

UNOFFICIAL COPY

Memorandum of Lease

This instrument was prepared by
and return after recording to:

Robert M. Wigoda, Esq.
Wigoda & Wigoda
444 North Michigan Avenue
26th Floor
Chicago, Illinois 60614



Doc#: 1407113034 Fee: \$60.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 03/12/2014 11:27 AM Pg: 1 of 12

Memorandum of Lease

THIS MEMORANDUM OF LEASE (this "Memorandum"), dated as of the 7th day of February 2014 (the "Date of Memorandum"), is made by and among 3350 N. KEDZIE, L.L.C., an Illinois limited liability company ("Landlord"), and REVOLUTION BEER LLC, an Illinois limited liability company ("Tenant");

RECITALS

A. Landlord and Tenant are parties to a certain Warehouse/Industrial Building Lease dated February 25, 2011 (the "Original Lease"), amended by that First Amendment to Warehouse/Industrial Lease dated March 31, 2011 (the "First Amendment"), and that Second Amendment to Warehouse/Industrial Building Lease dated February 7, 2014 (the "Second Amendment"; the "Second Amendment"; the First Amendment, the Second Amendment, and the Original Lease are herein, collectively, the "Lease"), pursuant to which certain premises on the first and second floors of the building commonly known as 3330-3350 N. Kedzie Avenue, Chicago, Illinois, and certain premises to the exterior of such building (together, the "Demised Premises") as identified on Exhibit A attached hereto and further set forth in the Lease, were leased to Tenant; and

B. 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.

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2. Grant of Lease. Pursuant to the Lease, Landlord demised and leased to Tenant and Tenant leased from Landlord the Demised Premises upon the terms and conditions set forth in the Lease.

3. Commencement Date. The Term commenced on February 25, 2011 (the Effective Date and the Lease Commencement Date).

4. Termination Date. The Term of the Lease shall expire, unless sooner terminated or unless extended or renewed as provided herein and therein, on February 28, 2022.

5. Rent. The Fixed Rent and Additional Rent due and payable by Tenant to Landlord for the Term of the Lease and any Extension Period shall be determined and shall be payable pursuant to the terms and provisions of the Lease.

6. Options to Extend. Provided that the Lease is then in full force and effect and provided further that Tenant is not then in default under the Lease, Tenant shall have options to extend the Term of the Lease on the same terms, conditions, and provisions as contained in the Lease for two (2) periods of five (5) years each (each an "Extension Period"), which first (1st) Extension Period shall commence on the first (1st) day following the expiration of the initial Term and which second (2nd) Extension Period (if applicable and if the option to extend with respect to the first Extension Period was properly exercised) shall commence on the first (1st) day following the expiration of the first (1st) Extension Period, with each Extension Period ending on the last day of the fifth (5th) Lease Year during such Extension Period. Except for the options to extend the Term for the two (2) Extension Periods there are no other options to extend the Term.

7. Right of First Offer. Tenant shall have and the Lease grants to the Tenant, the Right of First Offer to purchase the Real Estate on the terms and conditions set forth in Part O of Section XXXI of the Lease.

8. This Memorandum shall not, under any circumstances, be deemed to modify or change any provisions of the Lease, the provisions of which shall prevail in all instances.

9. This Memorandum may be signed in two or more counterpart copies with the same effect as if the signature to each counterpart copy were on a single instrument. Each counterpart shall be deemed an original as to any party whose signature it bears, and all such counterparts shall constitute one document. Facsimile or electronically scanned copies shall be deemed originals.

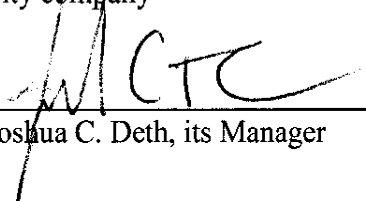
(signature page follows)

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IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Lease effective as of the Date of Memorandum.

TENANT:

REVOLUTION BEER LLC, an Illinois limited liability company

By: 
Joshua C. Deth, its Manager

LANDLORD:

3350 N. KEDZIE, L.L.C.,
an Illinois limited liability company

By: _____
Alfred G. McConnell, as Trustee of the
Alfred G. McConnell Trust under Trust
Agreement dated August 5, 1993, Manager

Property of Cook County Clerk's Office

UNOFFICIAL COPY

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Lease effective as of the Date of Memorandum.

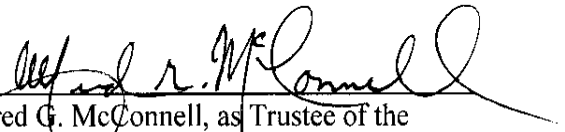
TENANT:

REVOLUTION BEER LLC, an Illinois limited liability company

By: _____
Joshua C. Deth, its Manager

LANDLORD:

3350 N. KEDZIE, L.L.C.,
an Illinois limited liability company

By: 
Alfred G. McConnell, as Trustee of the
Alfred G. McConnell Trust under Trust
Agreement dated August 5, 1993, Manager

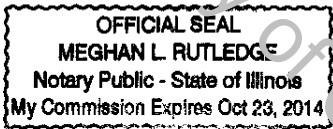
Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
)
 COUNTY OF COOK) SS.

The undersigned, a Notary Public in and for the County and State aforesaid, does hereby certify that Joshua C. Deth, as Manager of REVOLUTION BEER 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 28th day of February 2014.



[Handwritten Signature]

 Notary Public

STATE OF ILLINOIS)
)
 COUNTY OF COOK) SS.

The undersigned, a Notary Public in and for the County and State aforesaid, does hereby certify that Alfred G. McConnell, as Trustee of the Alfred G. McConnell Trust under Trust Agreement dated August 5, 1993, Manager of 3350 N. KEDZIE, L.L.C., 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 _____ day of February 2014.

 Notary Public

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 Joshua C. Deth, as Manager of REVOLUTION BEER 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 ____ day of February 2014.

Notary Public

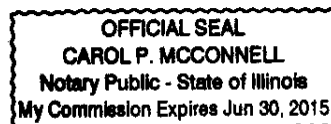
STATE OF ILLINOIS)
)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the County and State aforesaid, does hereby certify that Alfred G. McConnell, as Trustee of the Alfred G. McConnell Trust under Trust Agreement dated August 5, 1993, Manager of 3350 N. KEDZIE, L.L.C., 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 27th day of February 2014.

Carol B. McConnell

Notary Public



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EXHIBIT A

LEGAL DESCRIPTION AND PLAN OF THE DEMISED PREMISES

Legal Description

The land referred to in this policy is described as follows:

THAT PART OF THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ 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 KEDZIE AVENUE FROM THE POINT OF ITS INTERSECTION WITH THE NORTH LINE OF SAID SOUTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ 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 $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 23, A DISTANCE OF 216.91 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 $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ 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 $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 23; THENCE EAST PARALLEL WITH SAID NORTH LINE OF THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 23, A DISTANCE OF 400 FEET TO THE PLACE OF BEGINNING.

Property Identification Number 13-23-411-004-0000

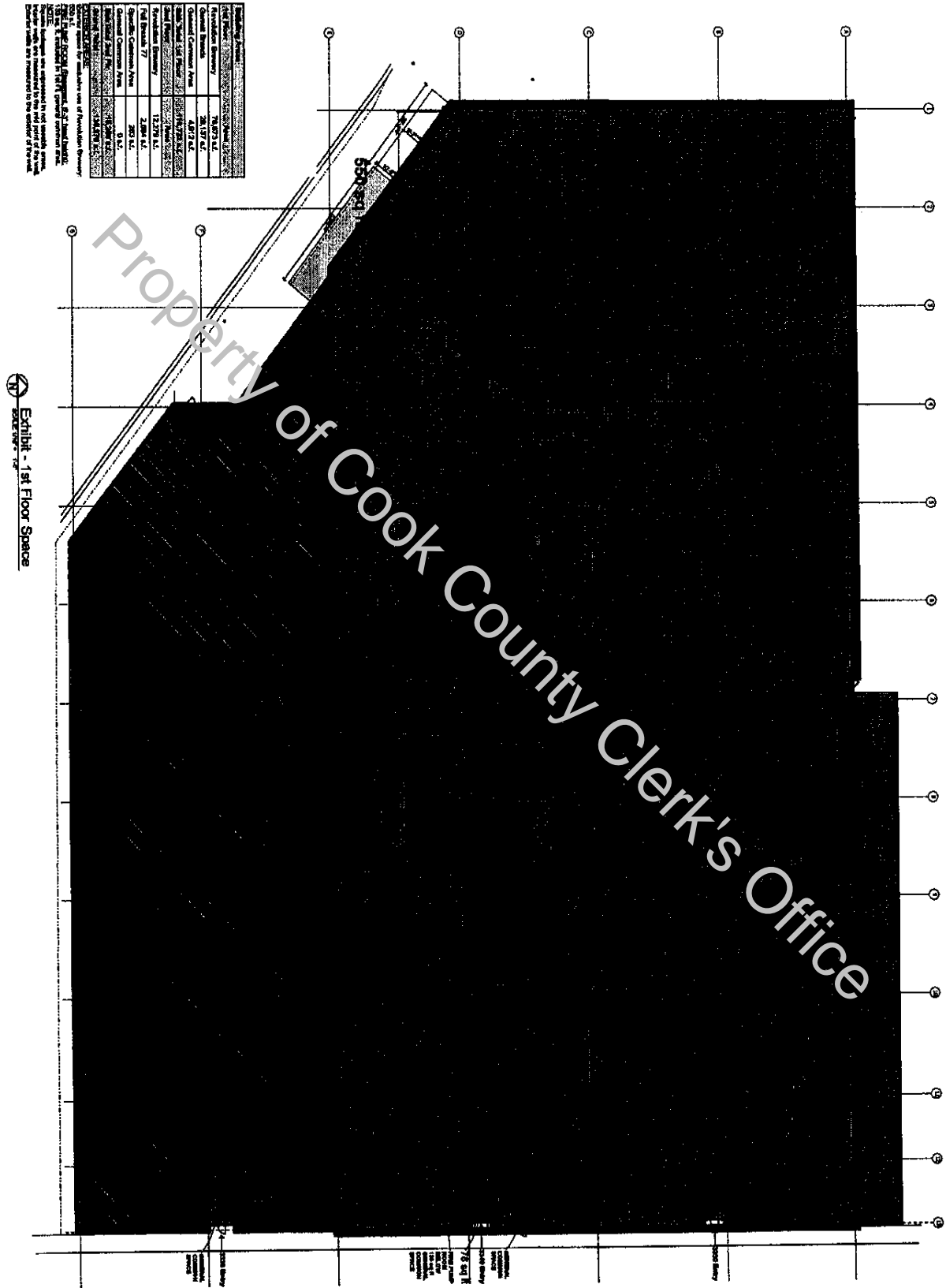
Plan of Demised Premises

(see attached)

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EXHIBIT A DEMISED PREMISES (FIRST FLOOR)

*Area outlined and marked with hatch lines indicates the above-designated area.



Room No.	Room Name	Area (sq. ft.)
101	Reception	78.00
102	Office	20.00
103	Office	20.00
104	Office	20.00
105	Office	20.00
106	Office	20.00
107	Office	20.00
108	Office	20.00
109	Office	20.00
110	Office	20.00
111	Office	20.00
112	Office	20.00
113	Office	20.00
114	Office	20.00
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197	Office	20.00
198	Office	20.00
199	Office	20.00
200	Office	20.00

WRAP
ARCHITECTURE
DESIGN
SUSTAINABLE
LIVING

100 West Madison, Suite 200
Chicago, IL 60604
773-462-8888
773-462-8887 (fax)

3350 N. Kedzie, LLC
3330 - 3350 N. Kedzie Ave.
Chicago, IL 60618

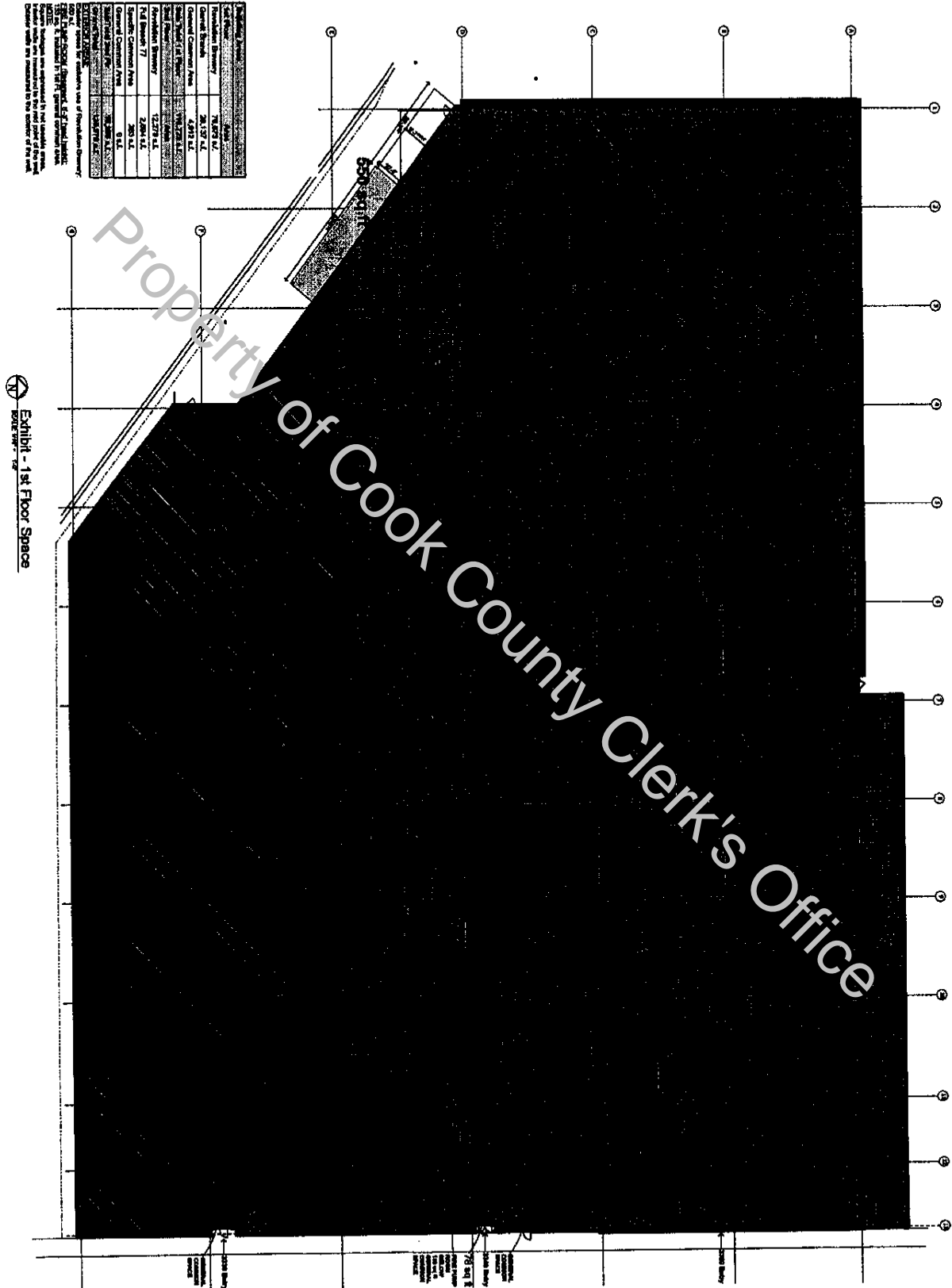
1st Floor

A-1

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EXHIBIT A EXPANSION WAREHOUSE SPACE

*Area outlined and marked with hatch lines indicates the above-designated area.



Room	Area	Notes
Warehouse Expansion	78,072 S.F.	
Warehouse Existing	28,157 S.F.	
Warehouse Total	106,229 S.F.	
Warehouse Existing	4,817 S.F.	
Warehouse Expansion	73,412 S.F.	
Warehouse Total	78,229 S.F.	
Warehouse Existing	2,279 S.F.	
Warehouse Expansion	2,281 S.F.	
Warehouse Total	4,560 S.F.	
Warehouse Existing	3,121 S.F.	
Warehouse Expansion	1,439 S.F.	
Warehouse Total	4,560 S.F.	

North Arrow
Exhibit - 1st Floor Space
Scale 1/8" = 1'-0"

<p>WRAP ARCHITECTURE DESIGN SUSTAINABLE LIVING</p> <p>1800 West Madison, Suite 201 Chicago, IL 60617 773-442-0233 773-442-0233 (fax)</p> <p>1800 West Madison, Suite 201 Chicago, IL 60617 773-442-0233 773-442-0233 (fax)</p>	<p>3350 N. Kedzie, LLC 3330 - 3350 N. Kedzie Ave. Chicago, IL 60618</p>	<p>12/3/2013</p>	<p>1st Floor</p>	<p>A-1</p>
		<p>12/3/2013</p>	<p>1st Floor</p>	<p>A-1</p>

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EXHIBIT A EXTERIOR SPACE

This Exhibit reflects the Exterior Space existing as of the date of the Second Amendment to Warehouse/Industrial Building Lease. The Expansion Exterior Space will be determined in accordance with the terms and conditions of the Second Amendment to Warehouse/Industrial Building Lease.

* Area outlined and marked with hatch lines indicates the above-designated area.

Building Number	78-073 S.E.
Parcel Number	26-157 S.E.
General Current Area	4,871 S.E.
Proposed Expansion Area	12,271 S.E.
Proposed Total Area	17,142 S.E.
Proposed Expansion Area	7,371 S.E.
Proposed Total Area	12,271 S.E.
Proposed Expansion Area	7,371 S.E.
Proposed Total Area	12,271 S.E.

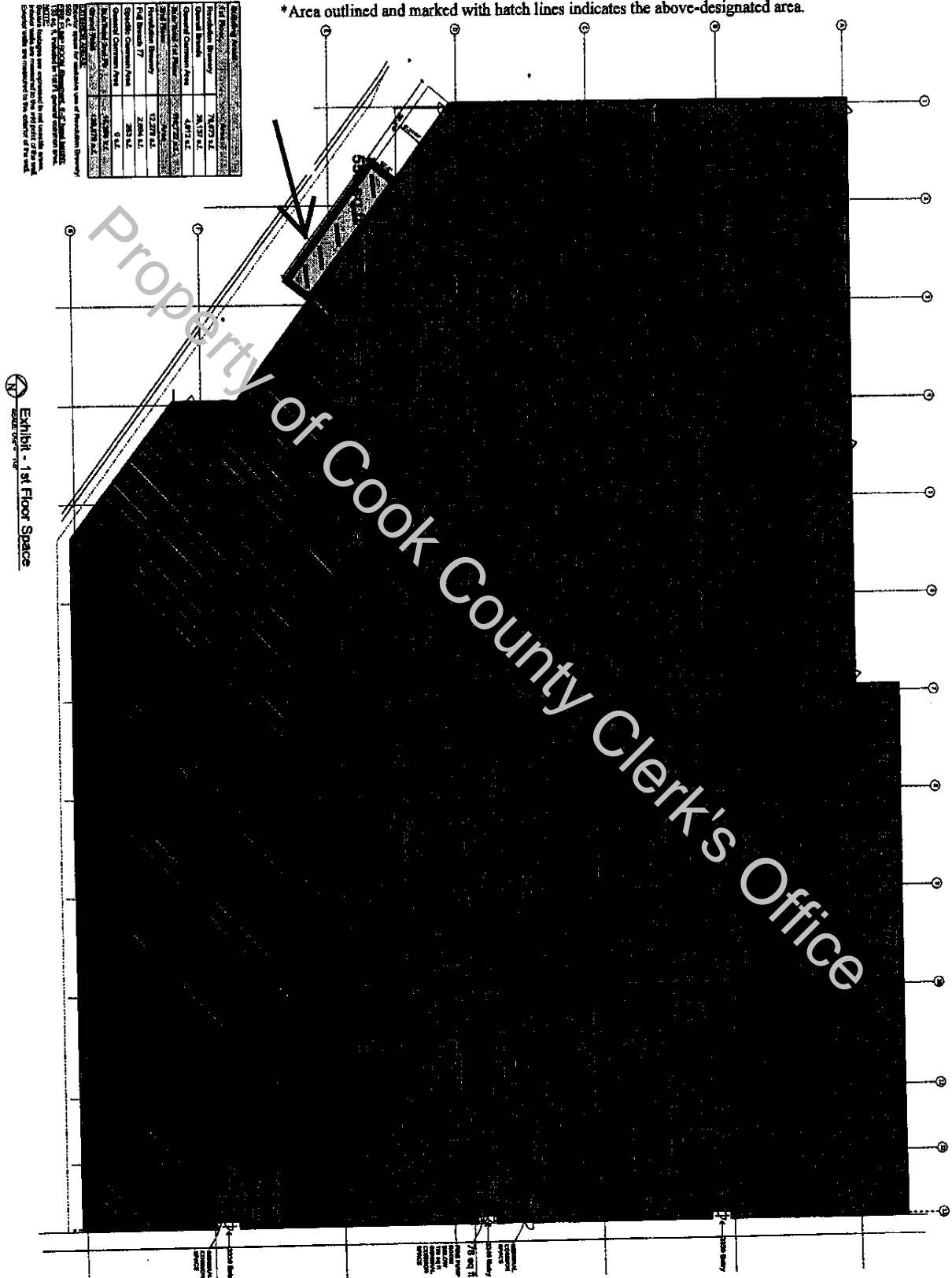


Exhibit - 1st Floor Space
Scale: 1/8" = 1'-0"

1st Floor	⊕	12/3/2013	AN MacConnell 3350 N. Kedzie Ave. Chicago, IL 60618 3340 N. Kedzie Ave. Chicago, IL 60618 3330 N. Kedzie Ave. Chicago, IL 60618	3350 N. Kedzie, LLC 3330 - 3350 N. Kedzie Ave. Chicago, IL 60618	WRAP ARCHITECTURE DESIGN SUSTAINABLE LIVING 2011 West Street, #104 Chicago, IL 60647 773-463-4239 773-463-4231 (fax)