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Doc# 1627010051 Fee \$50.00
RHSP Fee: \$9.00 PRF Fee \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 09/26/2016 11:30 AM Pg: 1 of 7

THIS DOCUMENT PREPARED BY, AND
AFTER RECORDING, PLEASE RETURN TO:

C. Todd Burbank
Kilpatrick, Townsend & Stockton LLP
214 N. Tryon Street, Suite 2400
Charlotte, NC 28202

MEMORANDUM OF LEASE AGREEMENT

This Memorandum of Lease Agreement (this "Memorandum") is entered into by and between **1209NM LLC**, an Illinois limited liability company ("Landlord"), having its principal place of business at 1611 W. Division Street, Suite 202, Chicago, Illinois 60622, and **Fifth Third Bank**, an Ohio banking corporation, having an office at Fifth Third Center, 38 Fountain Square Plaza, MD 10ATA1, Cincinnati, Ohio 45263 ("Tenant"), Landlord and Tenant having entered into a Lease Agreement (the "Lease") dated as of September 2, 2016 (the "Commencement Date").

1. **Premises.** The Lease covers the leasing of the following property from Landlord to Tenant: (i) certain space on the ground floor of the building (the "Building") located at 1209 N. Milwaukee Avenue, Chicago, Illinois 60622, which Building is located on the property more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference (the "Premises"), and (ii) the exclusive use of twelve (12) parking spaces on the property located at 1220 N. Bosworth Avenue, Chicago, Illinois 60622, as more particularly described on **Exhibit B** attached hereto and incorporated herein by this reference. As used herein, the property described on **Exhibit A** attached hereto shall be referred to as the "Milwaukee Land", and the property described on **Exhibit B** attached hereto shall be referred to as the "Bosworth Land". Under the Lease, Tenant has rights to use, in common with others: (a) the common pipes, ducts, conduits, wires and appurtenant fixtures and other common facilities serving the Premises and/or the Building, (b) the common walkways and driveways necessary for access to the Premises, (c) the common facilities, if any, located in the Retail Area (as defined in the Lease), and (d) any other common areas or facilities generally made available to tenants or occupants of the Retail Area (as defined in the Lease), if any.

2. **Term.** The Lease provides for the rental of the Premises by Tenant for a term commencing on the Commencement Date and expiring on the earlier of (i) the last day of the one hundred twentieth (120th) full calendar month following the month in which the Conversion Date (as defined in the Lease) falls or (ii) the last day of the one hundred forty-fourth (144th) month following the month in which the Commencement Date falls. The Lease grants to Tenant the right to renew the term of the Lease for up to three (3) additional and consecutive five (5) year periods.

3. **Exclusive Use.** So long as the Lease is still in effect and Tenant is occupying and using the Premises for any Banking Service (as hereinafter defined), (i) no party (other than Tenant) may operate on the Milwaukee Land (or any portion thereof) or within any non-residential premises on the Bosworth Land (collectively, the "Bosworth Commercial Space"), any financial institutions, banks, savings and loans, trust companies, ATM's, automated teller machines or other free standing cash dispensing or financial transaction machines, stock brokerages, mortgage companies, brokerages, credit unions, or any type of financial services entity or any entity offering any Banking Services (as defined herein), and (ii) no party (other than Tenant) may use of any portion of the Milwaukee Land or the Bosworth Commercial Space for any type of brokerage, mortgage and financial services and Banking

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Services. As used herein, "Banking Services" means the provision of checking, savings, check cashing, credit card, commercial loan, consumer loan, residential loan, international letters of credit, trust, ATM's, automatic teller, securities brokerage and other financial services provided by commercial banking and savings and loan institutions to commercial and consumer customers. Notwithstanding the foregoing, the restrictions set forth in this Section 3 shall not prohibit (i) the use of any floor above the ground floor of Building for general office use or (ii) the use of the Bosworth Commercial Space by (A) a privately-owned company for the management of investments and trusts for a single person, family or group, or for individuals or families or (B) a hedge fund, fund-to-fund, collective investment or multi-manager investment company for the operation of a private office for the management of a portfolio or other investment funds which do not directly invest in securities. Also notwithstanding the foregoing the check cashing and credit card restrictions within the definition of "Banking Services" are not intended to apply to retail merchants who (i) as a customer service that is incidental to their business operations, offer check cashing privileges, or (ii) accept credit card payments as a means of purchasing the goods or services offered for sale by the merchant. Tenant shall not be deemed to have lost any of its rights under this Section 3 during the Lease term if Tenant is not occupying the Premises for a temporary period of time due to governmental or regulatory issues, a casualty or condemnation event or for purposes of repairing or remodeling the Premises.

4. This Memorandum shall not, under any circumstances, be deemed to modify or change any provisions of the Lease. In the event of any conflict between the provisions of this Memorandum and the provisions of the Lease, the latter shall in all instances prevail.

5. This Memorandum may be signed in two or more counterpart copies with the same effect as if the signature to each counterpart copy were on a single instrument. Each counterpart shall be deemed an original as to any party whose signature it bears and all such counterparts shall constitute one document.

6. This Memorandum shall be recorded against legal title to the Premises, being the property described on **Exhibit A** attached hereto.

[SIGNATURES ON FOLLOWING PAGE(S)]

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IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease Agreement as of this 9th day of September, 2016.

LANDLORD:

1209NM LLC, an Illinois limited liability company

By: [Signature]

Name: PAUL UTICARD

Its: MGR

Property of COO

ACKNOWLEDGEMENT OF LANDLORD

STATE OF ILLINOIS

COUNTY OF COOK) SS:

On the 10th day of September, 2016, before me, the undersigned, personally appeared PAUL UTICARD, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to this Memorandum of Lease Agreement and acknowledged to me that he/she executed the same in his/her capacity as MANAGER of 1209NM LLC, an Illinois limited liability company, and that by his/her signature executed the instrument on behalf of said limited liability company.

[Signature]

Notary Public for the State of ILLINOIS

Commission expires: 12/29/2018

Print Name: FREDERICK M. CAPLAN



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TENANT:

FIFTH THIRD BANK, an Ohio banking corporation

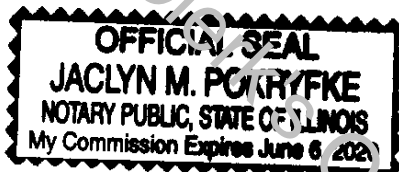
By: Randall L. Morrissey
Name: Randall L. Morrissey
Title: VP

ACKNOWLEDGEMENT OF TENANT

STATE OF Illinois)
) SS.:
COUNTY OF Cook)

On the 31st day of August, 2016, before me, the undersigned, personally appeared Randall L. Morrissey, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to this Memorandum of Lease Agreement and acknowledged to me that he/she executed the same in his/her capacity as the VP of Fifth Third Bank, an Ohio banking corporation, and that by his/her signature executed the Agreement on behalf of said Fifth Third Bank.

Jaclyn M. Pokryfke
Notary Public for the State of Illinois
Commission expires: 6/6/20
Print Name: Jaclyn M. Pokryfke



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FIFTH THIRD BANK, an Ohio banking corporation

By: Chad Pendley
Name: CHAD PENDLEY
Title: AVP

ACKNOWLEDGEMENT OF TENANT

STATE OF Illinois)
) SS.:
COUNTY OF Cook)

On the 31st day of ~~Sept~~ August, 2016, before me, the undersigned, personally appeared Chad Pendley, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to this Memorandum of Lease Agreement and acknowledged to me that he/she executed the same in his/her capacity as the AVP of Fifth Third Bank, an Ohio banking corporation, and that by his/her signature executed the Agreement on behalf of said Fifth Third Bank.

Jaclyn M. Poryfke
Notary Public for the State of Illinois
Commission expires: 6/6/20
Print Name: Jaclyn M. Poryfke



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EXHIBIT A

Lots 72, 73 and 74 in Block 12 in Canal Trustees' Subdivision of part of the West ½ of Section 5,
Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

All of the following Cook County Tax Parcel Nos.:

1. 17-05-115-082-000
2. 17-05-115-087-000

Address: 1009 N. Milwaukee Avenue, Chicago, IL 60642

Property of Cook County Clerk's Office

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EXHIBIT B

Lots 59, 60, 61, 62, 63, 64, 65, 66 and 67 in Block 12 in Canal Trustees' Subdivision of part of the West ½ of Section 5, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Being all of the following Cook County Tax Parcel Nos.:

1. 17-05-115-066-000
2. 17-05-115-067-000
3. 17-05-115-068-000
4. 17-05-115-069-000
5. 17-05-115-070-000
6. 17-05-115-071-000
7. 17-05-115-072-000
8. 17-05-115-073-000
9. 17-05-115-074-000
10. 17-05-115-075-000

Address: 1220 N. Busworth Avenue, Chicago, IL 60642