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WHEN RECORDED MAIL TO:

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

Doc#: 1312913059 Fee: \$88.00
RHSP Fee: \$10.00 Affidavit Fee:
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 05/09/2013 01:11 PM Pg: 1 of 9

PINS: 17-04-221-003-0000; 17-04-221-041-0000; 17-04-221-006-0000;
17-04-221-007-0000; 17-04-221-008-0000; 17-04-221-009-0000;
17-04-221-010-0000; 17-04-221-011-0000

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MEMORANDUM OF LEASE

MADE as of the 6th day of May, 2013

BY AND BETWEEN

WELLS STREET FLATS LLC (hereinafter called "Landlord"), a limited liability company having its principal office in Chicago, Cook County, 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.

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 Wells Street Flats LLC.
2. The name of the Tenant is PNC Bank, National Association.
3. The addresses set forth in the Lease as addresses of the parties are:

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LANDLORD: Wells Street Flats, LLC
 c/o Hines Interests Limited Partnership
 One South Dearborn-Suite 2000
 Chicago, Illinois 60603
 Attn: C Kevin Shannahan and Greg Van Schaack

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

4. The Lease is dated concurrently with the date hereof.
5. The description of the demised premises as set forth in the Lease is as set forth on Exhibit A attached hereto and made a part hereof, and is located in a building that is situated on the land legally described in Exhibit B attached hereto and made a part hereof.
6. The date of the commencement of the term of the Lease is: the date the following requirements are satisfied: (x) the Premises are delivered to Tenant with Landlord's Work substantially completed in accordance with the requirements of the Lease and (y) the "Required Commencement Permits Contingency" has been satisfied or waived pursuant to Section 3.4 of the Lease, and the Lease has not otherwise been terminated as provided in said Section 3.4.
7. The term of the Lease runs until the last day of the calendar month in which the day preceding the tenth (10th) anniversary of the Rent Commencement Date occurs, subject to any extension options in the Lease.
8. Tenant has been granted two (2) separate 5-year renewal options, as more particularly set forth in the Lease.
9. During the Term of the Lease, and so long as Tenant is operating the Premises for the Bank Use (including one or more ATMs located therein), Landlord shall not, except for Tenant's use, permit any portion of the Premises or Building to be used for the purpose of or in connection with the business of a commercial bank, savings bank, savings and loan association, credit union, mortgage bank or other financial services organization, the operation of ATM(s) or night deposit boxes ("Tenant's Exclusive Uses"), without the prior written consent of Tenant, which consent may be withheld in Tenant's sole discretion. The foregoing restriction does not apply to current tenants at the Building (or their respective assignees or sublessees) pursuant to leases signed prior to the date hereof whose leases permit the operation in violation of this provision, tenants of leases in excess of 15,000 square feet, or to ATMs and financial services typically provided within a so-called "big box" grocery store.

The terms of the Lease are incorporated herein by this reference. This instrument has been executed solely for purposes of public recording and for no other purposes whatsoever. In the event of any conflict between the terms of this Memorandum and the terms of the Lease, the

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terms of the Lease shall govern and control. All capitalized terms used but not otherwise defined herein shall have the same meaning as set forth in the Lease.

Effective
WITNESS the due execution hereof as of the 3rd day of May, 2013

WITNESS:

~~_____~~
~~_____~~
~~_____~~

PNC BANK, NATIONAL ASSOCIATION

By: *Mario T. Spudis*

Title: *Vice President*

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WELLS STREET FLATS LLC, a Delaware limited liability company

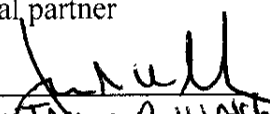
By: Wells Street Flats Holdings LLC, a Delaware limited liability company, its Managing Member

By: Hines WSF Associates Limited Partnership, a Texas limited partnership, its Managing Member

By: Hines WSF GP LLC, a Delaware limited liability company, its general partner

By: Hines Interests Limited Partnership, a Delaware limited partnership, its sole member

By: Hines Holdings, Inc., a Texas corporation, its general partner

By: 
Name: JAMES R. WACH
Title: MANAGING Director

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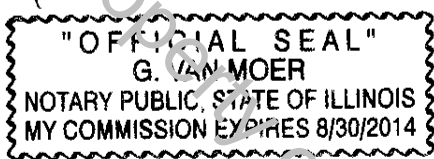
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STATE OF ILLINOIS

COUNTY OF COOK

Before me, a Notary Public, in and for said County, personally appeared JAMES R. WALSH, the MANAGING DIRECTOR of Hines Holdings, Inc., in its indirect capacity on behalf of WELLS STREET FLATS LLC as set forth above, who acknowledged that he/she did sign the foregoing instrument, and that the same is his/her act and deed, on behalf of Wells Street Flats LLC as aforesaid.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 3 day of May, 2013.



G. Van Moer
Notary Public

My Commission Expires: 8/30/2014

Office of Cook County Clerk's Office

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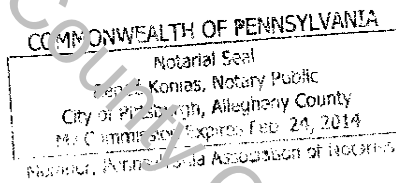
COMMONWEALTH OF PENNSYLVANIA)
) SS:
 COUNTY OF ALLEGHENY)

On this 2nd day of May, 2013, before me, a Notary Public, the undersigned officer, personally appeared Mario Sperdico, who acknowledged [himself] [herself] to be the Vice President of PNC BANK, NATIONAL ASSOCIATION, a national banking association, and that [he] [she], as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said [corporation] [partnership] by [himself] [herself] as such officer.

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

Lucia Konas
 Notary Public

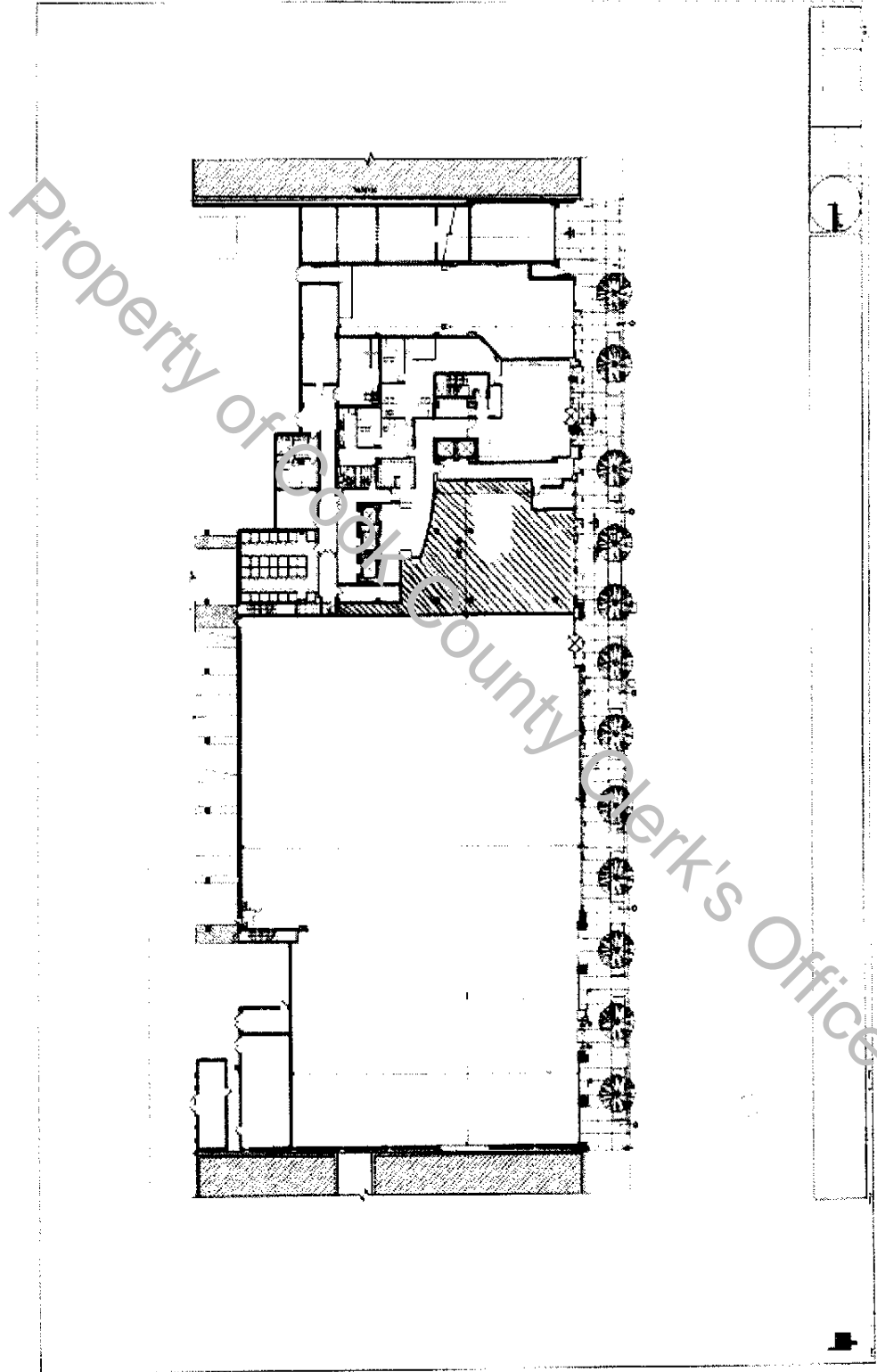
My Commission Expires:
2-24-2014



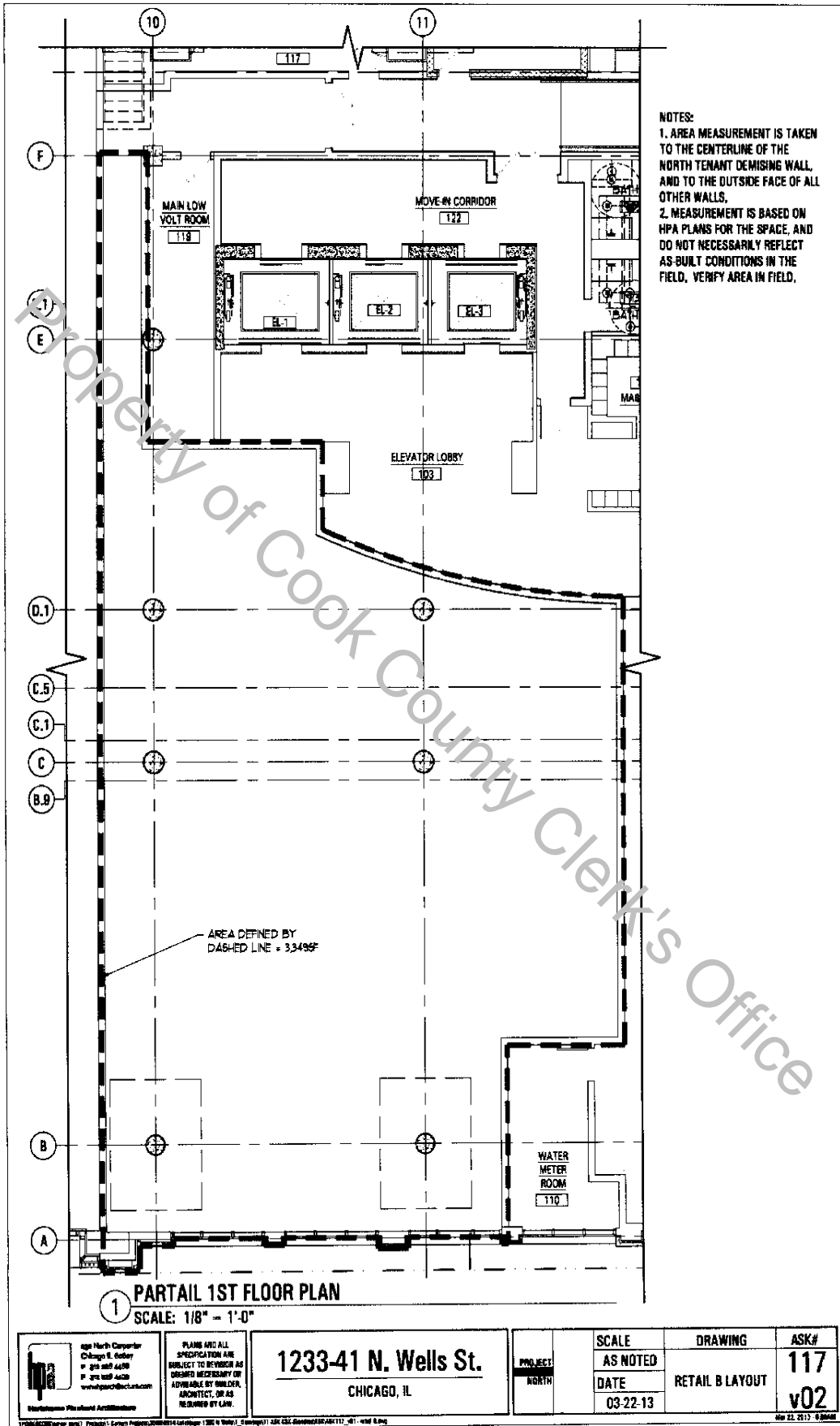
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EXHIBIT A

Site Plan of Building with Tenant Space outlined and defined



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EXHIBIT B

Legal Description of the Building

PARCEL 1:

LOT 1 IN THE SUBDIVISION OF LOTS 53 AND 54 EXCEPT THE EAST 92 FEET OF SAID LOT 54 IN BRONSON'S ADDITION TO CHICAGO IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO

PARCEL 2:

LOTS 4, 5 AND 6 IN OWNER'S RESUBDIVISION OF ORIGINAL LOTS 55 AND 56 AND PART OF ORIGINAL LOTS 46, 47, 48, 49, 50, 54 AND 57 IN BRONSON'S ADDITION TO CHICAGO IN THE NORTH EAST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE SOUTH HALF (EXCEPT THE EAST 102 FEET THEREOF AND EXCEPT A PUBLIC ALLEY) OF LOT 55 IN BRONSON'S ADDITION TO CHICAGO, SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO KNOWN AS LOT 3 IN OWNERS RESUBDIVISION OF ORIGINAL LOTS 55 AND 56 ALL IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THE WEST 163 FEET OF LOT 59 IN BRONSON'S ADDITION TO CHICAGO IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 5:

LOTS 22, 23, 24 AND 25 AND THE NORTH 13 FEET OF LOT 26 IN ABNER REEFE'S SUBDIVISION OF LOTS 44, 47, 48, 57 AND 58 IN BRONSON'S ADDITION TO CHICAGO IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

THE SOUTH 9 FEET OF LOT 26 AND ALL OF LOT 27 (EXCEPT SOUTH 3 FEET THEREOF) IN REEVES SUBDIVISION OF BLOCKS 44, 47, 48, 57 AND 58 OF BRONSON'S ADDITION TO CHICAGO IN THE NORTHEAST ¼ OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 7:

LOT 7 IN OWNER'S RESUBDIVISION OF ORIGINAL LOTS 55 AND 56 AND OF PART OF ORIGINAL LOTS 46, 47, 48, 49, 50, 54 AND 57 OF BRONSON'S ADDITION TO CHICAGO IN THE NORTHEAST ¼ OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS

Address: 1225 Wells Street, Chicago, IL, 60610

EAST\55606405.2