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Karen A. Yarbrough  
Cook County Clerk  
Date: 12/22/2022 11:59 AM Pg: 1 of 6

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**Prepared by and Return to:**  
Thompson Hinc LLP  
300 Key Center  
127 Public Square  
Cleveland, Ohio 44114-1291  
Attention: James B. Aronoff, Esq.

**Property Addresses:**  
1 West Wacker Drive and 35 West Wacker Drive  
Chicago, Illinois 60601  
PIN: 17-09-426-031-0000 (Parcel A)  
PIN: 17-09-426-033-0000 (Parcel B)

## MEMORANDUM OF LEASE

This MEMORANDUM OF LEASE (this "**Memorandum**"), dated as of 15<sup>th</sup> day of December, 2022 (the "**Effective Date**"), is by and between **CWI CHICAGO HOTEL, LLC**, a Delaware limited liability company, having an address at c/o Brookfield Property Group, Brookfield Place, 250 Vesey Street, 15<sup>th</sup> Floor, New York, New York, 10281-1023 ("**Lessor**") and **CHICAGO HOTEL OPERATOR, LLC**, a Delaware limited liability company, having an address at c/o Brookfield Property Group, Brookfield Place, 250 Vesey Street, 15<sup>th</sup> Floor, New York, New York, 10281-1023 ("**Lessee**").

Lessor and Lessee hereby acknowledge the following:

1. **Lease**. Lessor and Lessee have entered into a certain Second Amended and Restated Operating Lease Agreement, dated as of December 15, 2022, and effective as of October 1, 2022 (the "**Lease**"), whereby Lessor leased to Lessee a hotel building including approximately 553 guest rooms and offering lodging and other services or amenities, commonly known as the "Renaissance Chicago Downtown Hotel" (the "**Premises**") with a street addresses of 1 West Wacker Drive and 35 West Wacker Drive, Chicago, Illinois 60601, and which is more particularly described in **Exhibit A** attached hereto and made a part hereof (the "**Property**"). The Lease amends, restates and replaces in its entirety that certain unrecorded Operating Lease between CWI Chicago Hotel, LLC and Chicago Hotel Operator, Inc., as disclosed by that certain Operating Lease Subordination and Attornment Agreement dated as of December 20, 2013 and recorded December 24, 2013 as Document Number 1335816034.

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2. Capitalized Terms. Capitalized terms used and not defined herein have the meaning ascribed to them in the Lease.
3. Term. The initial term of the Lease commences October 1, 2022 and expires on December 31, 2025 (the "Term").
4. Adjournment Options. Lessor and Lessee each, individually, have the right to adjourn the Lease Expiration Date (as defined in the Lease) for additional one (1) year terms until November 9, 2028 by providing the other party with written notice at least (30) days' prior to the Lease Expiration Date.
5. Notices. Notices shall be given to the parties to the Lease in writing and shall be deemed to have been given and received for all purposes when delivered in person or by Federal Express or other reliable 24-hour delivery service or five (5) business days after being deposited in the United States mail, by registered or certified mail, return receipt requested, postage prepaid, addressed to the other party at its address stated in the Preamble of this Memorandum, or when delivery is refused. Notices sent to Lessor shall be to the attention of CWI Chicago Hotel, LLC, c/o Brookfield Property Group, Brookfield Place, 250 Vesey Street, 15<sup>th</sup> Floor, New York, NY, 10281-1023; and Notices sent to Lessee shall be to the attention of Chicago Hotel Operator, LLC, c/o Brookfield Property Group, Brookfield Place, 250 Vesey Street, 15<sup>th</sup> Floor, New York, NY, 10281-1023. A copy of any notice given by Lessee to Lessor shall simultaneously be given by Lessee to Fried, Frank, Harris, Shriver & Jacobson, One New York Plaza, New York, New York 10004, Attention: Laurinda Martins, Esq. For the purposes of this Article, any party may substitute another address stated above (or substituted by a previous notice) for its address by giving fifteen (15) days' notice of the new address to the other party, in the manner provided above.
6. Conflicts. In the event of any conflict between the terms of this Memorandum and the terms of the Lease, the provisions of the Lease shall control.
7. Counterparts. This Memorandum may be executed in multiple counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.
8. Constructive Notice. This Memorandum has been executed and recorded as constructive notice of the Lease in lieu of recording the Lease itself. This Memorandum is not intended to modify, limit, or otherwise alter the terms, conditions, or provisions of the Lease. This Memorandum may be removed of record by either party upon the expiration or earlier termination of the Lease.

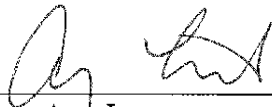
[SIGNATURES CONTAINED ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, the parties hereto have executed this Memorandum under seal as of the Effective Date.

**LESSOR:**

**CWI CHICAGO HOTEL, LLC,**  
a Delaware limited liability company.

By:   
Name: Amy Lancaster  
Title: President


(COMPANY SEAL)

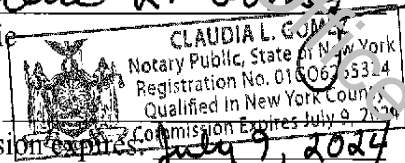
STATE OF NEW YORK )  
  )  
COUNTY OF New York )

SS

On the 22 day of November, 2022, before me, the undersigned Notary Public in and for said state, personally appeared Amy Lancaster, in her capacity as President, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the individual, or the entity upon behalf of which the individual acted, executed this instrument.

WITNESS my hand and official seal.

  
Notary Public  
Print Name: CLAUDIA L. GOMEZ  
My commission expires July 9, 2024



(Seal)


[Signatures Continue on Following Page]

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IN WITNESS WHEREOF, the parties hereto have executed this Memorandum under seal as of the Effective Date.

**LESSEE:**

**CHICAGO HOTEL OPERATOR, LLC,**  
a Delaware limited liability company.

By:   
Name: Amy Lancaster  
Title: President

(COMPANY SEAL)

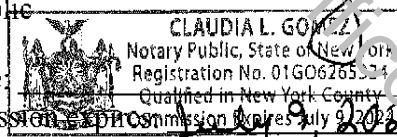
STATE OF NEW YORK )  
COUNTY OF new york )

On the 22 day of November, 2022, before me, the undersigned Notary Public in and for said state, personally appeared Amy Lancaster, in her capacity as President, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument, the individual, or the entity upon behalf of which the individual acted, executed this instrument.

WITNESS my hand and official seal.

Claudia L. Gomez  
Notary Public

Print Name: CLAUDIA L. GOMEZ  
My commission expires July 9, 2024



(Seal)

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## EXHIBIT A

### Legal Description

#### PARCEL A:

LOT 2 IN THE LEO BURNETT RESUBDIVISION OF A TRACT OF LAND IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 15, 1990 AS DOCUMENT 90117294.

ALSO KNOWN AS: THE EAST HALF, BY AREA, OF A TRACT OF LAND CONSISTING OF ALL LOTS AND ALL STREETS AND ALLEYS WITHIN ONE BLOCK 16 OF ORIGINAL TOWN OF CHICAGO IN THE EAST PART OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH A STRIP OF LAND, LYING EAST OF AND ADJOINING SAID BLOCK 16 AND WEST OF THE WEST LINE OF STATE STREET AS ESTABLISHED BY AN ACT OF THE LEGISLATURE OF THE STATE OF ILLINOIS, APPROVED MARCH 3, 1845, IN COOK COUNTY, ILLINOIS, BOUNDED AS FOLLOWS: BEGINNING ON THE SOUTH LINE OF WACKER DRIVE, AT A POINT 161.73 FEET EAST OF THE INTERSECTION OF SAID SOUTH LINE WITH THE EAST LINE OF DEARBORN STREET; THENCE EAST ALONG SAID SOUTH LINE, A DISTANCE OF 161.90 FEET, TO THE WEST LINE OF STATE STREET; THENCE SOUTH ALONG SAID WEST LINE, A DISTANCE OF 310.64 FEET TO THE NORTH LINE OF LAKE STREET; THENCE WEST ALONG SAID NORTH LINE, A DISTANCE OF 162.21 FEET, TO A POINT 161.72 FEET EAST OF THE INTERSECTION OF SAID NORTH LINE WITH THE EAST LINE OF SAID DEARBORN STREET; THENCE NORTH ALONG A STRAIGHT LINE PARALLEL WITH SAID EAST LINE OF DEARBORN STREET, A DISTANCE OF 311.25 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

AND BEING THE SAME AS:

#### MEASURED LEGAL DESCRIPTION:

LOT 2, LEO BURNETT RESUBDIVISION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, CITY OF CHICAGO, COOK COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 310.64 FEET; THENCE NORTH 89 DEGREES 00 MINUTES 00 SECONDS WEST, 162.21 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 34 SECONDS EAST, 311.25 FEET; THENCE SOUTH 88 DEGREES 46 MINUTES 56 SECONDS EAST, 161.90 FEET TO THE POINT OF BEGINNING.

#### PARCEL B:

THOSE INTERIOR PORTIONS OF THE PREMISES ON FLOORS 2 AND 3 INCLUSIVE IN THE OFFICERETAIL BUSTLE (AS DEFINED IN THE LEASE) AS DESIGNATED ON THE PLANS ATTACHED AS EXHIBIT B TO THE LEASE, LOCATED ON THE FOLLOWING DESCRIBED PROPERTY:

LOT 4 IN THE LEO BURNETT RESUBDIVISION OF A TRACT OF LAND IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT

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THEREOF

RECORDED MARCH 15, 1990 AS DOCUMENT 90117294, AS SET FORTH IN SECTION 1 OF THE MEMORANDUM OF LEASE RECORDED NOVEMBER 10, 2003 AS DOCUMENT 0331431117.

AND BEING THE SAME AS:

THOSE INTERIOR PORTIONS OF THE PREMISES ON FLOORS 2 AND 3 INCLUSIVE IN THE OFFICERETAIL BUSTLE (AS DEFINED IN THE LEASE) AS DESIGNATED ON THE PLANS ATTACHED AS EXHIBIT B TO THE LEASE, LOCATED ON THE FOLLOWING DESCRIBED PROPERTY:

THOSE PORTIONS OF LOTS 1, 3 AND 4 IN THE LEO BURNETT RESUBDIVISION OF A TRACT OF LAND IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 15, 1990 AS DOCUMENT 90117294, AS SET FORTH IN SECTION 1 OF THE MEMORANDUM OF LEASE RECORDED NOVEMBER 10, 2003 AS DOCUMENT 0331431117.

A.P.N. 10-27-400-008 and 17-09-426-033-0000 and 17-09-426-031-0000