This document was prepared by and upon recording return to:

Michael A. Moynihan, Esq. Smith, Gambrell & Russell, LLP 311 S. Wacker Drive, Suite 3000 Chicago, Illinois 60606 Doc#. 2313745004 Fee: \$98.00

Karen A. Yarbrough Cook County Clerk

Date: 05/17/2023 09:10 AM Pg: 1 of 7

MEMORANDUM OF LEASE

This Memorandum of Lease ("Memorandum"), dated as of May 2, 2023, is made by and between Maynard-2934 N. Mily aukee LLC, a Delaware limited liability company ("Maynard") and C-K Sun Valley LLC, a Delaware limited liability company ("C-K"), as tenants in common (collectively, "Landlord"), and JPMorgan Chase Bank, National Association, a national banking association ("Tenant")

RECITALS:

- A. By that certain Lease Agreement, lated as of May 2, 2023 ("Lease"), by and between Landlord and Tenant, Landlord leased to Tenant and Tenant leased from Landlord, upon and subject to the terms and provisions contained in the Lease, certain premises ("Premises"), which Premises is cross-hatched on the Site Plan which is attached hereto as Exhibit B and incorporated herein by reference, in the property ("Property") known and described as 2934 N. Milwaukee Avenue, Chicago, Illinois, as more particularly described to Exhibit A attached hereto and made a part hereof.
- B. Landlord and Tenant desire to execute and record this Nembrandum for the purpose of giving notice of the existence of the Lease.
- C. Unless otherwise provided herein, all capitalized words and terms in this Memorandum shall have the same meanings ascribed to such words and terms as in the Lease.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Premises.

For and in consideration of the rents reserved and of the covenants and agreements contained in the Lease, Landlord has leased unto Tenant and Tenant has leased from Landlord the Premises within the Property.

2. Term.

The initial Term of the Lease is for a period commencing on the Commencement Date, and expiring one hundred eighty (180) months following the first day of the calendar month immediately following the month containing the Rent Commencement Date (unless the Commencement Date is the first day of a calendar month, in which event the Term shall end one hundred eighty (180) months following the Commencement Date), unless the Lease (a) shall sooner end and terminate as provided in the Lease, or (b) be extended pursuant to the option periods provided in Section 2.3 of the Lease, at a rental and upon the terms, provisions, covenants and conditions set forth in the Lease.

3. Permitted Use.

Tenant may use the Premises for a full service financial institution, including banking, mortgage lending, insurance, securities services, ATM service to the extent permitted by Section 1 of the Lease (including within the Common Areas to the extent herein provided), savings and loan, financial services organization, pay day loan company (or other commercial or personal lender), trust company, credit card company, and mortgage company, and ancillary services related thereto which JPMorgan Chase Bank, National Association and its affiliates are, as of the Effective Date, authorized by law to engage in.

4. Exclusive Use.

Landlord covenants and agrees that so long as Tenant is open for business in the Premises (except for Permitted Closures) and engaged in the Permitted Use, Landlord shall not permit any person or entity to use any portion of the Building or the Property (other than the Premises) for any use which constitutes all or a portion of the Permitted Use throughout the Term of this Lease and any extensions thereof.

5. Memorandum of Lease.

This Memorandum is executed for the purposes of giving notice of the existence of the Lease. The Lease is deemed to be a material part hereof as though set forth in length herein. Whenever a conflict of provisions between this Memorandum and the Lease shall occur, the provisions of the Lease shall govern. This Memorandum may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6. Miscellaneous.

Upon the expiration or earlier termination of the Lease, this Memorandum of Lease shall automatically terminate without further act of the parties hereto, and upon request by Landlord, Tenant shall execute any documents reasonably required to evidence such termination and to remove any exceptions to Landlord's title resulting from the Lease. If Tenant fails to so execute any such documents, then Tenant irrevocably constitutes and appoints Landlord as Tenant's agent and attorney-in-fact to execute and deliver such documents, which appointment includes full power of substitution and shall be deemed to be coupled with an interest.

Property of Cook County Clark's Office [Signature Page Follows]

UNOFFICIAL CC

IN WITNESS WHEREOF, Landlord and Tenant have caused this Memorandum to be

executed as of the day and year first above writter	1.
	<u>LANDLORD</u> : (the following entities as tenants in common)
	Maynard-2934 N. Milwaukee LLC, a Delaware limited liability company
	By: Coulokoenigsberg
	Its: Authoritald Signatory
STATE OF New York §	
COUNTY OF NASSW §	
Ox	. In
BEFORE ME, the undersigned authority	
personally appear Crain Keenigsberg, Ath	aited Signatory of Maynard-2934 N.
Milwaukee LLC, a Delaware limited Lability con	
stated that they executed same on behalf of said i	mited liability gompany.
ANTOINETTE SCARANGELLA	months have
Notary Public-State of New York	MILL AND THE
No. 01SC6354068	Notary Public, State of Vel 1 1016
Qualified in Suffolk County Commission Expires February 6, 2025	*/2×.
•	
	C-K Sun Valley LLC,
	a Delaware limited liability company
	By: Cay
	Print Name: Craft, Koenissberg Its: Alhoritea Signatory
	Its: Huthorited Signatory
March de	1/2.
STATE OF NW YOPK §	
STATE OF New York § COUNTY OF NOW YOR §	
BEFORE ME, the undersigned authority personally appear (MI) (1001	y, on this 10th day of MAY, 2023, did
personally appearing another . Anthor	of C-K Sun Valley LLC, a
Delaware limited liability company, who acknow	owledged this instrument and stated that they

d a y executed same on behalf of said limited liability company.

ANTOINETTE SCARANGELLA Notary Public-State of New York No. 01SC6354068 Qualified in Suffolk County Commission Expires February 6, 2025

[signatures continue on following page]

Notary Public, State of Viu

TENANT:

JPMorgan	Chase B	ank, Natio	nal
Association	. a natio	ial hanking	association

By: der Weskell
Its: Exer Dir.

STATE OF STATE OF S



James P. McMaken II Notary Public, State of Ohio My Commission Expires 09-29-26

Notary Public, State of OS-25-26

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LOTS 1, 2, 3, 4, 5, 6 AND 7 IN BLOCK 1 IN WILLIAM E. HATTERMAN'S MILWAUKEE AVENUE SUBDIVISION IN BRAND'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address commonly known as: 2934 N Milwaukee Ave Chicago, IL 60618 2)22-001-1.
OPECOOPECOUNTY CLERK'S OFFICE

PIN#: 13-26-222-001-0000

EXHIBIT B

SITE PLAN

