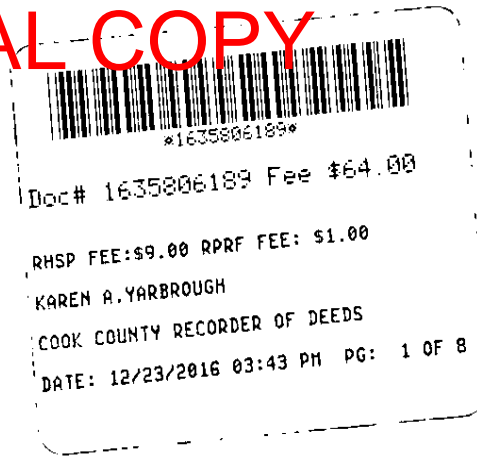


UNOFFICIAL COPY



MEMORANDUM OF LEASE

This MEMORANDUM OF LEASE (the "Memorandum") is entered into as of July 27, 2016 (the "Effective Date"), by and between 1025 W ADDISON STREET APARTMENTS OWNER LLC, a Delaware limited liability company, whose address is 71 South Wacker Drive, Suite 2130, Chicago, Illinois 60606 ("Landlord"), and CINEMEX ADDISON, LLC, a Delaware limited liability company whose address is Av. Javier Barros Sierra #540, Col. Santa Fe, 01210, Mexico City, Mexico ("Tenant"). Terms may be used in this Memorandum before being defined.

By executing and recording this Memorandum, Landlord and Tenant give notice of the facts below. Any person taking any interest in Landlord's Premises, or any other real property subject to this Memorandum, shall do so subject to all documents (including all terms of those documents) and other matters that this Memorandum refers to or discloses.

1. Landlord's Premises. Landlord owns the real property commonly known as 1025 West Addison Street, Chicago, Illinois 60613 and more particularly described in Exhibit A ("Landlord's Premises").

2. Lease. Landlord and Tenant entered into a Lease dated the Effective Date (as amended, modified, renewed or extended from time to time, the "Lease").

3. Demise of Tenant's Premises. For good and valuable consideration, Landlord has demised and hereby demises to Tenant part of Landlord's Premises (that demised part of Landlord's Premises, "Tenant's Premises"), all as the Lease provides.

4. Description of Tenant's Premises. A diagram of Tenant's Premises is attached as Exhibit B. The Lease describes Tenant's Premises as follows: "Approximately 30,640 square feet of Floor Area on Level 3, as shown on the plan attached as Exhibit B, and being part of the Project situated upon the property described in Exhibit A." The street address of Tenant's Premises is 1025 West Addison Street, Chicago, Illinois 60613.

THIS DOCUMENT PREPARED BY
~~AND AFTER RECORDING MAIL TO:~~

1025 West Addison Street
Chicago, Illinois 60613

Alan J. Salle
Honigman Miller Schwartz and Cohn LLP
39400 Woodward Avenue, Suite 101
Bloomfield Hills, Michigan 48304

PIN: 14-20-403-003-0000

RECORD & RETURN TO 21121
CT LIEN SOLUTIONS
P.O. BOX 29071
Glendale, CA 91209-9071
56558869-IL550-Cook County Rec

S Y
P 8
S 6
M N
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E Y
INT DA

UNOFFICIAL COPY

5. *Term.* The "Commencement Date" shall be the earlier to occur of (a) the date on which Tenant opens for business to the public in the Premises, or (b) the last day of Tenant's Construction Period. Tenant's Construction Period is nine (9) months from the delivery of Tenant's Premises to Tenant. The term of the Lease is ten (10) Lease Years plus the Stub Period, commencing on the Commencement Date (the "Term"). The "Stub Period" means that period from the Commencement Date until the last day of the calendar month in which the Commencement Date occurs, so that the expiration of the Term shall in all events be on the last day of a calendar month; provided (i) there shall be no Stub Period if the Commencement Date is on the first day of a calendar month, and (ii) if the Term would otherwise expire in November, December or January, the Stub Period shall end on the January 31 first following the Commencement Date. Tenant shall have the option (each, a "Renewal Option") to extend the Term of this Lease for four consecutive 5-year periods (each, a "Renewal Term"), upon the terms and conditions set forth in the Lease. The Lease more fully describes Tenant's Options, including conditions and procedures for exercise. The Lease grants Tenant no option or other right to expand, renew, extend or purchase except, or beyond, any such rights (if any) this Memorandum describes, all as the Lease more fully provides.

6. *No Effect on Lease.* The parties have prepared, signed and acknowledged this Memorandum only for recording purposes. It does not modify, increase, decrease or in any other way affect any party's rights, duties or obligations under the Lease. Landlord and Tenant each has rights, duties and obligations (and conditions to its rights) under the Lease but not stated here. If the Lease and this Memorandum conflict, the Lease governs. Nothing in this Memorandum constitutes any representation or warranty by either party. To the extent, if any, that the Lease limits anyone's liability, that limitation also applies to any liability under this Memorandum.

7. *Tenant's Exclusive Use.* The Lease provides that Tenant shall have the exclusive right to operate a motion picture theatre in the Project, no part of the Project shall be used as a motion picture theatre and Landlord shall not permit the operation of motion picture theatre within the Project, other than within the Premises, subject to conditions, restrictions, exclusions and limitations in the Lease. If any tenant violates the Exclusive Use, Tenant has the direct right to enforce that prohibition by injunctive relief.

8. *Successors and Assigns.* The Lease and this Memorandum bind and benefit the parties and their successors and assigns. This does not limit any restrictions on assignment or other transfer in the Lease.

9. *Termination.* This Memorandum shall automatically terminate and be of no force or effect upon any termination of the Lease, including any termination by Landlord upon an Event of Default as the Lease provides.

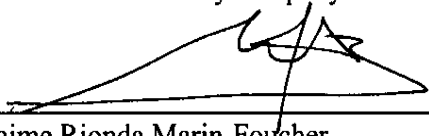
10. *Further Assurances.* If the Lease terminates, then Tenant shall execute, acknowledge and deliver such documents as Landlord reasonably requires or as any title insurance, abstract company or institutional lender requires to remove this Memorandum of record.

11. *Counterparts.* This Memorandum may be executed in counterparts.

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TENANT

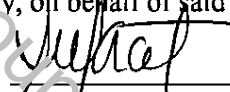
CINEMEX ADDISON, LLC,
a Delaware limited liability company

By: 

Jaime Rionda Marin-Foucher
Vice President and Chief Operating Officer

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

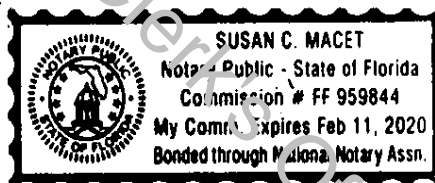
The foregoing instrument was acknowledged before me this 13 day of September, 2016, by Jaime Rionda Marin-Foucher, Vice President and Chief Operating Officer of Cinemex Addison, LLC, a Delaware limited liability company, on behalf of said entity.



Notary Public
My Commission Expires _____

Attachments:

- Exhibit A—Landlord's Premises
- Exhibit B—Tenant's Premises



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EXHIBIT A

LANDLORD'S PREMISES

PARCEL 1:

LOTS 3, 4, 5, 6 AND 7 IN WEADE AND HYDE'S SUBDIVISION ON BLOCK 1 OF ASSESSOR'S SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND

THE WEST HALF OF THE NORTH/SOUTH 15-FOOT WIDE VACATED ALLEY LYING EAST OF THE EAST LINE OF LOTS 3, 4, 5, 6 AND 7;

EXCEPTING THEREFROM PARCELS A, B AND C DESCRIBED AS FOLLOWS:

PARCEL A: THE NORTH 20.00 FEET OF THE WEST 75.00 FEET OF LOT 3 (AS MEASURED ALONG THE NORTH AND WEST LINES THEREOF);

PARCEL B: THAT PART OF LOT 3 DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 75.00 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 3 (AS MEASURED ALONG THE NORTH LINE THEREOF); THENCE SOUTH 30 DEGREES 08 MINUTES 18 SECONDS EAST ALONG A LINE PARALLEL TO THE WEST LINE OF LOT 3 AFORESAID, 20.00 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 08 SECONDS EAST PERPENDICULAR TO THE NORTH LINE OF SAID LOT 3 A DISTANCE OF 17.29 FEET TO THE NORTH LINE THEREOF; THENCE NORTH 89 DEGREES 58 MINUTES 52 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 10.05 FEET TO THE POINT OF BEGINNING;

PARCEL C: THAT PART OF LOT 3 DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 20.00 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 3 (AS MEASURED ALONG THE WEST LINE THEREOF); THENCE SOUTH 89 DEGREES 58 MINUTES 52 SECONDS EAST ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 75.00 FEET, THENCE SOUTH 00 DEGREES 01 MINUTES 08 SECONDS WEST PERPENDICULAR TO THE NORTH LINE OF SAID LOT 3 A DISTANCE OF 3.04 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 52 SECONDS WEST ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 73.24 FEET TO A POINT ON THE WEST LINE OF SAID LOT 3; THENCE NORTH 30 DEGREES 08 MINUTES 18 SECONDS WEST ALONG SAID WEST LINE 3.51 FEET TO THE POINT OF BEGINNING.

14-20-403-003-0000 (affects part of Parcel 1 and other land, all of Lot 3 and Lot 4 in Parcel 1)

14-20-403-004-0000 (affects Lot 5 and the North 1/2 of Lot 6 Parcel 1)

14-20-403-005-0000 (affects the South 1/2 of Lot 6 and all of Lot 7 in Parcel 1)

Address: 3541-3549 N. Clark St., Chicago, IL

PARCEL 2:

LOTS 26 AND 27 IN WEADE AND HYDE'S DIVISION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND

LOTS 28, 29 AND THE EAST 23 FEET OF LOT 30 IN WEADE AND HYDE'S SUBDIVISION OF LOT 1 IN THE NORTH 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND

~~THE NORTH HALF OF THE EAST/WEST 28.5-FOOT WIDE VACATED ALLEY LYING SOUTH OF THE SOUTH LINE OF LOTS 28, 29, AND THE EAST 23 FEET OF LOT 30, AND THAT PART LYING SOUTH OF THE SOUTH LINE OF LOT 27, WEST OF THE EAST LINE OF LOT 8 EXTENDED NORTH TO THE SOUTH LINE OF LOT 27; AND~~

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THE WEST HALF OF THE NORTH/SOUTH 15-FOOT WIDE VACATED ALLEY LYING EAST OF THE EAST LINE OF LOT 26, NORTH OF A LINE 5.00 FEET NORTH AND PARALLEL WITH THE SOUTH LINE OF LOT 26 EXTENDED EAST TO THE WEST LINE OF LOT 20 AND SOUTH OF THE SOUTH LINE OF WEST ADDISON STREET;

EXCEPTING THEREFROM THE SOUTH 5.00 FEET OF LOTS 26 AND 27 LYING EAST OF THE EAST LINE OF LOT 8 EXTENDED NORTH, DEDICATED FOR PUBLIC ALLEY, IN COOK COUNTY, ILLINOIS.

14-20-403-023-0000 (affects Lots 28, 29 and the East 23 feet of Lot 30 in Parcel 2)

14-20-403-024-0000 (affects Lots 26 and 27 in Parcel 2)

Address: 1015-1025 W. Addison St., Chicago, IL

PARCEL 3:

LOT 31 AND WEST 3 FEET OF LOT 30 IN WEAGE AND HYDE'S SUBDIVISION OF LOT 1 IN ASSESSOR'S DIVISION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND

THE EAST HALF OF THE NORTH/SOUTH 15-FOOT WIDE VACATED ALLEY LYING WEST OF THE WEST LINE OF LOT 31; AND

THE NORTH HALF OF THE EAST/WEST 28.5-FOOT WIDE VACATED ALLEY LYING SOUTH OF THE SOUTH LINE OF LOT 31 AND THE WEST 3 FEET OF LOT 30; AND

THE EAST HALF OF THE NORTH/SOUTH 15-FOOT WIDE VACATED ALLEY LYING NORTH OF THE CENTER LINE OF THE EAST/WEST 28.5-FOOT WIDE VACATED ALLEY EXTENDED WEST TO THE CENTER LINE OF SAID 15-FOOT WIDE VACATED ALLEY, AND LYING WEST OF THE WEST LINE OF LOT 31 EXTENDED SOUTH TO THE CENTER LINE OF SAID EAST/WEST 28.5-FOOT WIDE VACATED ALLEY, IN COOK COUNTY, ILLINOIS.

14-20-403-022-0000 (affects the West 3 feet of Lot 30 and all of Lot 31 in Parcel 3)

Address: 1027 W. Addison St., Chicago, IL

PARCEL 4:

LOTS 23, 24 AND 25 IN WEAGE AND HYDE'S SUBDIVISION OF LOT 1 IN ASSESSOR'S DIVISION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND

THE EAST HALF OF THE NORTH/SOUTH 15-FOOT WIDE VACATED ALLEY LYING WEST OF THE EAST LINE OF LOTS 23, 24 AND 25, IN COOK COUNTY, ILLINOIS.

14-20-403-025-0000 (affects Lots 23, 24 and 25 in Parcel 4)

Address: 3554 N. Sheffield Ave., Chicago, IL

PARCEL 5:

LOTS 20, 21 AND 22 IN WEAGE AND HYDE'S SUBDIVISION OF LOT 1 IN ASSESSOR'S DIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND

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THE EAST HALF OF THE NORTH/SOUTH 15-FOOT WIDE VACATED ALLEY LYING WEST OF THE WEST LINE OF LOTS 20, 21 AND 22, NORTH OF A LINE 5.00 FEET NORTH AND PARALLEL WITH THE SOUTH LINE OF LOT 26 EXTENDED EAST TO THE WEST LINE OF LOT 20 AND SOUTH OF THE SOUTH LINE OF WEST ADDISON STREET;

EXCEPTING THEREFROM THE SOUTH 20 FEET OF LOT 20; DEDICATED FOR PUBLIC ALLEY, IN COOK COUNTY, ILLINOIS.

14-20-403-067-0000 (affects Lots 20, 21 and 22 in Parcel 5)

Vacant land located west of Sheffield Ave., Chicago, IL (3540 N. Sheffield Ave.)

PARCEL 6:

LOTS 8, 9, 10, 11 AND 12 (EXCEPT THAT PART LYING SOUTH OF A LINE 10 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF LOT 12) IN WEAGE AND HYDE'S SUBDIVISION OF LOT 1 IN ASSESSOR'S DIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND

THE SOUTH HALF OF THE EAST/WEST 28.5-FOOT WIDE VACATED ALLEY LYING NORTH OF THE NORTH LINE OF LOT 8, WEST OF THE EAST LINE OF LOT 8 EXTENDED NORTH TO THE SOUTH LINE OF LOT 27 AND EAST OF THE WEST LINE OF LOT 31 EXTENDED SOUTH TO THE NORTH LINE OF LOT 8; AND

THE EAST HALF OF THE NORTH/SOUTH 15-FOOT WIDE VACATED ALLEY LYING SOUTH OF THE CENTER LINE OF THE EAST/WEST 28.5-FOOT WIDE VACATED ALLEY EXTENDED WEST TO THE CENTER LINE OF SAID 15-FOOT WIDE VACATED ALLEY, AND LYING NORTH OF THE NORTH LINE OF LOT 8, IN COOK COUNTY, ILLINOIS.

14-20-403-064-0000 (affects Lots 8 and 9 in Parcel 6)

14-20-403-065-0000 (affects part of Lots 8 and 9 and the remaining Lots in Parcel 6)

Address: 3535-3539 N. Clark St., Chicago, IL

PARCEL 7:

(A) LOT 13 AND THAT PART OF LOT 12 LYING SOUTH OF A LINE DRAWN 10 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT 12 IN WEAGE AND HYDE'S SUBDIVISION OF LOT 1 IN ASSESSOR'S DIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND

(B) LOTS 21, 22 AND 23 IN THE RESUBDIVISION OF LOT 2 IN ASSESSOR'S DIVISION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND

A STRIP OF LAND FALLING BETWEEN (A) AND (B) LYING BETWEEN THE EASTERLY AND WESTERLY LINES OF (B) EXTENDED NORTHERLY, ALL IN COOK COUNTY, ILLINOIS.

14-20-403-007-0000 (affects Lots 12 and 13 in Parcel 7)

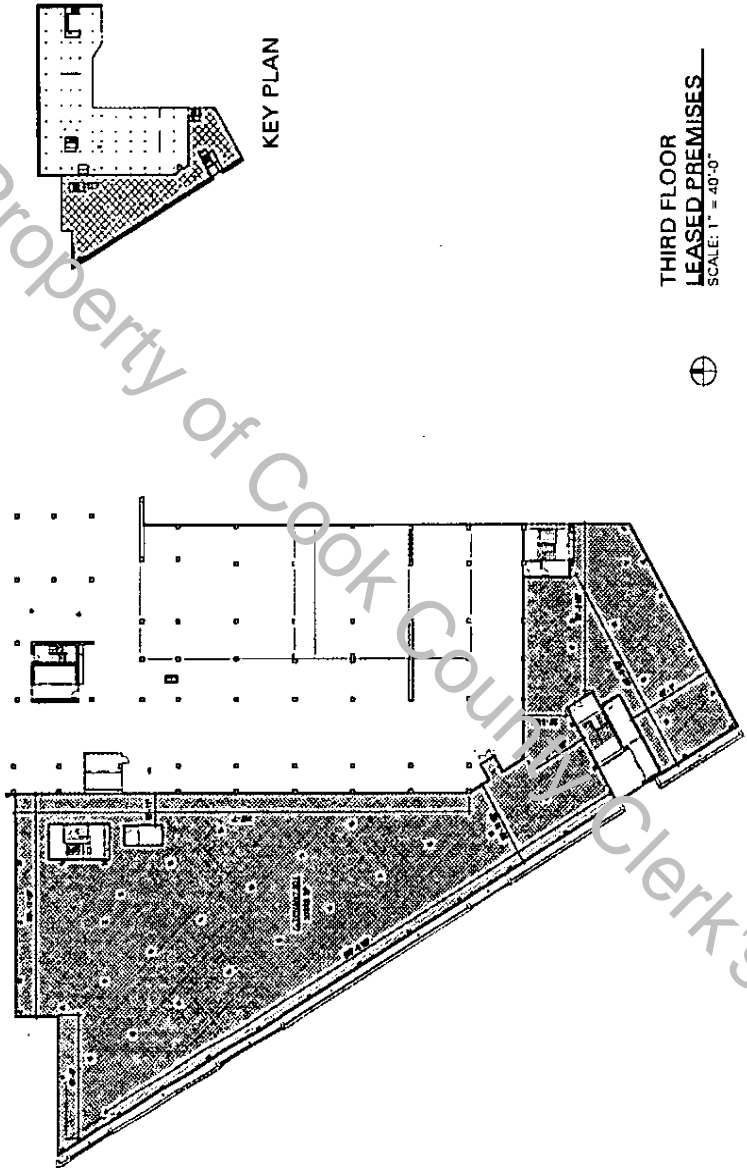
~~14-20-403-008-0000 (affects Lots 21, 22 and 23 in Parcel 7)~~

Address: 3515-3527 N. Clark St., Chicago, IL

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EXHIBIT B

TENANT'S PREMISES



THIRD FLOOR
LEASED PREMISES
SCALE: 1" = 40'-0"

ARCHITECT:
Sullivan Group, Inc.
1111 North Dearborn Street
Chicago, Illinois 60610
P: 312.363.1800
F: 312.363.1801
www.sullivan.com

CLIENT:
Sullivan Group, Inc.
1111 North Dearborn Street
Chicago, Illinois 60610
P: 312.363.1800
F: 312.363.1801
www.sullivan.com

DATE: 08/02/2018
PROJECT: ADDISON PARK OFFICE CLERK

DESCRIPTION: THIRD FLOOR LEASED PREMISES

SCALE: 1" = 40'-0"

PROJECT NO.: 234404

PROPERTY OF COOK COUNTY CLERK'S OFFICE