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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 05/02/2018 10:03 AM PG: 1 OF 5

AMENDMENT TO MEMORANDUM OF LEASE

PREPARED BY AND WHEN RECORDED MAIL TO:

PNC Bank, National Association
Kristy Storms
Senior Counsel - PNC Realty Services
PNC Bank, National Association
300 Fifth Avenue (Mail Stop: PT-PTWR-19-1) Pittsburgh, PA 15222-2401
CTIC
Meyhan Gray
603 Stanwix Street, 19th Floor
Pittsburgh, PA 15222

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MADE as of the 9th day of March, 2018.

BY AND BETWEEN MELROSE PARK EQUITY, LLC, a Delaware limited liability company, MELROSE PARK INVESTMENTS, LLC, a Delaware limited liability company, NMC MELROSE PARK II, LLC, a Delaware limited liability company, and NMC GROVE MELROSE, LLC, a Delaware limited liability company, as tenants in common, together hereinafter referred to as "Landlord",

AND

PNC BANK, NATIONAL ASSOCIATION, a national banking association, hereinafter referred to as "Tenant".

WITNESSETH:

WHEREAS, Landlord's predecessor in interest and Tenant entered into a Ground Lease Agreement dated as of August 24, 2010 (as amended, the "Lease");

WHEREAS, Landlord's predecessor in interest and Tenant entered into a Memorandum of Lease dated August 24, 2010 with respect to the Lease, which Memorandum of Lease was recorded in the Cook County Recorder of Deeds' Office on August 30, 2010 at Document Number 1024231037; and

WHEREAS, Landlord and Tenant desire to amend the Memorandum of Lease to reflect a change in the name of the Landlord and the legal description of the Premises.

NOW, THEREFORE, intending to be legally bound, Landlord and Tenant hereby agree as follows with respect to the Memorandum of Lease:

- 1. All capitalized terms used but not defined herein shall have the meanings given to such terms in the Lease.
2. Section 1 of the Memorandum of Lease is hereby deleted in its entirety and replaced with the following:

Handwritten initials: S N, P 5, S N, M N, SC Y, E Y, INTAB

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"The name of the Landlord is Melrose Park Equity, LLC, Melrose Park Investments, LLC, NMC Melrose Park II, LLC and NMC Grove Melrose, LLC, as tenants in common."

- 3. Section 5 of the Memorandum of Lease is hereby deleted in its entirety and replaced with the following:

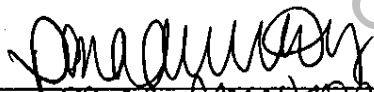
"The legal description of the Premises leased by Tenant as set forth in the Lease is as set forth on Exhibit A attached hereto and made a part hereof. The Premises is located in the Shopping Center known as Winston Plaza. A legal description of the Shopping Center is also set forth on Exhibit A hereto."

- 4. Exhibit A of the Memorandum of Lease is hereby deleted in its entirety and replaced with Exhibit A attached hereto and made a part hereof.

WITNESS the due execution hereof as of the date set forth above.

**TENANT:**

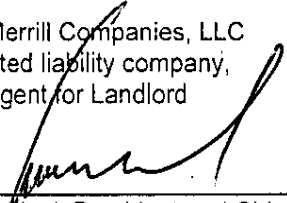
PNC Bank, National Association, a national banking association

By:   
 Name: Dana Armstrong  
 Its: vice president

**LANDLORD:**

Melrose Park Equity, LLC, a Delaware limited liability company,  
Melrose Park Investments, LLC, a Delaware limited liability company,  
NMC Melrose Park II, LLC, a Delaware limited liability company, and  
NMC Grove Melrose, LLC, a Delaware limited liability company,  
as tenants in common

By: NewMark Merrill Companies, LLC  
a California limited liability company,  
as authorized agent for Landlord

By:   
 Sanford D. Sigal, President and Chief Executive Officer

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COMMONWEALTH OF PENNSYLVANIA )  
 )  
 COUNTY OF ALLEGHENY )      SS:

On this, the 6th day of March, 2018, before me, a Notary Public, the undersigned officer, personally appeared Dana Ammons known to me (or satisfactorily proven), who acknowledged himself/herself to be the V.P. of PNC Bank, National Association, a national banking association, and that he/she, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said PNC Bank, National Association.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Helen Kundman  
 Notary Public

My commission expires: May 30 2020

COMMONWEALTH OF PENNSYLVANIA  
 NOTARIAL SEAL  
 Helen Kundman, Notary Public  
 City of Pittsburgh, Allegheny County  
 My Commission Expires May 3, 2020  
 MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

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1

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## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Los Angeles

On March 12, 2018, before me, Christine Chaffee, Notary Public  
(insert name and title of the officer)

personally appeared Winford D. Sigal  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Christie Chaffee (Seal)



Property Clerk's Office

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## EXHIBIT A LEGAL DESCRIPTION OF PREMISES AND SHOPPING CENTER

### Legal Description of Shopping Center

A PARCEL OF LAND IN THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 94.82 FEET SOUTH OF THE NORTH LINE OF AFORESAID SECTION 3 AND 33.0 FEET WEST OF THE EAST LINE OF AFORESAID SECTION 3, BEING THE INTERSECTION OF THE WEST LINE OF 9<sup>TH</sup> AVENUE AND THE SOUTH LINE OF NORTH AVENUE; THENCE NORTH 89 DEGREES 42 MINUTES 10 SECONDS WEST IN THE SOUTH LINE OF AFORESAID NORTH AVENUE, TO A POINT 95.68 FEET SOUTH OF AFORESAID NORTH LINE OF SECTION 3, A DISTANCE OF 1628.12 FEET, TO A POINT IN THE EAST LINE OF 14<sup>TH</sup> AVENUE AS SHOWN IN THE PLAT OF SUBDIVISION OF WINSTON PARK UNIT NUMBER 1 RECORDED JULY 6, 1955 AS DOCUMENT 16291419 IN PLAT BOOK 448 ON PAGES 22 AND 23; THENCE SOUTH 0 DEGREES 30 MINUTES WEST IN THE EAST LINE OF AFORESAID 14<sup>TH</sup> AVENUE A DISTANCE OF 855.28 FEET TO THE NORTHWEST CORNER OF LOT 1 IN AFORESAID WINSTON PARK UNIT NUMBER 1; THENCE SOUTHEASTERLY IN A NORTHERLY LINE OF AFORESAID WINSTON PARK UNIT NUMBER 1, BEING A CURVED LINE, CONVEX SOUTHWESTERLY, HAVING A RADIUS OF 1130.0 FEET, AN ARC DISTANCE OF 528.87 FEET TO A POINT OF TANGENCY WITH A LINE PARALLEL TO AND 1643.0 FEET NORTH OF THE SOUTH LINE OF THE AFORESAID NORTHEAST 1/4, AND BEING THE NORTH LINE OF AFORESAID WINSTON PARK UNIT NUMBER 1; THENCE EAST IN AFORESAID NORTH LINE OF UNIT NUMBER 1 A DISTANCE OF 700.01 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY IN A NORTHEASTERLY CURVED LINE OF AFORESAID UNIT NUMBER 1, CONVEX NORTHEASTERLY HAVING A RADIUS OF 520.0 FEET, AN ARC DISTANCE OF 493.51 FEET, TO THE NORTHEASTERLY CORNER OF LOT 26 IN AFORESAID WINSTON PARK UNIT NUMBER 1; THENCE NORTH 0 DEGREES 00 MINUTES EAST IN THE WEST LINE OF AFORESAID 9<sup>TH</sup> AVENUE A DISTANCE OF 1185.44 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

### Legal Description of Premises

THAT PART OF A PARCEL OF LAND KNOWN AS "WINSTON PARK SHOPPING CENTER" IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE 3RD PRINCIPAL MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 94.82 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 3 AND 33.00 FEET WEST OF THE EAST LINE OF SAID SECTION 3, BEING THE INTERSECTION OF THE WEST LINE OF 9TH AVENUE AND THE SOUTH LINE OF NORTH AVENUE;

THENCE WESTERLY ON A LINE (THE TERMINUS OF WHICH IS 95.68 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 3, AND 1628.12 FEET WEST OF THE POINT OF COMMENCEMENT) 892.64 FEET TO THE NORTHERLY EXTENSION OF THE WEST LINE OF THE LEASED PREMISES DESCRIBED IN THE MEMORANDUM OF LEASE RECORDED AUGUST 30, 2010 IN THE COOK COUNTY RECORDER OF DEEDS OFFICE PER DOCUMENT NUMBER 1024231037, BEING THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED;

THENCE EASTERLY ALONG THE FIRST DESCRIBED LINE, 203.74 FEET;  
THENCE SOUTHERLY AT RIGHT ANGLES TO THE FIRST DESCRIBED LINE, 169.85 FEET;  
THENCE WESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 180.74 FEET;  
THENCE NORTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 69.85 FEET;  
THENCE WESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 23.00 FEET TO THE WEST LINE OF SAID LEASED PREMISES;  
THENCE NORTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, BEING ALONG THE WEST LINE OF SAID LEASED PREMISES AND THE NORTHERLY EXTENSION OF SAID WEST LINE, 100.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Property Address: 1 Winston Plaza, Melrose Park, IL 60160-1519  
PIN: 15-03-211-004