording officer and upon such recording this Memorandum of Lease shall be of no further force or effect and shall no longer be deemed an encumbrance to title of this Premises.

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[The balance of the page is intentionally left blank. Signature page follows.]

Property of Cook County Clerk's Office



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IN WITNESS WHEREOF, Landlord and Tenant have caused this Memorandum of Lease to be executed and delivered as of the day and year first above written.

**LANDLORD:**

**TENANT:**

**126 W. KINZIE PW, LLC**

**NATIONAL CITY BANK**

By: *Michael J. Faron*  
Name: **MICHAEL J. FARON**  
Title: **MANAGER**

By: \_\_\_\_\_  
Name: **Alex G. Sciulli, PE**  
Title: **Executive Vice President, Corporate Real Estate Services**

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, Landlord and Tenant have caused this Memorandum of Lease to be executed and delivered as of the day and year first above written.

**LANDLORD:**

**TENANT:**

**126 W. KINZIE PW, LLC**

**NATIONAL CITY BANK**

By: \_\_\_\_\_  
Name:  
Title:

By: *Alex G. Sculli*  
Name: Alex G. Sculli, PE  
Title: Executive Vice President, Corporate Real Estate Services

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LANDLORD'S NOTARY BLOCK:

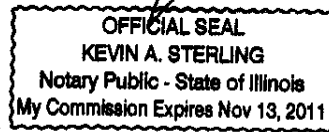
STATE OF IL )  
 ) SS  
COUNTY OF COOK )

On October 1, 2008 before me, the undersigned a notary public personally appeared Michael J. Feron, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Notary Public  
[SEAL]

Notary Expiration Date:



TENANT'S NOTARY BLOCK:

STATE OF OHIO )  
 ) SS  
COUNTY OF CUYAHOGA )

On \_\_\_\_\_, 2008 before me, the undersigned a notary public personally appeared Alex G. Sciulli, the Executive Vice President, Corporate Real Estate Services of National City Bank, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
[SEAL]

Notary Expiration Date:



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LANDLORD'S NOTARY BLOCK:

STATE OF \_\_\_\_\_ )  
 ) SS  
 COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2008 before me, the undersigned a notary public personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Expiration Date:

\_\_\_\_\_  
 Notary Public  
 [SEAL]

TENANT'S NOTARY BLOCK:

STATE OF OHIO \_\_\_\_\_ )  
 ) SS  
 COUNTY OF CUYAHOGA \_\_\_\_\_ )

On September 30, 2008 before me, the undersigned a notary public personally appeared Alex G. Sciulli, the Executive Vice President, Corporate Real Estate Services of National City Bank, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Expiration Date:

\_\_\_\_\_  
 Notary Public  
 [SEAL]

*Cheryl A. Harden*



**Cheryl A. Harden**  
 Notary Public, State of Ohio  
 My comm. expires July 21, 2013

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## EXHIBIT A TO THE MEMORANDUM OF LEASE

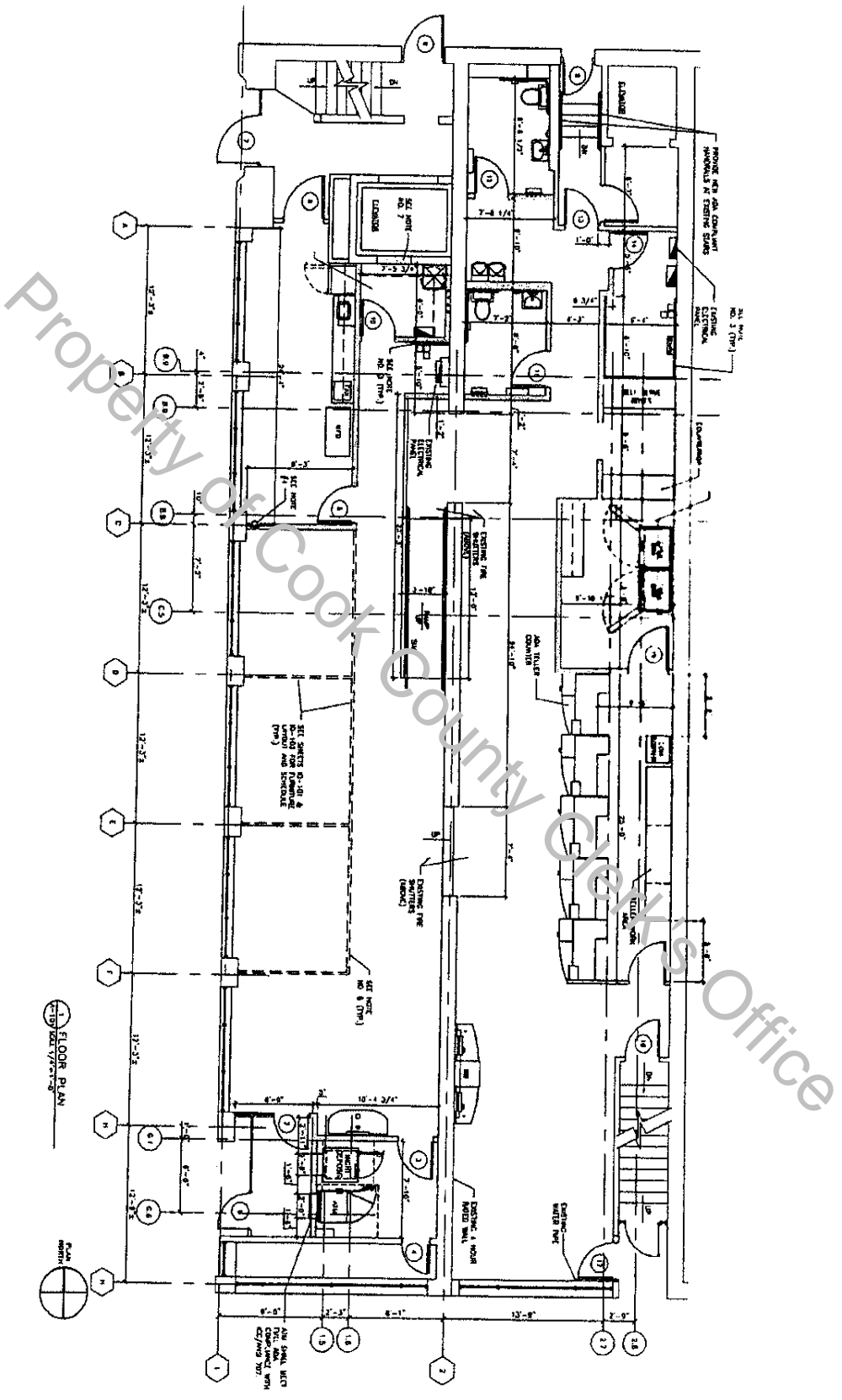
Site Plan Depicting the Premises

See attached.

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## EXHIBIT B TO THE MEMORANDUM OF LEASE

### LEGAL DESCRIPTION

PARCEL 1:

LOT 8 (EXCEPT THAT PART LYING BETWEEN THE EAST LINE OF NORTH LASALLE STREET AND A LINE 20 FEET EAST OF AND PARALLEL WITH SAID EAST LINE OF THE SAID NORTH LASALLE STREET IN BLOCK 3 IN WOLCOTT'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE WEST 1/2 OF LOT 7 IN BLOCK 3 IN WOLCOTT'S ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 126-128 West Kinzie Street, Chicago, Illinois 60654

PIN: 17-09-260-011-0000; 17-09-260-012-0000

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