

# UNOFFICIAL COPY



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Cook County Recorder of Deeds  
Date: 03/24/2006 01:29 PM Pg: 1 of 4

Prepared by and  
When Recorded Return To:  
Daniel A. Lukas  
Structured Development, LLC  
656 West Randolph Street  
Suite 400W  
Chicago, Illinois 60661



## MEMORANDUM OF LEASE (Chicago, Illinois – Blackhawk & Halsted)

**THIS MEMORANDUM OF LEASE**, dated this 3rd day of March, 2006, between **BLACKHAWK/HALSTED, LLC**, an Illinois limited liability company, having its principal office at 656 West Randolph Street, Suite 400W, Chicago, Illinois 60661 ("**Landlord**"), and **BRITISH SCHOOL OF CHICAGO, LLC**, a Delaware limited liability company, having its principal office at 4715 16<sup>th</sup> Street, NW, Washington, DC 20011 (herein referred to as "**Tenant**").

### WITNESSETH:

- 1. DEMISED PREMISES.** Landlord and Tenant have entered into a Lease Agreement dated March 3rd, 2006 (the "**Lease**"), pursuant to which Tenant has leased from Landlord certain premises (the "**demised premises**") consisting of approximately Seventy-Four Thousand (74,000) square feet of net leasable area. The demised premises are located in and being a part of a Mixed Use retail and commercial facility (the "**Property**"), located at the northeast corner of Eastman Avenue and Dayton Street, in Chicago, Illinois, and legally described on **Exhibit A**.
- 2. TERM - OPTIONS.** The initial term of the Lease commences upon the Effective Date, and terminates on the date that is the last day of the month that is fifteen years and four months following the Delivery Date (as such term is defined in **Paragraph 3D** of the Lease); provided, however, that the Tenant has two (2) successive option periods to extend the term of the Lease for an additional period of ten (10) years for each option.
- 3. RIGHT OF FIRST OPTION.** Section 27 of the Lease provides Tenant a right of first option to purchase the Premises or the Building in which the Premises is situated in the event Landlord desires to sell the Premises or the Building at any time during the Term or any Extension Period.
- 4. RESTRICTIVE USE COVENANT.** Section 28 of the Lease contains a restrictive use covenant by which Landlord agrees, for itself and all future owners of the Building, that for so long as Tenant is operating an educational facility in the Premises, neither Landlord nor its successors or assigns shall lease, rent or allow occupancy of space in the Building (or any other building immediately adjacent to the Building owned or controlled by Landlord) to taverns, liquor stores, drinking establishments (not primarily engaged in the sale of food), movie theaters, amusement parks, pool halls, game arcades, or retail establishments which primarily sell adult books, videos, or other adult-oriented other items, including lingerie without the prior written consent of the Tenant.
- 5. PURPOSE.** The sole purpose of this instrument is to give notice of the Lease and all of its terms, covenants and conditions to the same extent as if the Lease were fully set forth herein. This instrument

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Lawyers Unit # 11344 Case #

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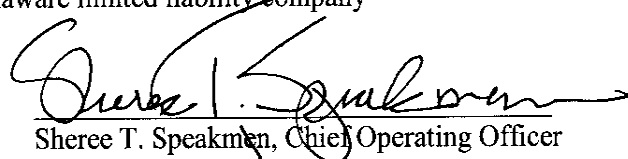
shall in no way amend or be used to interpret the Lease, and in the event of any conflict or inconsistency between any of the terms and conditions of this Memorandum and any term and/or condition of the Lease, the term and/or condition of the Lease shall govern and control. All covenants and agreements of this Memorandum and the Lease shall run with the land until such time as the Lease is terminated. A full and complete copy of the Lease is on file at the offices of Landlord and Tenant.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the day and year first above written.

TENANT:

BRITISH SCHOOL OF CHICAGO, LLC  
a Delaware limited liability company

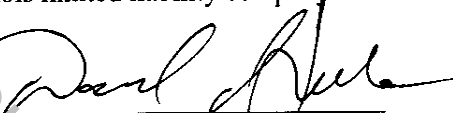
By:

  
Sheree T. Speakman, Chief Operating Officer

LANDLORD:

BLACKHAWK/HALSTED, LLC,  
an Illinois limited liability company

By:

  
Daniel A. Lukas, Manager

Property of Cook County Clerk's Office

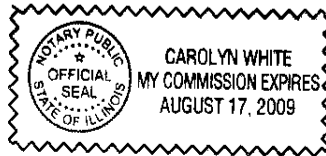
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STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF COOK        )

I do hereby certify that on this 3<sup>rd</sup> day of March, 2006, before me, a notary public in and for the County and State aforesaid, and duly commissioned, personally appeared Daniel A. Lukas, known to me to be the Manager of Blackhawk/Halsted, LLC, who, being by me duly sworn, did depose and say that, on behalf of said entity and by authority of its governing documents, he signed, and delivered said instrument for the uses and purposes therein set forth, as his free and voluntary act, and that he signed his name thereto by like order.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the 3<sup>rd</sup> day of March, 2006.

*Carolyn White* Notary Public  
My Commission expires:

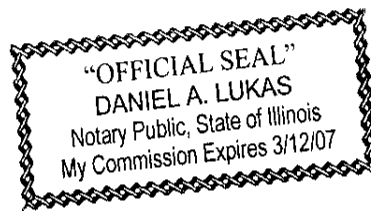


STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF COOK        )

I do hereby certify that on this 3<sup>rd</sup> day of March, 2006, before me, a notary public in and for the County and State aforesaid, and duly commissioned, personally appeared Sheree T. Speakman, known to me to be the Chief Operating Officer of British School of Chicago, LLC, who, being by me duly sworn, did depose and say that, on behalf of said entity and by authority of its governing documents, she signed, and delivered said instrument for the uses and purposes therein set forth, as his free and voluntary act, and that he signed his name thereto by like order.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the 3<sup>rd</sup> day of March, 2006.

*Daniel Lukas* Notary Public  
My Commission expires:



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## Exhibit A Legal Description

ALL OF LOTS 12,13, 25, AND 26, THE SOUTHERN 17.47' OF LOTS 11 AND 24 AND THE SOUTH 76.33' OF THE VACATED ALLEY WEST OF AND ADJOINING LOTS 11, 112 AND 13 ALL IN J.A. YALE'S RESUBDIVISION OF BLOCK 59 IN ELSTON'S ADDITION TO CHICAGO (HERETOFORE VACATED AS TO SAID LOTS AND SAID BLOCK 59 IN ELSTON'S ADDITION TO CHICAGO) IN THE NORTHEAST  $\frac{1}{4}$  OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

17-05-219-002  
17-05-219-003  
17-05-219-005  
17-05-219-006

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