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Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 02/13/2014 09:46 AM Pg: 1 of 10

Property of Cook County Clerk's Office

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THIS INSTRUMENT PREPARED BY: )

)  
) King & Spalding LLP  
) 1185 Avenue of the Americas, 34<sup>th</sup> Floor  
) New York, New York 10036-4003  
) United States of America  
) Attn: Mahnoor El Tahry

AFTER RECORDING, MAIL TO: )

\*\*\*\*\*

**SECOND AMENDED AND RESTATED MEMORANDUM OF LEASE AGREEMENT**

This SECOND AMENDED AND RESTATED MEMORANDUM OF LEASE AGREEMENT (this "**Memorandum**") is entered into as of February 6, 2014 (the "**Effective Date**"), by and between SB ARLINGTON FUNDING COMPANY, INC., a corporation organized under the laws of the State of Delaware, United States of America ("**Lessor**") whose address is c/o Global Securitization Services, LLC, 68 South Services Road, Suite 120, Melville, New York 11747, United States of America, and SB ARLINGTON PROJECT CORPORATION, a corporation organized under the laws of the State of Delaware, United States of America ("**Lessee**") whose address is c/o CBRE Global Investors GPIF Management, LLC, 515 South Flower Street, Suite 3100, Los Angeles, California 90071, United States of America.

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## WITNESSETH:

1. Lessor and Lessee previously entered into that certain Third Amended and Restated Finance Lease (*Ijara*) and Purchase Option Agreement, dated as of March 19, 2010 (the "**Original Lease**"). Lessor and Lessee entered into that certain Memorandum of Lease Agreement dated March 19, 2010, filed on April 1, 2010 and recorded as Document No. 1009141085, Cook County Recorder of Deeds, Illinois (the "**Original Memorandum of Lease**").
2. In connection with a refinancing of the Property (as defined below) Lessor and Lessee contemporaneously herewith are entering into that certain Fourth Amended and Restated Finance Lease (*Ijara*) and Purchase Option Agreement, dated as of February \_\_, 2014, (as hereafter may be amended, the "**Lease**") whereby Lessor has leased unto Lessee, and Lessee has leased from Lessor, the land and real property located in Arlington Heights, Illinois, and more particularly described in Exhibit A attached hereto and the Improvements (as defined in the Lease) thereon, and more particularly described in Exhibit B hereto (collectively, the "**Property**"). Furthermore, as evidence of the agreements of Lessor and Lessee pursuant to the Lease, Lessor hereby leases unto Lessee, and Lessee leases from Lessor, the Property on the terms and conditions contained in the Lease, which supersedes the Original Lease. In connection with the Lease, on the date hereof the Lessor and the Lessee released the Original Memorandum of Lease.
3. The term of the Lease commenced on April 1, 2013 and ends on July 31, 2015, unless earlier terminated in accordance with the terms of the Lease.
4. The Lease (including Schedule X thereto) contains other terms and provisions not herein set forth but incorporated by reference herein for all purposes, including, without limitation, (i) an option granted by Lessor in favor of Lessee to purchase upon certain terms and conditions the Property (the "**Call Option**"), and (ii) an option granted by Lessee in favor of Lessor to require upon certain terms and conditions Lessee to purchase the Property (the "**Put Option**").
5. The specific terms and conditions of the Call Option are more particularly set forth in that certain Third Amended and Restated Understanding to Sell letter by and between Lessor and Lessee, dated as of March 19, 2010, as amended by that certain Omnibus First Amendment to and Reaffirmation of Lease Documents, dated of even date with the Lease..
6. The specific terms and conditions of the Put Option are more particularly set forth in that certain Third Amended and Restated Understanding to Purchase letter by and between Lessor and Lessee, dated as of March 19, 2010, as amended by that certain Omnibus First Amendment to and Reaffirmation of Lease Documents, dated of even date with the Lease..
7. The Lease supersedes the Original Lease and all prior Finance Lease (*Ijara*) and Purchase Option Agreements and any memoranda of lease filed in connection thereto.
8. The Lease contains the following provision regarding the financing agreements of Lessor:

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- (d) The Lessee agrees that, subject to the foregoing subsections of this Section 11.2:
- (1) it acknowledges such Financing Agreements and Security Documents in effect on the date hereof;
  - (2) it will agree to pay amounts due the Lessor hereunder and under the other Project Documents to the Rent Account to be disbursed in accordance with the Rent Account Agreement and the terms of the Lease; and
  - (3) this Lease shall be subject and subordinate to such Financing Agreements and such Security Documents.
9. This Memorandum in no way modifies or amends the terms and provisions of the Lease. This Memorandum is executed for purposes of providing record notice of the Lease and is to be recorded in the real property records of the county in which the real property described above is located.
10. This Memorandum will be governed and construed in accordance with the laws of the State of Illinois.
11. As used herein and in the Lease, the following terms shall have the following meanings:
- (i) "**Financing Agent (M)**" means ING Real Estate Finance (USA) LLC, a limited liability company formed under the laws of the State of Delaware, United States of America, in respect of the Mezzanine Financing Agreements, and any other financing entity in respect thereof approved in writing by the Project Company in its sole and absolute discretion.
  - (ii) "**Financing Agent (S)**" means ING Real Estate Finance (USA) LLC, a limited liability company formed under the laws of the State of Delaware, United States of America, in respect of the Senior Financing Agreements, and any other financing entity in respect thereof approved in writing by the Project Company in its sole and absolute discretion.
  - (iii) "**Financing Agent (T)**" means HSBC Bank of Bermuda Limited, a local company incorporated under the laws of Bermuda with registration number 2109, in respect of the Junior Mezzanine Financing Agreements, and any other financing entity in respect thereof approved in writing by the Project Company in its sole and absolute discretion.
  - (iv) "**Financing Agreements**" means either the Senior Financing Agreements, the Mezzanine Financing Agreements or the Junior Mezzanine Financing Agreements or all of them as the context may require.
  - (v) "**Senior Financing Agreements**" means the Senior Credit Agreement, the Owner Senior Note, the Owner (S) Security Documents and all other agreements, documents, instruments, consents and waivers executed in connection therewith by the Owner Company in favor of the Financing Agent (S) as contemplated by the Senior Credit Agreement.

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- (vi) "**Mezzanine Financing Agreements**" means the Mezzanine Credit Agreement, the Mezzanine Note, the Owner (M) Security Documents and all other agreements, documents, instruments, consents and waivers executed in connection therewith by the Owner Company in favor of the Financing Agent (M) as contemplated by the Mezzanine Credit Agreement.
- (vii) "**Junior Mezzanine Financing Agreements**" means the Junior Mezzanine Credit Agreement, the Junior Mezzanine Note, the Owner (T) Security Documents and all other agreements, documents, instruments, consents and waivers executed in connection therewith by the Owner Company in favor of the Financing Agent (T) as contemplated by the Junior Mezzanine Credit Agreement.
- (viii) "**Senior Credit Agreement**" means the Third Amended and Restated Loan and Security Agreement, dated as of the Effective Date, among the Financing Agent (S), the Owner Company and the Other Owner Companies.
- (ix) "**Mezzanine Credit Agreement**" means the Second Amended and Restated Mezzanine Loan and Security Agreement, dated as of the Effective Date, among the Financing Agent (M), the Owner Company and the Other Owner Companies.
- (x) "**Junior Mezzanine Credit Agreement**" means that certain Amended and Restated Mezzanine Loan and Security Agreement, dated as of the Effective Date, among the Financing Agent (T), the Owner Company and the Other Owner Companies.
- (xi) "**Owner (S) Deed of Trust**" means the deed of trust or mortgage covering the Property from the Owner Company to the Financing Agent (S).
- (xii) "**Owner (M) Deed of Trust**" means the deed of trust or mortgage covering the Property from the Owner Company to the Financing Agent (M).
- (xiii) "**Owner (T) Deed of Trust**" means the deed of trust or mortgage covering the Property from the Owner Company to the Financing Agent (T).
- (xiv) "**Owner Senior Note**" means each Third Amended and Restated Promissory Note, dated as of the Effective Date, by the Owner Company and the Other Owner Companies in favor of the Financing Agent (S) and certain Finance Parties (S).
- (xv) "**Mezzanine Note**" means the Second Amended and Restated Promissory Note, dated as of the Effective Date by the Owner Company and the Other Owner Companies in favor of the Financing Agent (M).
- (xvi) "**Junior Mezzanine Note**" means the Amended and Restated Promissory Note, dated as of the Effective Date by the Owner Company and the Other Owner Companies in favor of the Financing Agent (T).
- (xvii) "**Owner Security Documents**" means, collectively, the Owner (M) Security Documents, the Owner (S) Security Documents and the Owner (T) Security Documents.

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- (xviii) "**Owner (S) Security Documents**" means the Owner (S) Deed of Trust, the Deposit Account Agreement, the Rent Account Agreement, the Environmental Indemnity (S) (Owner Company), the Omnibus Assignment of Collateral Assignments (S) (Owner Company), Assignment of Licences, Permits, Contracts and Agreements (S) (Owner Company), Assignment of Assignment of Leases and Rents: End User Leases (S) (Owner Company), Assignment of Leases and Rents: General Leases (S) (Owner Company), Assignment of Leases and Rents: Project Company Lease (S) (Owner Company) and any other agreement, document or instrument designated as such by both the Owner Company and the Project Company, each in their sole and absolute discretion.
- (xix) "**Owner (M) Security Documents**" means the Owner (M) Deed of Trust, Omnibus Assignment of Collateral Assignments and Other Agreements (M) (Owner Company), Assignment of Leases and Rents: Project Company Lease and General Leases and Assignment of Assignment of Leases and Rents (M) (Owner Company), Pledge and Security Agreement (M) (Owner Company), Pledge and Security Agreement (M) (Project Company), the Sweep Account Agreement, Environmental Indemnity (M) (Owner Company), Assignment of Licences, Permits, Contracts and Agreements (M) (Owner Company), Omnibus Consent and Affirmation of Pledge and Security Agreements (M) (Owner Company) and any other agreement, document or instrument designated as such by both the Owner Company and the Project Company, each in their sole and absolute discretion.
- (xx) "**Owner (T) Security Documents**" means the Owner (T) Deed of Trust, Omnibus Assignment of Collateral Assignments and Other Agreements (T) (Owner Company), Assignment of Leases and Rents: Project Company Lease and General Leases and Assignment of Assignment of Leases and Rents (T) (Owner Company), Pledge and Security Agreement (T) (Owner Company), the Blocked Account Agreement, Environmental Indemnity (T) (Owner Company), Assignment of Licences, Permits, Contracts and Agreements (T) (Owner Company) and any other agreement, document or instrument designated as such by both the Owner Company and the Project Company, each in their sole and absolute discretion.
- (xxi) "**Security Documents**" means the Owner (T) Security Documents, Owner (S) Security Documents, the Owner (M) Security Documents and the Lessee Security Documents.

Capitalized terms used herein but not otherwise defined herein have the respective meanings given such terms in Schedule X to the Lease and the rules of usage and interpretation set forth in such Schedule X shall be applicable hereto.

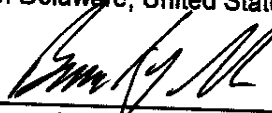
[signature pages follow]

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IN WITNESS WHEREOF, Lessor and Lessee have caused this Second Amended and Restated Memorandum of Lease to be duly executed in multiple counterparts, each of which shall have the force and effect of an original as of the date first above written.

LESSOR:


SB ARLINGTON FUNDING COMPANY, INC.,  
a corporation incorporated under the laws of the  
State of Delaware, United States of America

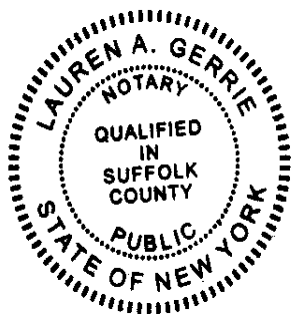
By:   
Bernard J. Angelo  
Vice President

STATE OF NEW YORK     )  
  ) ss.:  
COUNTY OF SUFFOLK    )

The undersigned, a Notary Public in and for the said County, and in the State aforesaid, DO HEREBY CERTIFY THAT Bernard J. Angelo, is personally known to me to be the Vice President of SB Arlington Funding Company, Inc., a Delaware corporation and is 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 that as such Vice President, he signed, sealed and delivered the same instrument, pursuant, as his free and voluntary act, and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notary seal this 29th day of January, 2014.

  
Notary Public in and for the  
State of New York  
My Commission expires: 2/19/2017




LAUREN A. GERRIE  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01GE6276584  
Qualified in Suffolk County  
My Commission Expires February 19, 2017



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LESSEE:

**SB ARLINGTON PROJECT CORPORATION,**  
a corporation incorporated under the laws of the  
State of Delaware, United States of America


By:   
A. Gavin Hinze  
Executive Vice President

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES ) ss.:

The undersigned, a Notary Public in and for the said County, and in the State aforesaid, DO HEREBY CERTIFY THAT A. Gavin Hinze, is personally known to me to be the Executive Vice President of SB Arlington Project Corporation, a Delaware corporation and is 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 that as such Executive Vice President, he signed, sealed and delivered the same instrument, pursuant, as his free and voluntary act, and as the free and voluntary act of said company for the uses and purposes therein set forth.

Given under my hand and notary seal this 21<sup>st</sup> day of JANUARY, 2014.



  
BRENDA LOYOLA NAVARRO  
Notary Public in and for the  
State of CALIFORNIA  
My Commission expires: 4-1-2015

**UNOFFICIAL COPY****EXHIBIT A****LEGAL DESCRIPTION OF THE LAND**

PARCEL 1:

LOT 3

(EXCEPTING THEREFROM THAT PART OF LOT 3 DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3; THENCE SOUTHEASTERLY ALONG A 2541.29 FOOT RADIUS CURVE, BEING ALSO THE NORTHERLY LINE OF SAID LOT 3, THE CENTER OF CIRCLE OF SAID CURVE BEARS ON AN ASSUMED BEARING OF NORTH 47 DEGREES 58 MINUTES 18 SECONDS EAST FROM SAID POINT, CENTRAL ANGLE 2 DEGREES 12 MINUTES 20 SECONDS, 97.82 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTHEASTERLY ALONG SAID CURVE CONCAVE TO THE NORTHEAST RADIUS 2541.29 FEET, CENTRAL ANGLE 11 DEGREES 26 MINUTES 54 SECONDS, 507.78 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY ALONG A 30.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST, CENTRAL ANGLE 55 DEGREES 04 MINUTES 09 SECONDS, 28.83 FEET TO A POINT ON A 2551.07 FOOT RADIUS CURVE, THE CENTER OF CIRCLE OF SAID CURVE BEARS NORTH 35 DEGREES 00 MINUTE 05 SECONDS EAST FROM SAID POINT; THENCE NORTHWESTERLY ALONG SAID CURVE, RADIUS 2551.07 FEET, CENTRAL ANGLE 8 DEGREES 26 MINUTE 50 SECONDS, 375.52 FEET TO A POINT ON A 2546.12 FOOT RADIUS CURVE, THE CENTER OF CIRCLE OF SAID CURVE BEARS NORTH 42 DEGREES 14 MINUTES 05 SECONDS EAST FROM SAID POINT; THENCE NORTHWESTERLY ALONG SAID CURVE, RADIUS 2546.12 FEET, CENTRAL ANGLE 2 DEGREES 18 MINUTES 00 SECONDS, 102.21 FEET; THENCE NORTH 40 DEGREES 00 MINUTES 33 SECONDS WEST 56.36 FEET TO THE POINT OF BEGINNING) IN ARLINGTON PLACE SUBDIVISION, BEING A SUBDIVISION IN SECTION 16, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE RECIPROCAL EASEMENT AGREEMENT BY AND BETWEEN URBS-SCHMITT AND KEPPEL INCORPORATED, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 3, 1979 AND KNOWN AS TRUST NUMBER 47058 AND OTHERS, DATED AUGUST 2, 1979 AND RECORDED OCTOBER 1, 1979 AS DOCUMENT 25171074 AND FILED OCTOBER 1, 1979 AS DOCUMENT LR 3121973 AND AS AMENDED BY INSTRUMENT RECORDED JUNE 4, 1981 AS DOCUMENT 25893428 AND FILED AS DOCUMENT LR 3218008 FOR INGRESS AND EGRESS IN PART OF ARLINGTON PLACE SUBDIVISION AND TEULACH'S SUBDIVISION AS DELINEATED IN SAID AGREEMENT, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY AMENDED AND RESTATED EASEMENT AND OPERATING AGREEMENT AND GRANT OF EASEMENTS BY AND AMONG AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS



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TRUSTEE UNDER TRUST AGREEMENT NUMBER 45170, AND AS TRUSTEE UNDER TRUST AGREEMENT NUMBER 52304, SAID AGREEMENT BEING DATED FEBRUARY 1, 1983 AND RECORDED MARCH 7, 1983 AS DOCUMENT 26527048 AND FILED MARCH 7, 1983 AS DOCUMENT LR. 3296792, OVER, UPON AND ACROSS LOT 1 FOR THE PURPOSE OF USING AND GAINING ACCESS TO A SURFACE WATER DETENTION/RETENTION POND LOCATED IMMEDIATELY EAST OF THE WESTERNMOST LINE OF LOT 1 IN ARLINGTON PLACE SUBDIVISION AFORESAID, AS SHOWN ON DRAWING ATTACHED AS EXHIBIT "A" TO EASEMENT AND OPERATING AGREEMENT DATED DECEMBER 1, 1979 AND RECORDED JANUARY 4, 1980 AS DOCUMENT 25306989 AND FILED JANUARY 4, 1980 AS DOCUMENT LR. 3139276 AND ALSO OVER, UPON AND ACROSS LOT 2 IN ARLINGTON PLACE SUBDIVISION AFORESAID FOR THE PURPOSE OF GAINING ACCESS TO SAID POND LOCATED ON SAID LOT 1 AS SHOWN ON DRAWING ATTACHED AS EXHIBIT "A" TO THE AFORESAID AMENDED AND RESTATED EASEMENT AND OPERATING AGREEMENT AND GRANT OF EASEMENTS IDENTIFIED ABOVE, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT OF EASEMENT DATED FEBRUARY 1, 1983 AND RECORDED MARCH 7, 1983 AS DOCUMENT 26527049 AND FILED MARCH 7, 1983 AS DOCUMENT LR. 3296793 BY AND BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT NUMBER 47058, AND AS TRUSTEE UNDER TRUST AGREEMENT NUMBER 52304, OVER, UPON AND ACROSS THAT PART OF LOT 2 IN ARLINGTON PLACE SUBDIVISION AFORESAID AS DEPICTED ON EXHIBIT "A", FOR CONSTRUCTING, RUNNING, MAINTAINING AND REPAIRING SANITARY SEWER LINES AND PIPES, IN COOK COUNTY, ILLINOIS.

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## EXHIBIT B

### DESCRIPTION OF THE IMPROVEMENTS

All that freehold land and buildings located at 95 West Algonquin Road, Arlington Heights, Cook County, Illinois, United States of America.

PIN:  
08-16-200-103

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A large, bold, black handwritten signature is written across the center of the page, overlapping the diagonal watermark text.