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EDWARD H. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 12/02/2019 11:25 AM PG: 1 OF 9

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Prepared by:

PREPARED BY, AND UPON RECORDATION, RETURN TO:

Levenfeld Pearlstein, LLC
2 N. LaSalle St., Suite 1300
Chicago, Illinois 60602
Attn: Abraham Trieger, Esq.

STATE OF ILLINOIS)

MEMORANDUM OF LEASE)

COUNTY OF DUPAGE)

This Memorandum of Lease ("Memorandum") is made between NARI BLOOMINGDALE LLC, an Illinois limited liability company ("Landlord"), and SCHAUMBURG BANK & TRUST COMPANY, N.A., a national banking association ("Tenant").

1. Definitions. Landlord and Tenant agree that any capitalized terms not herein defined shall have the meanings given such terms in the Lease.

2. Premises. Landlord and Tenant entered into a Lease Agreement dated November 18, 2019 (the "Lease"), for the lease of that certain tract of land containing approximately 0.557 acres of real property (the "Land"), located in the retail/commercial center (the "Center"), 177-217 E. Army Trail Road, Glendale Heights, Illinois, located in the Northwest corner of the Bloomingdale Shopping Center, which center is legally described in Exhibit A attached hereto and incorporated herein by this reference, together with all buildings and other improvements, from time to time if any, located on the Land, and all rights, privileges, easements and appurtenances belonging or in any way pertaining to the Land (collectively, the "Premises").

3. Term. The Term of the Lease will commence on the Rent Commencement Date (as defined in the Lease), and will expire at 11:59 p.m. on the date that is the last day of the twentieth (20th) Lease Year.

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Tenant has the option to extend the Term of the Lease for four (4) successive, consecutive terms of five (5) years each.

4. Tenant's Exclusive. Landlord covenants and agrees that, during the Term, no portion of the Project (exclusive of the Premises) shall be leased or used (i) for the operation of a Financial Services Institution, (ii) for the installation, operation or maintenance of one or more ATMs, or (iii) for the operation of a currency exchange (subject to any existing lease), any business that provides check cashing services, or any business making title loans, payday loans or any short term loans by collateral or payday advances. Tenant's rights pursuant to the immediately preceding sentence is referred to in this Lease as ("Tenant's Exclusive Rights"). Tenant's Exclusive Rights shall apply to any Financial Services Institution that accepts FDIC deposits and generate loans, and shall also apply to (x) currency exchanges and (y) any business that provides check cashing services, and any business engaged in making title loans, payday loans or any short term loans by collateral or payday advances. Tenant's Exclusive Rights shall not apply to the tenants listed in Schedule I attached hereto and incorporated herein, and their respective successors, assigns or replacements whose lease for its premises in the Center exists as of the date of the Lease if, and to the extent, the lessees of such existing tenants and permit such tenants to operate their leased premises for any of Tenant's Exclusive Rights. Landlord shall not amend such existing leases or otherwise expand or alter the permitted use rights under such existing leases, if the effect of such amendment, would be to permit any tenant under any of the existing leases to operate any business which is included in Tenant's Exclusive Rights. As used in the Lease, the term "Financial Services Institution" shall mean any entity engaged in any one or more of the following activities: (i) operation of a commercial bank, savings bank, savings and loan association, credit union, mutual or thrift association, or any other institution that accepts deposits of money; (ii) operation of any sort of automated teller machine; remote/off-site teller machine, cash dispensing machine, or other similar machine; (iii) operation of a stock brokerage firm; (iv) operation of a mortgage broker; (v) operation of a finance company, mortgage company or any other institution that lends money; (vi) investment banking; (vii) private banking; (viii) wealth management services; (ix) insurance brokerage; and (x) any other financial services or products Tenant is permitted to offer by law.

5. Prohibited Uses. Landlord covenants and agrees that, during the Term, no portion of the Project shall be leased or used for any of the Prohibited Uses. The Prohibited Uses are listed on Exhibit B attached hereto and made a part hereof.

6. Right of First Refusal. Section 59 of the Lease grants Tenant a right of first refusal to purchase the Premises.


6. Miscellaneous. This Memorandum is subject to all of the terms and conditions set forth in the Lease, which agreement is incorporated herein by reference and made a part hereof, as fully as though copied verbatim herein. In the event of a conflict between this Memorandum and the actual Lease, the Lease shall prevail.

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In witness whereof, the parties have executed this Memorandum on the dates set forth below.

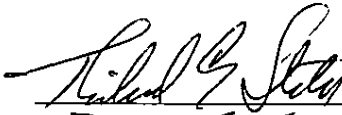
LANDLORD:

NARE BLOOMINGDALE LLC,
an Illinois limited liability company

By: 
 Name: Savas ER
 Title: Manager
 Date: 11/18/19

TENANT:

SCHAUMBURG BANK & TRUST COMPANY, N.A.,
a national banking association

By: 
 Name: RICHARD E. STILES
 Title: CRO + PRESIDENT
 Date: 11/22/19

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SCHEDULE 1

TENANTS' EXCLUSIVE RIGHTS

Tenant:	Unit	Use:	Exclusive Use:
1. Bloomingdale Currency Exchange Inc.	163	Currency exchange	None
2. Starbucks	165	Tenant may use and occupy the Premises and drive-thru lanes/outdoor seating area for any lawful retail or restaurant use, including, without limitation, the sale of beer, wine and/or spirits.	<p>Landlord shall not use or allow any other person or entity (except Tenant) to use any portion of the Building for the sale of: (a) whole or ground coffee beans, (b) espresso, espresso-based drinks or coffee-based drinks, (c) tea or tea-based drinks, (d) brewed coffee (e) blended beverages, and (f) beer, wine or spirits. Notwithstanding the foregoing:</p> <p>(i) Other tenants in the Shopping Center may sell brewed coffee or brewed tea which is neither (i) gourmet, nor (ii) brand identified. For purposes of this Lease, "gourmet" shall be defined as: (a) beverages made using Arabica beans or (b) sourced from a gourmet coffee brand such as Coffee Bean & Tea Leaf, Intelligentsia, Peets, Caribou or other coffee purveyor. For purposes of this Lease, "brand identified" shall mean beverages advertised or marketed within the applicable retail space using a brand name.</p> <p>(ii) Anchor tenants occupying at least twenty thousand (20,000) contiguous square feet operating under a single trade name and full-line grocery store tenants occupying at least ten thousand (10,000) contiguous square feet operating under a single trade name shall not be subject to Tenant's exclusive so long as any such anchor or grocery store tenant at all times occupies and operates out of the foregoing minimum square footage, does not have a separate entrance or exterior signage for the sale of Tenant's exclusive items, or otherwise advertises, in a manner visible from the exterior of such tenant's space, the sale of Tenant's exclusive items.</p>
3. Walter E. Smith Furniture Inc.	167	Retail sales of furniture, providing design services, training design professional and	Lessor shall not enter into a lease concerning any other portion of the Property with any other business

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		other employees or prospective employees of Lessee, offices ancillary to the retail, design and training uses and any and all other activities consistent with Lessee's business.	whose expressed primary purpose (use) is retail sales of furniture.
4. Tracy's Bistro	183	Retail sale of alcohol and gaming	Tenant shall have the exclusive right to operate its sale of alcohol and gaming within the shopping center.
5. The Great Indian Cafe	185	Retail sale of Indian Vegetarian Fast Food with Indian Cuisine.	Tenant shall have the exclusive right to operate its sale of Indian Vegetarian Fast Food with Indian Cuisine within the shopping center.
6. VACANT	191	None	None
7. Bichhang Nguyen d/b/a AAA Nail, Hair and Tanning Salon	193-195	Nail Hair and Tanning Salon	None
8. Subway Real Estate Corp. (Subway)	197	On and Off premises consumption of Subway menu items.	Submarine type sandwiches
9. KMJ Barbecue Inc.	199	Caribbean Barbecue and Asian Fusion Restaurant	None
10. Aldi Inc.	203	Operation of a limited assortment retail food store and for any other lawful purposes compatible with the Shopping Center	Landlord shall not use or occupy, or permit the use of or occupancy for the operation of a retail food store. The term "retail food store" shall include, without limitation, a supermarket, meat market, grocery store, fruit and vegetable store or stand, frozen or otherwise processed food store and any store where more than fifty (50) food items are sold for off-premises consumption. "Retail food store" shall not include delicatessen, drug store or lunch room wherein prepared food is sold for on-premises consumption or for "take-out" consumption. Further, no portion of the Shopping Center shall be owned, controlled, leased, used or occupied for the conduct of a food market or food department that exceeds five thousand (5,000) square feet in any department, store or variety store occupying or using any part of the Shopping Center.
11. Americash Loans, LLC	205	Short term loans and any related or ancillary service allowed by the Dept. of Financial Institutions (DFI) or similar authority.	None
12. Patrick Chae d/b/a Let's Talk Wireless	207	Sales and services of telecommunication products, TDMA, CDMA, analog phones, cellular phones, pagers, and accessories.	None
13. Dr. Tahseen Moinuddin d/b/a Glendale Medical Center	209	Operation of chiropractic, MD, DC, PT physician's office	None

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14. Rolling in the Dough, Inc., d/b/a Domino's Pizza	211	Quick service pizza restaurant for the preparation, consumption, dine-in and delivery of pizza, sandwiches, salads, chicken items, pastas and related foods and beverages and those items customarily sold, either now or in the future, in a Domino's Pizza Store or other similar enterprise or establishment.	Landlord shall not permit, directly or indirectly, within 500 feet of the leased premises in any building owned, leased or controlled by Landlord, another quick service pizza restaurant that offers pizza delivery, carryout, dine-in or take & bake methods of sale.
15. Esha T. Patel, d/b/a State Farm	213	Solely for the purpose of an insurance agency	Lessor shall not lease to another tenant which conducts the same or similar business activities provided by the Lessee
16. AASB, Inc., d/b/a Beauty by Shabana	215	Hair Salon	None
17. Mutual Traders, LLC, d/b/a American Smoke and Vape	217	Retail sale of Tobacco products.	None

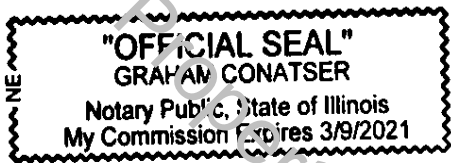
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STATE OF ILLINOIS)
)
COUNTY OF COOK)

LANDLORD

The foregoing instrument was acknowledged before me on November 18, 2019, by SAVAS ER, the Manager of NARE BLOOMINGDALE LLC, an Illinois limited liability company, on behalf of the limited liability company, who is personally known to me ~~or who has~~ produced _____ as identification.



[Signature]
Name: Graham Conatser
NOTARY PUBLIC, State of Illinois

(SEAL)

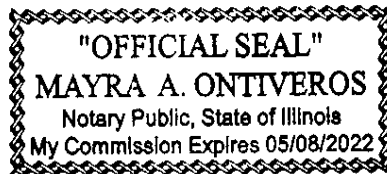
STATE OF ILLINOIS)
)
COUNTY OF COOK)

TENANT

The foregoing instrument was acknowledged before me on November 22, 2019, by RICHARD F. STILES CEO, PRESIDENT of SCHAUMBURG BANK & TRUST COMPANY, N.A., a national banking association on behalf of the association, who is personally known to me or who has produced _____ as identification.

[Signature]
Name: MAYRA A. ONTIVEROS
NOTARY PUBLIC, State of Illinois

(SEAL)



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EXHIBIT A TO MEMORANDUM OF LEASE

LEGAL DESCRIPTION OF THE CENTER

PARCEL 1:

LOTS 1 AND 2 IN PREMIUM ESPRESSO FIRST RESUBDIVISION, BEING A RESUBDIVISION OF LOTS 1 AND 2 OF PREMIUM ESPRESSO SUBDIVISION IN THE SOUTH 1/2 OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 5, 2016 AS DOCUMENT NUMBER R2016-000992, IN DUPAGE COUNTY, ILLINOIS.

02-22-304-037

02-22-304-037

PARCEL 2:

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 FOR INGRESS, EGRESS, PARKING, MAINTENANCE, USE AND ENJOYMENT AS CREATED BY AMENDED AND RESTATED EASEMENT AGREEMENT FOR INGRESS AND EGRESS AND PARKING RECORDED AS DOCUMENT NUMBER. R2012-075873.

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EXHIBIT B TO MEMORANDUM OF LEASE

PROHIBITED USES

No theatre, bowling alley, billiard parlor, nightclub or other place of recreation or amusement, or any business serving alcoholic beverages for on premises consumption (other than as a part of a restaurant), shall occupy, use or operate within any space in the Center, other than tenants of the Center under their lease in effect as of the date of the lease (so long as the same shall remain in effect or any extensions or renewals thereof). In addition, subject to the rights of tenants of the Center under their respective leases in effect as of the date of the lease (so long as the same shall remain in effect or any extensions or renewals thereof), the Center shall not be used in whole or in part for any one or more of the following uses:

- (1) Any pool or billiard room;
- (2) Any bar or tavern (except as a part of a use that is primarily a restaurant use not restricted above);
- (3) Any type of night club or discotheque;
- (4) Any type of so called "head shop";
- (5) Any business engaged in the sale, display or showing of pornographic movies, pornographic literature or pornographic video products;
- (6) Any adult bookstore or adult video tape and/or adult DVD store;
- (7) Any gambling establishment, off-track betting, or other similar gambling or gaming business;
- (8) Any facility which stores or holds out for sale or lease automobiles, trucks, trailers or recreational vehicles;
- (9) An auditorium, meeting hall, banquet hall or similar place of public assembly;
- (10) A dance hall;
- (11) Any flea market;
- (12) Any operation primarily used as a warehouse operation which assembles, manufactures, distills, processes, or refines, or an agricultural operation, or any mobile home park, trailer court, junkyard or stock yard;
- (13) A facility for animal raising, boarding or breeding (except that this provision shall not prohibit pet shops, pet grooming or veterinarian clinics);
- (14) Mortuary or funeral home;
- (15) An auction house operation;
- (16) Intentionally omitted.
- (17) Any residential use;
- (18) Any self-storage facility (not however restricting storage or warehouse use in connection with an otherwise permitted use at the Center); and/or
- (19) Any industrial use or manufacturing.