



Doc#: 1008229097 Fee: \$52.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/23/2010 04:22 PM Pg: 1 of 9

This Instrument Prepared By and
After Recording Please Return To:

Joseph B. Brocato, Esq.
Pedersen & Houpt
161 North Clark Street
Suite 3100
Chicago, Illinois 60601

MEMORANDUM OF LEASE

This Memorandum of Lease ("Memorandum of Lease") is by and among JBC/155 Development LLC, a Delaware limited liability company ("**Landlord**"), MARCELLO'S MARKET & DELI II INC., an Ontario corporation ("**Parent Tenant**"), and MARCELLO'S MARKET & DELI US, LLC, a Delaware limited liability company ("**Operating Tenant**") (collectively, Parent Tenant and Operating Tenant are referred to herein as "**Tenant**").

1. Landlord has leased to Tenant pursuant to the terms and conditions of a Lease dated as of March ~~18~~, 2010 (the "Lease") certain premises in the forty-six (46) story building located at 155 North Wacker Drive, Chicago, Illinois, (the "**Building**") consisting of approximately 3,369 square feet of Rentable Area of the first (1st) floor (Wacker Drive level) of the Building (the "**Premises**"), identified as Suite 102 on Exhibit A attached hereto. The land upon which the Building is located, as described on Exhibit B attached hereto (the "**Land**"), and the Building are hereinafter collectively referred to as the "**Property**".

2. The initial term of the Lease shall commence on August 1, 2010 (the "**Commencement Date**"), or such later date to which the Commencement Date may be extended pursuant to the terms of the Lease.

3. The initial term shall end on the day immediately preceding the tenth (10th) anniversary of the Commencement Date (subject to extension as provided in the Lease), unless sooner terminated or cancelled pursuant to the terms of the Lease.

4. Under the terms of the Lease, the initial term of the Lease may be extended for two (2) separate, additional periods of five (5) years each.

5. Landlord agrees that during the initial term and any renewal terms, so long as the Lease is in full force and effect and Tenant is not in default thereunder, Tenant shall have the exclusive right, on the first floor of the Building, to (a) sell coffee, soups, sandwiches and/or pizza, and (b) operate a self-service, hot and cold buffet; provided, however, the foregoing covenant shall not prohibit Landlord from permitting such sales or operations by any other

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restaurant on the first floor of the Building which is primarily a table-side service restaurant serving food and beverages at prices competitive with other table-side service restaurants in Class A office buildings in downtown Chicago (which restaurant may also provide carry-out service, provided its primary business is service to provide table-side service to customers).

6. The purpose of this Memorandum of Lease is to give record notice of the Lease and of the rights created thereby, all of which are hereby confirmed and is not intended to and shall not be construed to define, limit, or modify the Lease. In the event of any conflict between the provisions of this instrument and the Lease, the provisions of the Lease shall control.

7. Tenant's rights under any of the provisions set forth herein shall terminate as and when provided pursuant to the Lease without recordation of a formal release of this Memorandum of Lease with respect thereto and, if not sooner terminated, upon the expiration or termination of the Lease in accordance with its terms.

8. Capitalized terms not defined herein shall have the same meaning as set forth in the Lease.

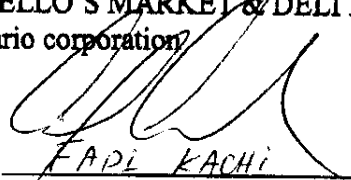
[Signature Page Follows]

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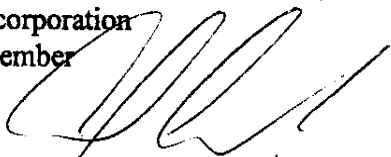
IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the dates set forth in their respective acknowledgments.

TENANT:

MARCELLO'S MARKET & DELI II, INC.,
an Ontario corporation

By: 
Name: FADI KACHI
Its: PRESIDENT

MARCELLO'S MARKET & DELI US, LLC,
a Delaware limited liability company

By: Marcello's Market & Deli II, Inc.,
an Ontario corporation
Its: Sole Member
By: 
Name: FADI KACHI
Its: PRESIDENT

[signatures continue on following page]

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LANDLORD:

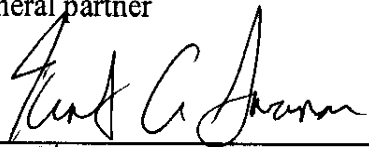
JBC/155 DEVELOPMENT LLC,
a Delaware limited liability company

By: JBC/155 HOLDINGS LLC, a Delaware
limited liability company, its managing
member

By: JBC FUNDS RANDOLPH STREET
LLC, a Delaware limited liability
company, its managing member

By: JBC OPPORTUNITY FUND II, L.P., a
Delaware limited partnership, a
managing member

By: BUCK INVESTORS II L.L.C., a
Delaware limited liability company, its
general partner

By: 
Name: KENT A. SWANSON
Title: AUTHORIZED SIGNATORY

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ACKNOWLEDGMENT

PROVINCE
 STATE OF ONTARIO)
 CITY OTTAWA) SS.
 COUNTY OTTAWA)

The Undersigned, a Notary Public in and for said County in the state aforesaid, DO HEREBY CERTIFY THAT FADI KACHEL, PRESIDENT, of Marcello's Market and Deli II, Inc., personally known to me to be the same person whose name is subscribed to the foregoing instrument as such FADI KACHEL, appeared before me this day in person and acknowledged that such person signed and delivered said instrument as such person's own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 25 day of FEBRUARY 2010.

My Commission Expires: N/A



[SEAL]

LAW OFFICE OF
 PATRICK J. LAFRANGE
 40-2450 Lancaster Road
 Ottawa, Ontario K1B 5N3



PROVINCE
 STATE OF ONTARIO)
 CITY OTTAWA) SS.
 COUNTY OTTAWA)

The Undersigned, a Notary Public in and for said County in the state aforesaid, DO HEREBY CERTIFY THAT FADI KACHEL, PRESIDENT, of Marcello's Market and Deli II, Inc., as the sole member of Marcello's Market and Deli US, LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such FADI KACHEL, appeared before me this day in person and acknowledged that such person signed and delivered said instrument as such person's own free and voluntary act, and as the free and voluntary act of said corporation on behalf of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 25 day of FEBRUARY 2010.

My Commission Expires: N/A



[SEAL]

LAW OFFICE OF
 PATRICK J. LAFRANGE
 40-2450 Lancaster Road
 Ottawa, Ontario K1B 5N3



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STATE OF IL)
) SS.
COUNTY OF COOK)

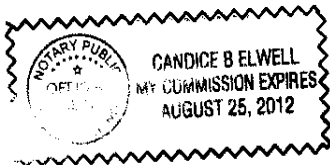
The Undersigned, a Notary Public in and for said County in the state aforesaid, DO HEREBY CERTIFY THAT Kent A. Swanson, Authorized Signatory, of BUCK INVESTORS II L.L.C., as the general partner of JBC OPPORTUNITY FUND II, L.P., as the managing member of JBC FUNDS RANDOLPH STREET LLC, as the managing member of JBC/155 HOLDINGS LLC, as the managing member of **JBC/155 DEVELOPMENT LLC**, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such person, appeared before me this day in person and acknowledged that such person signed and delivered said instrument as such person's own free and voluntary act, and as the free and voluntary act of said entities, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 18 day of March 2010.

Candice B. Elwell
NOTARY PUBLIC

My Commission Expires:

Aug. 25, 2012
[SEAL]



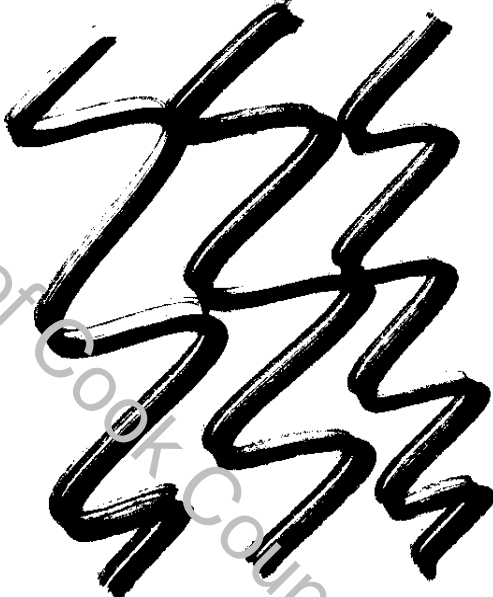
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EXHIBIT A

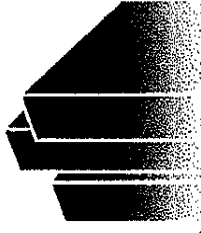
FLOOR PLAN OF PREMISES

[See Attached]

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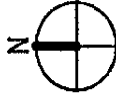


1.5.5

N O R T H WACKER

established advantage

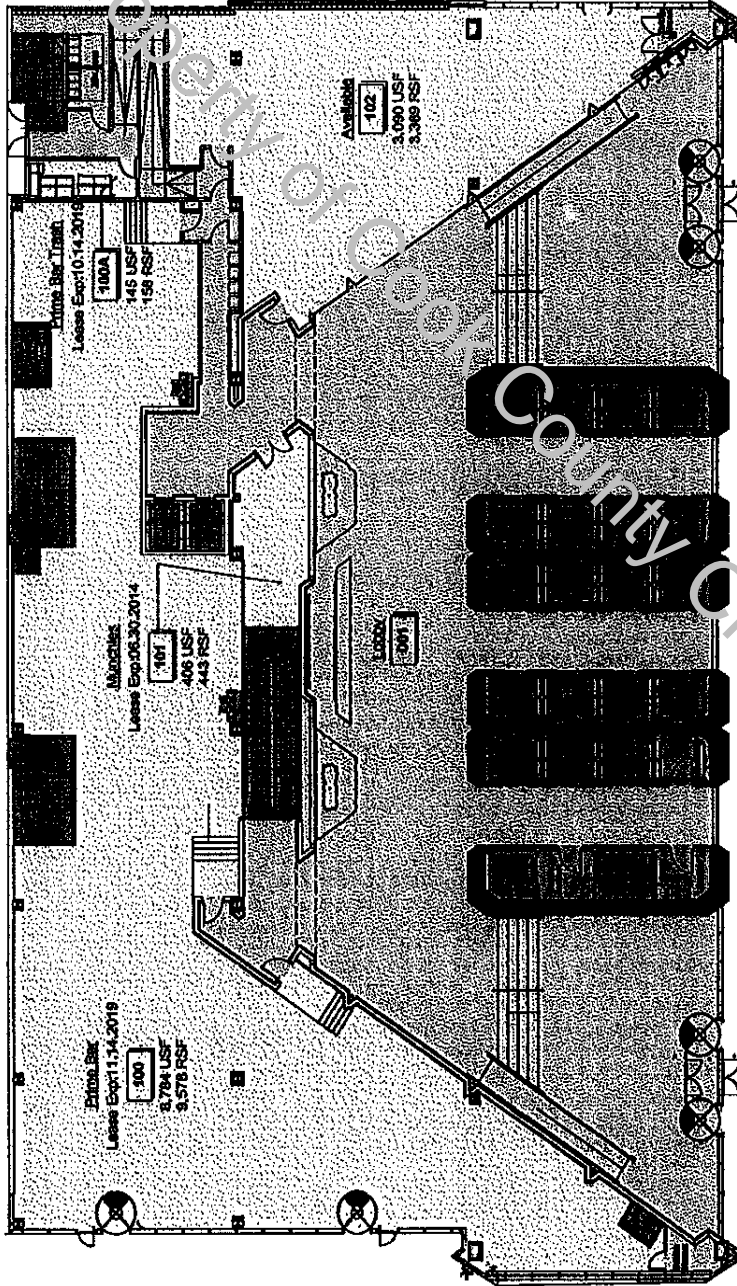
155 North Wacker Drive
Chicago, IL 60606



BUILDING LEASE BOOK

Floor 1

08.02.2008
REVISION: 11.18.09



- Building Common Area
- Floor Area
- Major Vertical Penetration
- Office area



Property of Cook County Clerk's Office

NOTE: This original drawing was created by a third party. GWH Architects makes no claim as to its accuracy. All dimensions are approximate and must be field verified prior to beginning work.

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EXHIBIT B

LEGAL DESCRIPTION OF THE LAND

PARCEL 1:

THE NORTH ½ OF LOTS 5 AND 6 IN BLOCK 31 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

SUBLOT 1 IN THE ASSESSOR'S SUBDIVISION OF SOUTH ½ OF LOTS 5 AND 6 IN BLOCK 31 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

SUBLOTS 2 AND 3 IN THE PARTITION OF SOUTH ½ OF LOTS 5 AND 6 IN BLOCK 31 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBERS: 17-09-429-001-0000; 17-09-429-002-0000; 17-09-429-003-0000; 17-09-429-004-0000

PARCEL 4:

LOTS 4 AND 5 IN CIRCUIT COURT PARTITION OF THE SOUTH ½ OF LOTS 5 AND 6 IN BLOCK 31 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THE NORTH-SOUTH AND EAST-WEST 10 FOOT VACATED ALLEY RUNNING NORTH FROM WEST RANDOLPH STREET IN THE BLOCK BOUNDED BY WEST COUCH PLACE, WEST RANDOLPH STREET, NORTH WACKER DRIVE AND NORTH FRANKLIN STREET LYING WEST OF LOT 7 IN BLOCK 31 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBERS: 17-09-429-015-0000; 17-09-429-016-0000

PARCEL 6:

THE WEST ¾ OF LOT 7 IN BLOCK 31 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

PERMANENT INDEX NUMBER: 17-09-429-006-0000

155 NORTH WACKER Drive and
318 West Randolph Street
Chicago, Illinois 60606