

UNOFFICIAL COPY



Doc#: 1005722062 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/26/2010 01:42 PM Pg: 1 of 6

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "Memorandum"), dated as of the 22nd day of December 2009, is made by and among 3350 N. KEDZIE, LLC, an Illinois limited liability company ("Landlord"), and Winebow, INC., a New Jersey corporation ("Tenant");

RECITALS

A. Landlord is the fee simple title owner of that certain parcel of property commonly known as 3350 North Kedzie Avenue, Chicago, Illinois, legally described on Exhibit A attached hereto and made a part hereof (the "Premises").

B. Landlord and Tenant have entered into that certain Warehouse/Industrial Building Lease dated December 22, 2009 (the "Lease"), pursuant to which Landlord has agreed to lease to Tenant the Demised Premises which are included within the Premises and more particularly described in the Lease, upon the terms and conditions set forth in the Lease.

C. Landlord and Tenant desire to set forth certain terms and provisions contained in the Lease in this Memorandum for recording purposes.

NOW, THEREFORE, for and in consideration of the rents reserved and the covenants and conditions set forth in the Lease, Landlord and Tenant do hereby covenant, promise and agree as follows:

1. Definitions. Capitalized terms used herein which are not otherwise defined herein shall have the respective meanings ascribed to them in the Lease.

2. Grant of Lease. Pursuant to the Lease and this Memorandum, Landlord hereby promises and leases to Tenant and Tenant hereby leases from Landlord the Premises upon the terms and conditions set forth herein and in the Lease.

3. Commencement Date. The Term shall commence on February 1, 2010.

4. Expiration Date. The Term of the Lease shall expire, unless sooner terminated or unless extended or renewed as provided herein and therein, on January 31, 2015.

5. Rent. The Rent due and payable from Tenant to Landlord for the Term of the Lease and any extension term shall be determined and shall be payable pursuant to the terms and provisions of the Lease.

UNOFFICIAL COPY

6. Renewal Options. Tenant shall have and is hereby granted three (3) consecutive Renewal Options to extend the Term of two (2) years each, subject to and on such terms and conditions set forth in the Lease.

7. Right of First Offer. Tenant shall have and is hereby granted a Right of First Offer pursuant to the terms and provisions of the Lease.

(signature page follows)

Property of Cook County Clerk's Office

UNOFFICIAL COPY

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum as of the date first written above.

LANDLORD:

TENANT:

3350 N. KEDZIE, LLC,
an Illinois limited liability company

WINEBOW, INC.,
a New Jersey Corporation

By: Alfred G. McConnell
Name: Alfred G. McConnell
Title: Managing Member

By: Scott Ades
Name: Scott Ades
Title: Executive Vice-President

This instrument was prepared by
and after recording should be returned to:

Robert M. Wigoda
Wigoda & Wigoda
444 North Michigan Avenue
Suite 2600
Chicago, Illinois 60611

UNOFFICIAL COPY

STATE OF NEW JERSEY)
) SS.
COUNTY OF BERGEN)

The undersigned, a Notary Public in and for the County and State aforesaid, does hereby certify that Scott Ades, as Executive Vice-President of Winebow, Inc., a New Jersey corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered said instrument as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 18 day of ~~December 2009~~ ^{JANUARY, 2010}.

Patricia H. Patterson
Notary Public

PATRICIA H. PATTERSON
Notary Public, State of New Jersey
No. 2179000
Qualified in Bergen County
Commission Expires June 19, 2010

Property of Cook County Clerk's Office


UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

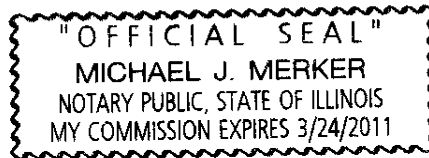
The undersigned, a Notary Public in and for the County and State aforesaid, does hereby certify that Alfred G. McConnell, as authorized signatory of 3350 N. KEDZIE, LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered said instrument as his free and voluntary act and deed and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 11 day of ^{mm} ~~December~~ 2009.

January 2010



Notary Public



Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION OF PREMISES

THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 13 EAST, OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST LINE OF NORTH KEDZIE AVENUE, WHICH POINT IS 150 FEET SOUTH, MEASURED ALONG SAID WEST LINE OF NORTH AVENUE FROM THE POINT OF ITS INTERSECTION WITH THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23; THENCE SOUTH ALONG SAID WEST LINE OF NORTH KEDZIE AVENUE, A DISTANCE OF 320.40 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, A DISTANCE OF 246.01 FEET; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 38 DEGREES 13 MINUTES TO THE RIGHT WITH AN EXTENSION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 196.42 FEET TO A POINT WHICH IS A DISTANCE OF 400 FEET WEST, MEASURED ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, FROM SAID WEST LINE OF NORTH KEDZIE AVENUE; THENCE NORTH PARALLEL WITH THE WEST LINE OF NORTH KEDZIE AVENUE, 198.90 FEET TO A POINT WHICH IS 150 FEET SOUTH, MEASURED ON A LINE PARALLEL WITH SAID WEST LINE OF NORTH KEDZIE AVENUE, FROM SAID NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23; THENCE EAST PARALLEL WITH SAID NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, A DISTANCE OF 400 FEET TO THE PLACE OF BEGINNING.

P.I.N.: 13-23-411-004-0000