

UNOFFICIAL COPY

MEMORANDUM OF LEASE

WHEN RECORDED MAIL TO:

PNC Bank, National Association
PNC Realty Services
Two PNC Plaza – 19th Floor
620 Liberty Avenue
Pittsburgh, PA 15222
Attn: Leasing Manager



Doc#: 1024231037 Fee: \$50.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/30/2010 11:27 AM Pg: 1 of 8

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MEMORANDUM OF LEASE

MADE as of the 24th day of August, 2010.

BY AND BETWEEN

NMC GROVE MELROSE, LLC, a California limited liability company, **NMC MELROSE PARK, LLC**, a Delaware limited liability company, **MELROSE PARK EQUITY, LLC**, a Delaware limited liability company, **MELROSE PARK INVESTMENTS, LP**, a California limited partnership, and **MELROSE PARK ASSOCIATES, LLC**, a Delaware limited liability company (hereinafter collectively designated as "Landlord"), having an address at c/o NewMark Merrill Companies, 5850 Canoga Ave., Suite 650, Woodland Hills, CA 91367.

AND

PNC BANK, NATIONAL ASSOCIATION (hereinafter called "Tenant"), a national banking association, having its principal office in Pittsburgh, Allegheny County, Pennsylvania.

WITNESSETH:

WHEREAS, as of the date hereof, Landlord and Tenant entered into a certain Lease (hereinafter called the "Lease"); and

WHEREAS, Landlord and Tenant are desirous of entering into this Memorandum of Lease as evidence of the Lease for purposes of recording in the County in which the Property (hereafter defined) is located.

NOW, THEREFORE, intending to be legally bound, Landlord and Tenant hereby set forth the following information with respect to the Lease:

1. The name of the Landlord is NMC GROVE MELROSE, LLC, NMC MELROSE PARK, LLC, MELROSE PARK EQUITY, LLC, MELROSE PARK INVESTMENTS, LP, and MELROSE PARK ASSOCIATES, LLC.

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2. The name of the Tenant is PNC BANK, NATIONAL ASSOCIATION, a national banking association.
3. The addresses set forth in the Lease as addresses of the parties are:

LANDLORD: NMC Melrose Park, LLC
 c/o NewMark Merrill Companies
 5850 Canoga Ave., Suite 650
 Woodland Hills, CA 91367

TENANT: PNC Bank, National Association
 c/o PNC Realty Services
 Two PNC Plaza – 19th Floor
 620 Liberty Avenue
 Pittsburgh, PA 15222
 Attn: Leasing Manager

4. The Lease is dated as of August 24, 2010.
5. The legal description of the "Premises" leased by Tenant as set forth in the Lease is as set forth on Exhibit A attached hereto and made a part hereof (the "Premises"). The Premises is located in a Shopping Center known as Winston Plaza (the "Shopping Center"). A legal description of the Shopping Center is also set forth on Exhibit A hereto.
6. The date of the commencement of the term of the Lease is ninety (90) days following the "Delivery Date" as defined in the Lease (the "Commencement Date").
7. The term of the Lease expires on the last day of the month in which the twentieth (20th) year anniversary of the Commencement Date occurs and is subject to the exercise by Tenant of four (4) additional "Renewal Terms" of five (5) years each.
8. Except as otherwise expressly provided below, and provided Tenant is not in default under the Lease beyond any applicable notice and cure periods, Landlord shall not, except for Tenant, use or permit any portion of any Outlot (as hereafter defined) now or hereafter located within the Shopping Center and owned or controlled by Landlord or any affiliate of Landlord, for the purpose of conducting the business of a banking and financial services institution or the operation of an automated teller machine which may be accessed from the exterior of a building (collectively, "Tenant's Exclusive Uses"), without the prior written consent of Tenant, which consent may be withheld in Tenant's sole discretion. Tenant's Exclusive Uses shall not apply to (i) any ATM machines which may be accessed from the interior of any building; and (ii) any tenant or other occupant of the Shopping Center whose lease was signed prior to the Effective Date and who has the right to operate for any of Tenant's Exclusive Uses. The current Outlots at the Shopping Center are shown on Exhibit B hereto. As used herein, an Outlot is defined as those outlots labeled as such and shown on Exhibit B hereto, as well as any newly-created tenant spaces at the Shopping Center which are stand-alone, single-tenant lots that are not in-line. Tenant's Exclusive Uses shall expire and shall be of no further force or effect if Tenant fails to operate its business at the Premises for a period of nine (9) consecutive months or longer, excluding periods of Permitted Closures as defined in the Lease.

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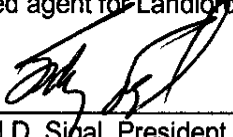
9. This Memorandum of Lease is not intended to amend the Lease. In the event of a conflict between this Memorandum of Lease and the Lease, the Lease shall control. Capitalized terms used herein and not otherwise defined shall be defined as set forth in the Lease.

WITNESS the due execution hereof as of the 24th day of August, 2010.

LANDLORD:

NMC Grove Melrose, LLC, a California limited liability company,
NMC Melrose Park, LLC, a Delaware limited liability company,
Melrose Park Equity, LLC, a Delaware limited liability company,
Melrose Park Investments, LP, a California limited partnership, and
Melrose Park Associates, LLC, a Delaware limited liability company

By: NewMark Merrill Companies, LLC
a California limited liability company,
as authorized agent for Landlord

By: 
Sanford D. Sigal, President and Chief Executive Officer

TENANT:

PNC Bank, National Association, a national banking association

By: 
Dennis W. Hartman, Vice President

Property of Cook County Clerk's Office

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EXHIBIT A to Memorandum of Lease

Legal Description of Shopping Center and Premises

LEGAL DESCRIPTION OF SHOPPING CENTER

A PARCEL OF LAND IN THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 94.82 FEET SOUTH OF THE NORTH LINE OF AFORESAID SECTION 3 AND 33.0 FEET WEST OF THE EAST LINE OF AFORESAID SECTION 3, BEING THE INTERSECTION OF THE WEST LINE OF 9TH AVENUE AND THE SOUTH LINE OF NORTH AVENUE; THENCE NORTH 89 DEGREES 42 MINUTES 10 SECONDS WEST IN THE SOUTH LINE OF AFORESAID NORTH AVENUE, TO A POINT 95.68 FEET SOUTH OF AFORESAID NORTH LINE OF SECTION 3, A DISTANCE OF 1628.12 FEET, TO A POINT IN THE EAST LINE OF 14TH AVENUE AS SHOWN IN THE PLAT OF SUBDIVISION OF WINSTON PARK UNIT NUMBER 1 RECORDED JULY 6, 1955 AS DOCUMENT 16291419 IN PLAT BOOK 448 ON PAGES 22 AND 23; THENCE SOUTH 0 DEGREES 30 MINUTES WEST IN THE EAST LINE OF AFORESAID 14TH AVENUE A DISTANCE OF 855.28 FEET TO THE NORTHWEST CORNER OF LOT 1 IN AFORESAID WINSTON PARK UNIT NUMBER 1; THENCE SOUTHEASTERLY IN A NORTHERLY LINE OF AFORESAID WINSTON PARK UNIT NUMBER 1, BEING A CURVED LINE, CONVEX SOUTHWESTERLY, HAVING A RADIUS OF 1130.0 FEET, AN ARC DISTANCE OF 528.87 FEET TO A POINT OF TANGENCY WITH A LINE PARALLEL TO AND 1643.0 FEET NORTH OF THE SOUTH LINE OF THE AFORESAID NORTHEAST 1/4, AND BEING THE NORTH LINE OF AFORESAID WINSTON PARK UNIT NUMBER 1; THENCE EAST IN AFORESAID NORTH LINE OF UNIT NUMBER 1 A DISTANCE OF 700.01 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY IN A NORTHEASTERLY CURVED LINE OF AFORESAID UNIT NUMBER 1, CONVEX NORTHEASTERLY HAVING A RADIUS OF 520.0 FEET, AN ARC DISTANCE OF 493.51 FEET, TO THE NORTHEASTERLY CORNER OF LOT 26 IN AFORESAID WINSTON PARK UNIT NUMBER 1; THENCE NORTH 0 DEGREES 09 MINUTES EAST IN THE WEST LINE OF AFORESAID 9TH AVENUE A DISTANCE OF 1185.44 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

LEGAL DESCRIPTION OF PREMISES

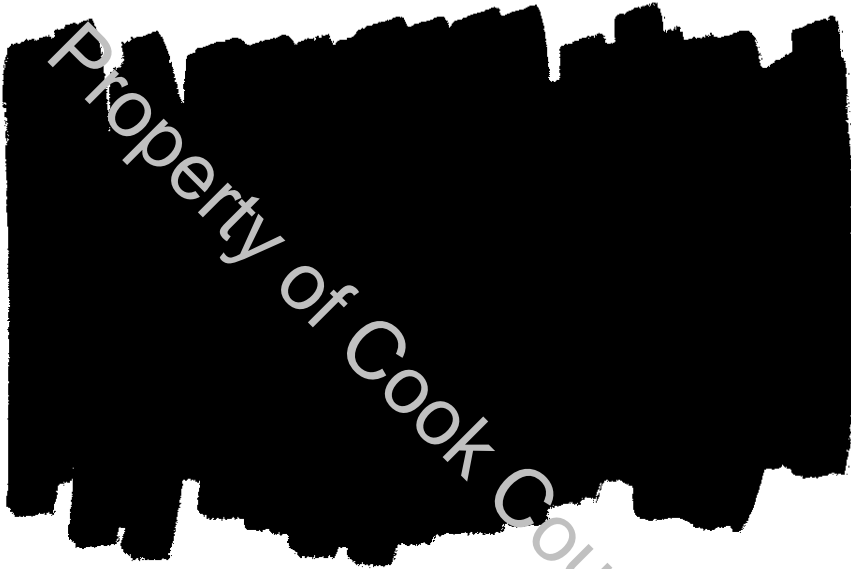
THAT PART OF A PARCEL OF LAND KNOWN AS "WINSTON PARK SHOPPING CENTER" IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 12, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 94.82 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 3 AND 33 FEET WEST OF THE EAST LINE OF SECTION 3; THENCE WESTERLY ON A LINE (THE TERMINUS OF WHICH IS 95.68 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 3, AND 1628.12 FEET WEST OF THE POINT OF COMMENCEMENT) 727.64 FEET; THENCE SOUTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 28.00 FEET TO THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED; THENCE CONTINUING SOUTHERLY ALONG THE LAST DESCRIBED LINE 200.00 FEET; THENCE WESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 165.00 FEET; THENCE NORTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 200.00 FEET; THENCE EASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 165.00 FEET TO THE POINT OF BEGINNING, ALL IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 1 WINSTON PLAZA, MELROSE PARK, IL 60160
PIN: 15-03-211-004-0000

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EXHIBIT B
to Memorandum of Lease

Site Plan Showing Outlots



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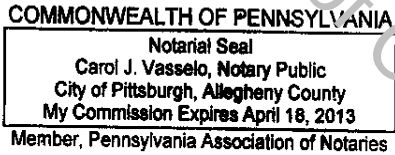
COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF ALLEGHENY) SS:

On this 17th day of August, 2010, before me, a Notary Public, the undersigned officer, personally appeared Mr. Hartman who acknowledged himself to be the Vice President of PNC Bank, National Association, a national banking association and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said national banking association by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal the day and year first above written.

Carol J. Vasselo
Notary Public

My Commission Expires:



STATE OF _____)
)
COUNTY OF _____) SS:

On this ____ day of _____, 2010, before me, a Notary Public, the undersigned officer, personally appeared _____, who acknowledged _____ self to be the persons who executed the foregoing instrument and who, being duly sworn, did say that they are the owners and have the authority to do so, and acknowledged to me that they executed the same for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my hand and official seal the day and year first above written.

Notary Public

My Commission Expires:

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State of California)
) ss.
County of Los Angeles)

On August 24, 2010, before me, Linda E. Allen, a Notary Public, personally appeared Sanford D. Sigal, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Linda E. Allen (Seal)
Notary Public
My Commission Expires: May 10, 2013

