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Prepared by and after
recording return to:

Hagan & Vidovic LLP
101 N. Wacker Dr., Suite 611
Chicago, Illinois 60606
Attention: Christopher Vidovic



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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 12/13/2017 02:38 PM PG: 1 OF 6

MEMORANDUM OF LEASE

This Memorandum of Lease (this "Memorandum of Lease"), dated solely for reference purposes as of December 12, 2017, is between 916 Fulton, LLC, a Delaware limited liability company ("Landlord") and Time Out Market (Chicago) LLC, a Delaware limited liability company ("Tenant").

WITNESSETH:

1. By Retail Lease, dated as of December 12, 2017 (as may be modified and amended in writing and including all exhibits and schedules thereto, collectively, the "Lease"), Landlord agreed to lease to Tenant, and Tenant agreed to lease from Landlord (collectively, the "Premises") the Land (defined below) and all space in the basement, ground floor, and second floor, plus a portion of the roof (the "Rooftop Premises"), in the building located at 916-26 W. Fulton Market, Chicago, IL 60607 (the "Building") on property legally described on Exhibit A attached hereto (the "Land"), for a term (the "Term") commencing (the "Commencement Date") on the later of:

(1) the date on which Landlord delivers possession of the Premises to Tenant with the Landlord's Work (as defined in the Lease) Substantially Completed (as defined in the Lease), or, if Substantial Completion of the Landlord's Work is delayed by any act or omission by Tenant or its agents, employees, representatives, or contractors, which directly or indirectly delays completion of the Landlord's Work or Landlord's delivery to Tenant of possession of the Premises, the date on which the Landlord's Work would have been Substantially Completed absent such delay; and

(2) the earlier of:

(a) the day on which Tenant obtains the Final Tenant Approvals (as defined in the Lease); and

(b) the 295th day after the date on which this Lease is mutually executed and delivered by Landlord and Tenant, regardless of whether the Final Tenant Approvals are obtained, subject, however, to the rights to terminate as set forth in Section 2 of the Lease;

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and expiring on the last day of the 120th full calendar month from the Rent Commencement Date (as defined in the Lease), subject to any earlier termination or extension of the Term pursuant to the Lease, at a rental and upon the terms, provisions covenants and conditions set forth in the Lease.

2. Under the terms of the Lease, Landlord has granted to Tenant, among other rights, privileges and benefits, the following rights, options, privileges and benefits, subject to the terms, conditions, restrictions and limitations set forth in the Lease; all such rights and options to be exercised in the manner and under the terms and conditions set forth in the Lease:

- (a) the right to install signs on the interior and on the exterior of the Building;
- and
- (b) the option to extend the Term for sixty (60) months (the "Renewal Term").

3. This Memorandum of Lease is being executed and recorded in order to give notice of the existence of the Lease and certain rights, options, privileges and benefits described above.

4. The Lease is the full agreement between the parties. The provisions of this Memorandum of Lease are subject in all respects to the provisions of the Lease, to which reference must be made in connection with any matters affecting this Memorandum of Lease, the Lease, or any part of the property affected by the Lease. In the event of any conflict between the provisions of this Memorandum of Lease and the provisions of the Lease, the provisions of the Lease shall control, it being the intent of the parties that this Memorandum of Lease shall not alter or vary the terms of the agreement between the parties as set forth in the Lease. All capitalized terms used, but not otherwise defined, in this Memorandum of Lease, but which are defined in the Lease, shall have the meanings ascribed to them in the Lease.

5. Tenant agrees to look solely to Landlord's interest in the Land and the Building (together, the "Property"), and the sale, condemnation, and property insurance proceeds thereof, and any rental received by Landlord from the Property after Tenant has obtained a judgment against Landlord from a court of competent jurisdiction, for the enforcement of any judgment, award, order or other remedy allowed under or in connection with this Memorandum of Lease or the Lease or any related agreement, instrument or document or for any other matter whatsoever relating thereto or to the Building or Premises. Under no circumstances shall any present or future, direct or indirect, principals or investors, general or limited partners, officers, directors, shareholders, trustees, beneficiaries, participants, advisors, managers, employees, agents or affiliates of Landlord, or of any of the other foregoing parties, or any of their heirs, successors or assigns have any liability for any of the foregoing matters.

Landlord agrees to look solely to the assets of Tenant for the enforcement of any judgment, award, order or other remedy under or in connection with this Memorandum of Lease or the Lease or any related agreement, instrument or document or for any other matter whatsoever relating thereto or to the Building or Premises. Under no circumstances shall any present or future, direct or indirect, principals or investors, general or limited partners, officers, directors, shareholders, trustees, beneficiaries, participants, advisors, managers, employees, agents or affiliates of Tenant, or of any of the other foregoing parties, or any of their heirs, successors or assigns have any liability for any of the foregoing matters.

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TENANT:

Time Out Market (Chicago) LLC, a Delaware limited liability company

By: [Signature]

Name: DIZIER SOUZLAZ

Title: C.E.O

ACKNOWLEDGEMENT FOR TENANT:

STATE OF ^{ILLINOIS} ~~ILLINOIS~~)
COUNTY OF ^{LAWSON} ~~COOK~~) SS.:

The foregoing was acknowledged before me this 27th day of November, 2017, by Dizier Souzlaaz, the CEO of TIME OUT MARKET (CHICAGO), LLC, a Delaware limited liability company, on behalf of said limited liability company.

[Signature]
Notary Public

**CHARLES EKENG HENSHAW
SCRIVENER NOTARY**



JOHN VENN & SONS
SCRIVENER NOTARIES
TRANSLATORS
95 Aldwych London
WC2B 4JF England
Tel: 020 7395 4300

notary@johnvenn.co.uk
www.johnvenn.co.uk

MY COMMISSION IS
FOR LIFE



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4. Bears the seal / stamp of est revêtu du sceau / timbre de y está revestido del sello / timbre de	The Said Notary Public
Certified Attesté / Certificado	
5. at à / en	London
6. the le / el día	28 November 2017
7. by par / por	Her Majesty's Principal Secretary of State for Foreign and Commonwealth Affairs
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Exhibit A

Property Description

All that certain real property located in Cook County, State of Illinois, described as follows:

LOTS 10 TO 12, BOTH INCLUSIVE (EXCEPT THAT PART COMMENCING AT THE NORTHWEST CORNER; THENCE SOUTH ALONG WEST LINE 2 3/4 INCHES; THENCE EAST TO THE POINT IN THE EAST LINE OF THE WEST 1/2 OF LOT 11, 2 7/8 INCHES SOUTH OF THE NORTH LINE; THENCE EAST TO A POINT 9 3/4 INCHES WEST OF THE EAST LINE OF THE WEST 1/2 OF LOT 12 AND 2 3/4 INCHES SOUTH OF THE NORTH LINE; THENCE NORTH TO THE NORTH LINE; THENCE WEST ALONG THE NORTH LINE TO POINT OF BEGINNING) IN BLOCK 16 IN CARPENTER'S ADDITION TO CHICAGO IN SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Address: 914-926 W. Fulton Market
Chicago, IL

PIN: 17-08-416-004-0000

Office of Cook County Clerk's Office