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Doc#: 1102456027 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/24/2011 12:53 PM Pg: 1 of 7

Memorandum of Lease

WHEN RECORDED MAIL TO:

Michael Z. Margolies, Esq
4709 West Golf Road
Suite 475
Skokie, IL 60076

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MEMORANDUM OF LEASE

MADE as of the 23rd day of July, 2010

BY AND BETWEEN

One Superior Owner, LLC (hereinafter called "Landlord"), a Delaware limited liability company, having an address in Chicago, Illinois.

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.

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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 ONE SUPERIOR OWNER LLC, a Delaware limited liability company.
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: ONE SUPERIOR OWNER LLC
 c/o Brookfield Real Estate Financial Partners LLC
 Three World Financial Center
 200 Vesey Street, 11th Floor
 New York, NY 10281-1021
 Attn: Senior Vice President

ONE SUPERIOR OWNER LLC
 One Superior Place
 1 W. Superior Street
 Chicago, Illinois 60654
 Attn: Property Manager

TENANT: PNC BANK NATIONAL ASSOCIATION
 c/o PNC Realty Services
 Two PNC Plaza - 9th Floor
 620 Liberty Avenue
 Pittsburgh, PA 15222
 Attn: Leasing Manager

Michael G. Balent, Esq.
 Chief Counsel
 PNC Realty Services - Legal Dept.
 PNC Bank, N.A.
 1600 Market Street - 28th Floor
 Philadelphia, PA 19103

4. The Lease is dated as of July 23, 2010.
5. The depiction of the demised premises as set forth in the Lease is as set forth on Exhibit A attached hereto and made a part hereof (the "Premises"). The Premises are located on property ground leased by Landlord, the legal description of which is set forth on Exhibit B attached hereto and made a part hereof (the "Property").
6. The date of the commencement of the Term of the Lease is August 16, 2010.
7. The term of the Lease expires on November 30, 2020, and is subject to the exercise by Tenant of three (3) additional "Renewal Terms" of five (5) years each.
8. During the Lease Term and any Renewal Terms, and, subject to the limitation set forth in the last sentence of this Section 8, so long as neither this Lease nor Tenant's right to

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possession thereunder has been terminated and Tenant, a subsidiary or parent thereof, an affiliate controlled by, under common control with or controlling Tenant, or successor by merger or by sale of substantially all of the assets of Tenant shall lease, occupy and operate a retail banking institution in the entire Premises, then Landlord will not permit any tenant or occupant of the Building or the land on which it is located other than Tenant to use any portion of the Building or the land on which it is located for the purpose of conducting the business of a commercial bank, savings bank, savings and loan association, credit union or mortgage bank, without the prior written consent of Tenant, which consent may be withheld in Tenant's sole discretion. The restriction set forth in this Section 8 does not apply to the space in the Building currently occupied by Whole Foods or to any automated teller machines or similar self-service banking devices.

Notwithstanding anything to the contrary contained herein, the restriction set forth in this Section 8 shall remain in full force and effect for the first one hundred eighty (180) days of any closure of the Premises and during any period of Permitted Closure.

- 9. The capitalized terms used herein shall have the same definitions and meanings as set forth in the Lease unless otherwise defined herein or modified by the provisions hereof. Landlord and Tenant acknowledge and agree that the provisions of this Memorandum of Lease are not intended to modify the terms, conditions or provisions of the Lease.

WITNESS the due execution hereof as of the 7 day of JANUARY, 2011.

LANDLORD:

ONE SUPERIOR OWNER LLC, a Delaware limited liability company

By: [Signature]
Name: SOHA IEE
Title: AUTOMATED SIGNATORY

TENANT:

PNC BANK, NATIONAL ASSOCIATION, a national banking association

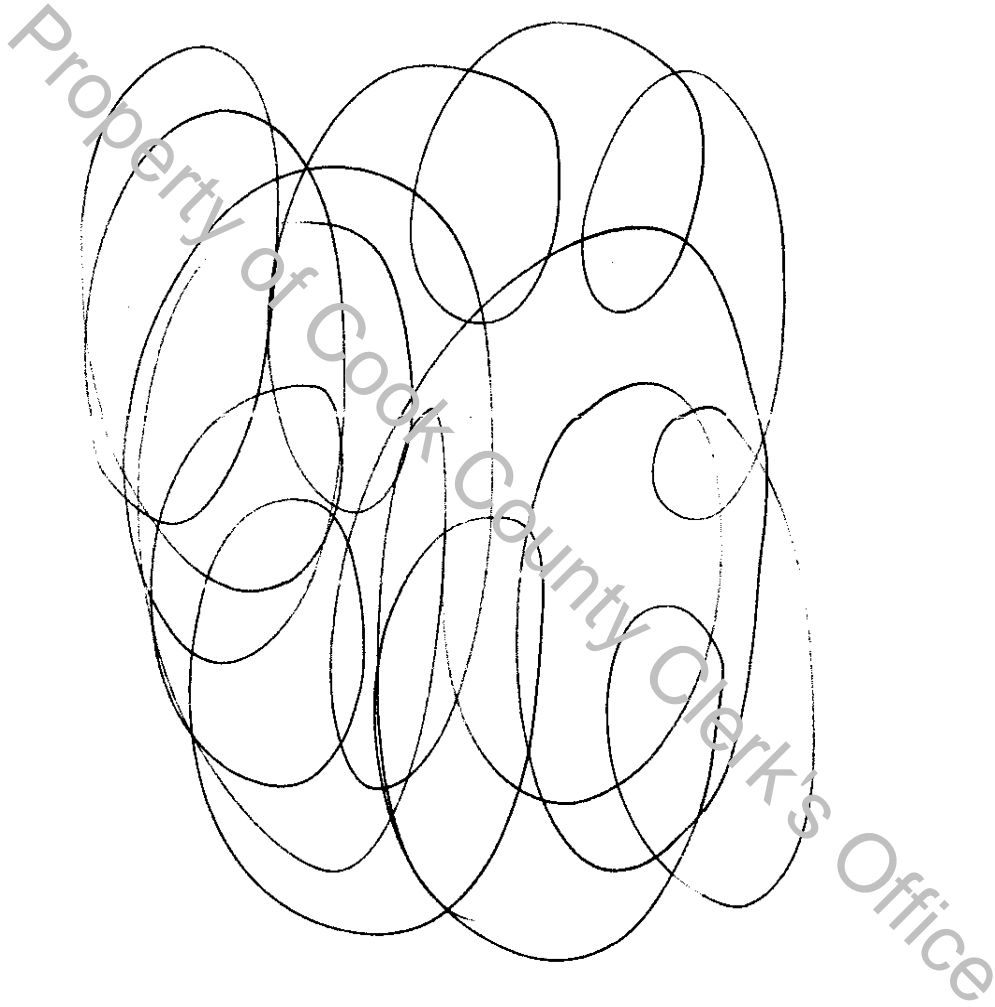
By: [Signature]
Name: Dennis W. Hartman
Title: Vice President

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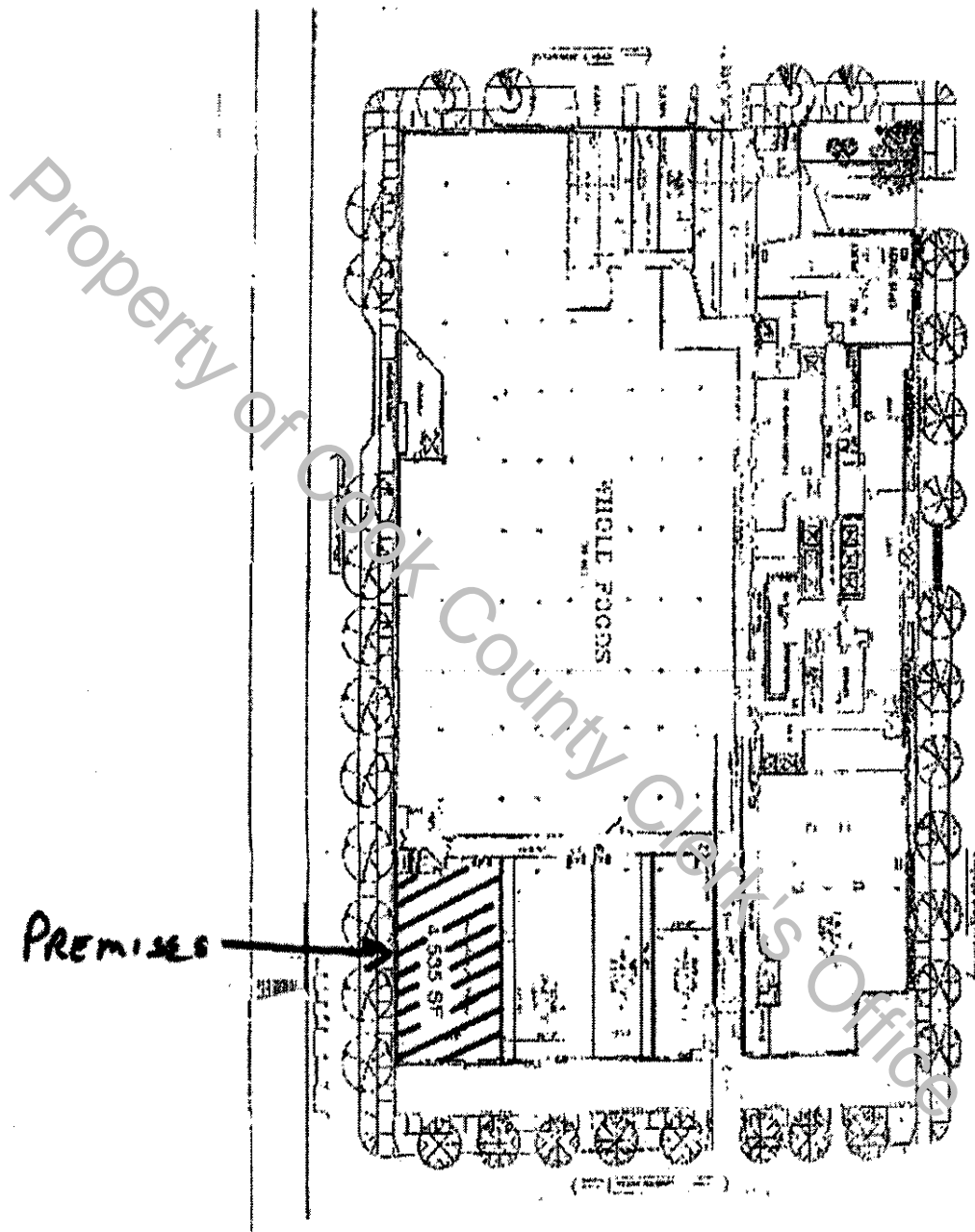
EXHIBIT A

To Memorandum of Lease

DEPICTION OF THE PREMISES



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EXHIBIT B

To Memorandum of Lease

LEGAL DESCRIPTION OF PROPERTY

Lots 1, 2,3 and 4 in Ernest Hess' Subdivision as per plat of said subdivision recorded as Document 376729 and

Lots 8 to 15, both inclusive, in the subdivision of plat of Block 32 and all of Block 49 in Wolcott's Subdivision as per plat recorded as Document 52658 and

Lots 1,2,3 and 4 (except the North 5.0 feet of the West 76.00 feet thereof) and Lots 5 and 6 (except the West 76.00 feet of Lots 5 and 6) and Lot 7, all in the subdivision of part of Block 32 as per plat recorded as Document 26207, also

All of the public alleys, vacated by Ordinance recorded January 12, 1976 as Document 23351728, all in Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Property Address: One West Superior Street Chicago, Illinois 60610

Permanent Real Estate Index Nos.:	17-09-213-025-0000 Vol. 500
	17-09-213-026-0000 Vol. 500
	17-09-213-027-0000 Vol. 500
	17-09-213-028-0000 Vol. 500
	17-09-213-029-0000 Vol. 500
	17-09-213-030-0000 Vol. 500
	17-09-213-031-0000 Vol. 500
	17-09-213-032-0000 Vol. 500
	17-09-213-033-0000 Vol. 500
	17-09-213-034-0000 Vol. 500
	17-09-213-035-0000 Vol. 500

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COMMONWEALTH OF PENNSYLVANIA)
) SS.
COUNTY OF ALLEGHENY)

On this 3rd day of January, 2011, before me, a Notary Public, the undersigned officer, personally appeared Drew N. Thomas, 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.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Renee Konias, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires Feb. 24, 2014
Member, Pennsylvania Association of Notaries

Renee Konias
Notary Public

My Commission Expires: 2-24-2014

STATE OF New York)
) SS.
COUNTY OF New York)

I, Vicki Pomroy, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that John Lee, as Authorized Signatory of One Superior Owner LLC, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that he/she, being thereunto duly authorized, signed and delivered said instrument as the free and voluntary act of said limited liability company and as his/her own free and voluntary act, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 7 day of January, 2011.

Vicki Pomroy
Notary Public

My Commission expires:
July 11, 2019

Vicki J. Pomroy
Notary Public, State of New York
Registration #01PO6130234
Qualified in Westchester County
Commission Expires July 11, 2019