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After recording return to:

JPMorgan Chase Bank Lease Administration
1111 Polaris Parkway, Suite 1J
Mail Code OH100241
Columbus, OH 43240
Attn.: Lease Administration Manager



1330545052

Doc#: 1330545052 Fee: \$50.00

RHSP Fee:\$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds

Date: 11/01/2013 01:04 PM Pg: 1 of 7

MEMORANDUM OF LEASE

This Memorandum of Lease ("Memorandum"), dated to be effective as of October 15, 2013 is entered into by SCHILLER PARK COMMONS LLC, an Illinois limited liability company ("**Landlord**"), and JPMORGAN CHASE BANK, N.A., a national banking association ("**Tenant**").

1. Grant of Lease; Term.

(a) Landlord leases to Tenant, and Tenant leases from Landlord, those certain premises more particularly described on Exhibit "A" attached hereto and incorporated herein for a term of twenty (20) years, subject to the provisions of that certain Ground Lease between the parties hereto, dated May 5, 2011 (the "**Original Lease**") and amended by an Amendment to Ground Lease Agreement dated August 9, 2011 (the "**First Amendment**") and Second Amendment to Ground Lease Agreement dated March 12, 2012 (the "**Second Amendment**") and Third Amendment to Ground Lease dated October 15, 2013 (the "**Third Amendment**") (The Original Lease, the First Amendment, the Second Amendment and the Third Amendment are referred to herein collectively as the "**Lease**"). The provisions of the Lease are incorporated herein by this reference.

(b) The Lease grants Tenant four (4) options of five (5) years each to renew the term of the Lease, on the terms set forth therein.

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- (c) The Declaration referred to in the Third Amendment provides Tenant, among other things, with a non-exclusive easement for ingress, egress and other purposes over certain property owned by Landlord and ALDI, Inc. and more particularly described in Exhibit "B" attached hereto and incorporated herein by reference, on the terms set forth therein.
- (d) The Lease grants Tenant certain other rights on the terms set forth therein.
- (e) Pursuant to the Lease, Landlord is obligated to use its reasonable efforts to keep the Necessary Access curb cuts and driveways open at all times subject to the terms set forth therein.
- (f) The Declaration referred to in the Third Amendment grants Tenant the exclusive rights set forth on Exhibit "C".

2. Purpose. This Memorandum is prepared for the purpose of recordation only, and it in no way modifies the provisions of the Lease. In the event of any inconsistency between the provisions of this Memorandum and the Lease, the provisions of the Lease shall prevail.


3. Miscellaneous. The parties have executed this Memorandum of Lease as of the date first set forth above on the dates and at the places indicated in their acknowledgements below.

SIGNATURE PAGE TO FOLLOW

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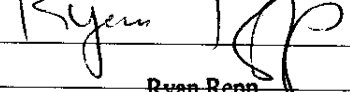
LANDLORD:

SCHILLER PARK COMMONS LLC
an Illinois limited liability company

By: 
Name: John Theodorakis II
Title: Manager

TENANT:

JPMORGAN CHASE BANK, N.A.

By: 
Name: Ryan Repp
Title: Regional VP Retail RE.

NOTARY PAGE TO FOLLOW

This document prepared by:

Samuel A. Orticelli, Esq.
3N831 Bittersweet Rd.
St. Charles, Illinois 60175

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STATE OF ILLINOIS

COUNTY OF Cook

This instrument was acknowledged before me on OCT 7th, 2013 by John Theodosakis, a manager of SCHILLER PARK COMMONS LLC, an Illinois limited liability company, on behalf of said limited liability company.

(SEAL)



[Signature]
NOTARY PUBLIC

STATE OF OHIO

COUNTY OF Franklin

This instrument was acknowledged before me on OCTOBER 15, 2013 by Ryan Repp, the V.P. of JPMORGAN CHASE BANK, N.A., a national banking association, on behalf of said national banking association.



JESSICA L. MANN
Notary Public, State of Ohio
My Comm. Expires Sept. 20, 2015

[Signature]
NOTARY PUBLIC

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EXHIBIT "A" TO MEMORANDUM OF LEASE

LEGAL DESCRIPTION

PARCEL 1: LOT 4 IN OLD GROVE SHOPPING CENTER RESUBDIVISION, BEING A RESUBDIVISION OF LOTS 1 TO 13, INCLUSIVE, IN OLD GROVE SHOPPING CENTER SUBDIVISION, BEING A SUBDIVISION OF PART OF LOT 7 IN THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THAT PART OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE WISCONSIN CENTRAL RAILROAD RIGHT OF WAY, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 6, 2011 AS DOCUMENT NO. 1124934031, IN COOK COUNTY, ILLINOIS.

PARCEL 2: A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DECLARATION DATED FEBRUARY 21, 2013 AND RECORDED FEBRUARY 26, 2013 AS DOCUMENT NO. 1305713076 MADE BY SCHILLER PARK COMMONS, LLC, OVER THE FOLLOWING DESCRIBED LAND:

LOTS 1, 2, 3, 4 AND 5 IN OLD GROVE SHOPPING CENTER RESUBDIVISION, BEING A RESUBDIVISION OF LOTS 1 TO 13, INCLUSIVE, IN OLD GROVE SHOPPING CENTER SUBDIVISION, BEING A SUBDIVISION OF PART OF LOT 7 IN THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THAT PART OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE WISCONSIN CENTRAL RAILROAD RIGHT OF WAY, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 6, 2011 AS DOCUMENT NO. 1124934031, IN COOK COUNTY, ILLINOIS.

PIN: 12-15-314-023-0000

PROPERTY ADDRESS: 9320 W. Irving Park Road, Schiller Park, Illinois 60176

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EXHIBIT "B" TO MEMORANDUM OF LEASE

LOTS 1, 2, 3 and 5, ALL INCLUSIVE, IN OLD GROVE SHOPPING CENTER RESUBDIVISION, BEING A RESUBDIVISION OF LOTS 1 TO 13, INCLUSIVE, IN OLD GROVE SHOPPING CENTER SUBDIVISION, BEING A SUBDIVISION OF PART OF LOT 7 IN THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THAT PART OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE WISCONSIN CENTRAL RAILROAD RIGHT OF WAY, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 6, 2011 AS DOCUMENT NO. 1124934031, ALL IN COOK COUNTY, ILLINOIS.

12-15-314-020-0000

12-15-314-021-0000

12-15-314-022-0000

12-15-314-024-0000

9320 W Irving Park Rd, Schiller Park, IL 60176

9310 W Irving Park Rd, Schiller Park, IL 60176

9276 W Irving Park Rd, Schiller Park, IL 60176

9320 W Irving Park Rd, Schiller Park, IL 60176

9320 W Irving Park Rd, Schiller Park, IL 60176

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EXHIBIT "C" TO MEMORANDUM OF LEASE

5.3 Chase Exclusive Use. So long as Chase, its successors or assigns, shall be operating a Chase bank or related financial facility on Lot 4, no other portion of the Shopping Center shall be used for a full service financial institution, including ATMs and/or drive-through facilities, directly or through subsidiaries and affiliates, including without limitation providing banking, mortgage lending, insurance and securities services in the Shopping Center, and no other financial institution (including without limitation, a drive-through facility or ATM) shall be allowed to operate or perform any similar financial services in or on the Shopping Center. The foregoing shall not be deemed to prohibit a brokerage or investment advisory business or the operation of an ATM within any of the inline stores within the Shopping Center or the operation of any banking facility or ATM within the ALDI store premises located in the Shopping Center and further, shall not preclude ALDI's practice of accepting debit cards and giving cash back to customers; provided, however, that so long as Chase is an Occupant, in no event shall ALDI or any other store in the Shopping Center be entitled to have any exterior signage advertising such ATM or any interior signage visible from the exterior of such store.