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Prepared by and
after recording return to:

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Quarles & Brady
300 N. LaSalle St., Suite 4000
Chicago, Illinois 60654



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RHSP Fee:\$9.00 RPPF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/16/2016 12:58 PM Pg: 1 of 6

MEMORANDUM OF LEASE

This Memorandum of Lease ("Memorandum") is made as of this 5 day of May, 2016, by and between **SOUTH RIVERSIDE BUILDING LLC**, a Delaware limited liability company ("Landlord"), and **CARS.COM, LLC**, a Delaware limited liability company ("Tenant").

WHEREAS, Landlord is the record title owner of that certain real property commonly known as 300 South Riverside, Chicago, Illinois, and more particularly described on Exhibit A attached hereto and by this reference made a part hereof (collectively, the "Building"); and

WHEREAS, Landlord and Tenant are parties to that certain Lease Agreement dated Mays, 2016 (the "Lease"), pursuant to which Tenant leases the 9th, 10th and 11th floors of the Building (the "Premises") from Landlord; and

WHEREAS, Landlord and Tenant desire to place of record this Memorandum of Lease;

NOW, THEREFORE, Landlord and Tenant hereby agree as follows:

1. Lease. Landlord confirms leasing to Tenant, and Tenant confirms leasing from Landlord, the Premises under the terms, conditions and provisions contained in the Lease, such Lease being expressly incorporated herein by reference.
2. Term. The Lease is for a term of fourteen (14) years, subject to two (2) renewal options of five (5) years each (the "Term") which will commence following satisfaction of certain conditions set forth in the Lease. Upon determination of the actual Commencement Date (as defined in the Lease), Landlord and Tenant shall record a supplement to this Memorandum confirming the Commencement Date and the Expiration Date (as defined in the Lease) of the Lease.

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3. Right of First Offer. Subject to the terms and conditions of the Lease, Tenant has an on-going right of first offer to lease certain additional premises on the fifth (5th) and sixth (6th) floors of the Building, as more fully described in the Lease.
4. Competitors. Subject to the terms and conditions of the Lease, during the Term of the Lease, Landlord has agreed not to (i) lease or approve any sublease or assignment of any space in the Building to any "Competitors" of Tenant, as defined in the Lease or (ii) permit any Competitor of Tenant to install signage on the Building or any part thereof.
5. Release. Upon the expiration of the Term or the earlier termination of the Lease, this Memorandum shall be automatically released without any further action by the parties, and the encumbrance on the Property therein created shall be deemed terminated. In furtherance of the foregoing, upon such occurrence, either party hereto may unilaterally file a written release hereof, and both parties hereto hereby consent to such action. If so requested by Landlord, following the automatic release of this Memorandum, Tenant shall execute a written confirmation of the release hereof; provided, however, failure by Tenant to so execute such written confirmation shall not affect the effectiveness of the release.
6. Other Provisions. This Memorandum is not a complete summary of the unrecorded Lease. Reference should be made to the unrecorded Lease for the full terms, conditions and provisions thereof.
7. Conflicts. In the event of any conflict or inconsistency between the terms and provisions of this Memorandum and the terms and provisions of the unrecorded Lease, the terms and provisions of the Lease shall govern and control in all respects.
8. Successors and Assigns. This Memorandum shall run with the land described on Exhibit A hereto and shall be binding upon and inure to the benefit of Landlord and Tenant and their respective heirs, personal representatives, successors and assigns.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first set forth above.

LANDLORD:

**SOUTH RIVERSIDE BUILDING LLC, a
Delaware limited liability company**

By: _____

Name: _____

Title: _____

[Handwritten Signature]
JOSEPH MIZRACHI
Authorized Signature
Managing Member

STATE OF ILLINOIS)

NEW YORK

SS.

COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Joseph Mizrachi the Managing Member of **SOUTH RIVERSIDE BUILDING LLC**, a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Managing Member, appeared before me this day in person and acknowledged that [he or she] signed and delivered the said instrument as [his or her] own free and voluntary act and as the free and voluntary act of such Managing Member said for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 5 day of May, 2016.

[Handwritten Signature]
Notary Public



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TENANT:

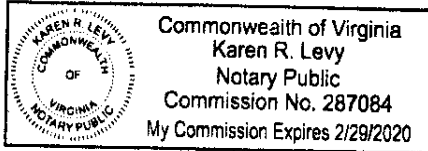
CARS.COM, LLC, a Delaware limited liability company

By: Todd Mayman
Name: Todd Mayman
Title: Vice President

STATE OF Virginia)
~~ILLINOIS~~)
) SS.
COUNTY OF Fauquier)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Todd Mayman, the Vice President of CARS.COM, LLC, a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that [he or she] signed and delivered the said instrument as [his or her] own free and voluntary act and as the free and voluntary act of such Vice President said for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 3rd day of May, 2016.



Karen Levy
Notary Public

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EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

REAL PROPERTY IN THE CITY OF CHICAGO, COUNTY OF COOK, STATE OF ILLINOIS, DESCRIBED AS FOLLOWS:

PARCEL 1:

LOT 7 (EXCEPT THE WEST 122.53 FEET THEREOF) IN RAILROAD COMPANIES' RESUBDIVISION OF BLOCKS 62 TO 76, BOTH INCLUSIVE, BLOCK 78, PARTS OF BLOCKS 61 AND 77 AND CERTAIN VACATED STREETS AND ALLEYS IN SCHOOL SECTION ADDITION TO CHICAGO, A SUBDIVISION OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 29, 1924 IN BOOK 188 ON PAGES 11 TO 28, BOTH INCLUSIVE, AS DOCUMENT NUMBER 8339751 (EXCEPTING THEREFROM THAT PART THEREOF LYING BELOW OR BENEATH THE AIR RIGHTS LIMITING PLANE OR ELEVATION SET FORTH IN APPENDIX "B" TO LEASE RECORDED OCTOBER 2, 1980 AS DOCUMENT 25607453 AND WHICH IS INDICATED IN SAID APPENDIX "B" TO BE 32 FEET 10 INCHES ABOVE CHICAGO CITY DATUM), IN COOK COUNTY, ILLINOIS.

PARCEL 2:

ALL LAND AND SPACES BELOW THE AIR RIGHTS LIMITING PLANE DESCRIBED IN PARCEL 1 ABOVE AS ARE OCCUPIED BY COLUMNS, TRUSSES, HORIZONTAL STRUCTURAL MEMBERS, INCLUDING THE FINISHED MEZZANINE FLOOR, FOUNDATIONS AND OTHER SUPPORTS FOR THE BUILDING CONTEMPLATED BY THE LEASE DESCRIBED IN PARCEL 1 ABOVE AND SMOKE EXHAUST PLENUMS, ELEVATOR PITS, FUEL TANKS, PUMPING STATIONS AND MECHANICAL EQUIPMENT LOCATED BELOW SAID AIR RIGHTS LIMITING PLANE FOR THE PURPOSE OF SAID CONTEMPLATED BUILDING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 ABOVE FOR THE CONSTRUCTION, USE, MAINTENANCE, REPAIR, REPLACEMENT OR RENEWAL FROM TIME TO TIME OF ADEQUATE COLUMNS, TRUSSES, HORIZONTAL STRUCTURAL MEMBERS, INCLUDING THE FINISHED MEZZANINE FLOOR, FOUNDATIONS AND OTHER SUPPORTS FOR THE BUILDING CONTEMPLATED UNDER THE LEASE DESCRIBED IN PARCEL 1 ABOVE AND SMOKE EXHAUST PLENUMS, ELEVATOR PITS, FUEL TANKS, PUMPING STATIONS AND MECHANICAL EQUIPMENT, IN THE LAND AND SPACE BELOW THE AIR RIGHTS LIMITING PLANE DESCRIBED IN PARCEL 1 ABOVE, IN COOK COUNTY, ILLINOIS.

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PARCEL 4:

A NON-EXCLUSIVE APPURTENANT EASEMENT IN FAVOR OF PARCELS 1 AND 2 AS CREATED BY DEED OF EASEMENT RECORDED JANUARY 31, 1990 AS DOCUMENT NO. 90047309 AND AS AMENDED BY FIRST AMENDMENT TO DEED OF EASEMENT RECORDED OCTOBER 9, 1990 AS DOCUMENT NO. 90491486, MADE BY LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 17, 1983 AND KNOWN AS TRUST NO. 107292 TO GATEWAY IV JOINT VENTURE AND OTHERS, FOR THE USE OF 1,100 PUBLIC PARKING SPACES IN THE GARAGE, AS DEFINED THEREIN, WITH RIGHTS OF INGRESS AND EGRESS AND AN EASEMENT FOR THE PURPOSE OF CONSTRUCTION OF SUCH REPAIRS OR RESTORATION FOR THE PERIOD REQUIRED TO COMPLETE SUCH REPAIRS OR RESTORATION ON, OVER AND ACROSS THE FOLLOWING DESCRIBED LEGAL DESCRIPTION:

LOTS 5, 6, 7 AND 8 (EXCEPT FROM SAID LOTS THAT PART FALLING IN ALLEY) IN BLOCK 49 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

APN: 17-16-121-003-6001
17-16-121-003-6002

Address: 300 S. Riverside
Chicago IL