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Doc# 1829519265 Fee \$58.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 10/22/2018 03:03 PM PG: 1 OF 11

Memorandum of Agreement:

The Patio Theater, Erineo Carranza & Zenith Music Management LLC

Legal Description:

LOTS 10 TO 13 AND THE EAST 2 FEET OF LOT 14 AND LOT 9 (EXCEPT THE NORTH 16 FEET AND EXCEPT THE WEST 8 FEET THEREOF) TOGETHER WITH VACATED ALLEY SOUTH AND ADJACENT TO SAID LOT 9 (EXCEPT THE WEST 8 FEET THEREOF) AND NORTH AND ADJACENT TO LOTS 10 AND 13 AND EXCEPT THAT PART CONVEYED TO THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS BY DOCUMENT NO. 92299268. IN W.H. ELDRED'S BOULEVARD SUBDIVISION OF THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRICIPAL MERIDIAN, IN COOK COUNTY, ILLNOIS. COMMONLY KNOWN AS 6008 WEST IRVING PARK ROAD, CHICAGO, IL 60634 PIN NO. 13-17-317-015

PIN#: 13-17-317-015

Address: 6008 W Irving Park, Chicago, IL. 60634

Preparer: Mario Bear, Broker

7339 W 194th st., Tinley Park, IL. 60487

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COMMERCIAL LEASE – PATIO THEATER – 6008 W Irving Park Chicago, IL 60634

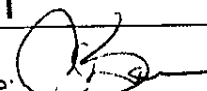

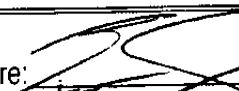
Lease Start Date	Lease End Date	Security Deposit
January 1, 2018	January 1, 2037	n/a

TENANT INFORMATION	
Name of Entity (& DBA)	ZENITH MUSIC MANAGEMENT LLC
Address of Premises	6008 W Irving Park Chicago, IL 60634
Phone	
Email	

LANDLORD INFORMATION	
Landlord Name	ERINEO CARRANZA
Address Of Landlord	4 Wood Creek Road Barrington, IL
Phone	
Email	

Notice Requirements. When Notice is required per the terms of this Lease, Notice must be in writing and must be delivered via hand delivery, mail or email. If by email, Notice shall be deemed received as soon as the email is sent so long as the sender does not receive a "Undelivered Mail Returned to Sender" message (known as a "bounce back" message). Tenant and its' Managers are required to provide an active email address and phone number on record with the Landlord.

Rent, Rent Escalations & Late Fee Rule	Additional Covenants
<p>Base Rent: Months 01-12: \$ 5,000 / Month</p> <p>Rent Escalations: 2% increase in Base Rent</p> <p>Late Fee Rule: 5% assessed against the Tenant if received after the 5th of the month.</p>	<p>Effective Date: This Commercial Lease will not go into effect until the prepaid rent equal to the first and last month of rent is paid in full to the Landlord. Tenant has until December 15th, 2017 to make this payment. If the Tenant fails to make payment by this point this Commercial Lease is null and void.</p>

TENANT	LANDLORD
Signature:  Date: Dec 13, 2017 By: Chris Beumda Title: President	Signature:  Date: 12-13-17 By: Owner Erineo Carranza Title:
Signature: _____ Date: _____ By: _____ Title: _____	Signature:  Date: 12-13-17 By: Erineo Carranza Title: Owner Landlord

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APPLICATION OF TENANT: TENANT ACKNOWLEDGES THAT THIS LEASE HAS BEEN EXTENDED TO TENANT PURSUANT TO AN APPLICATION SUBMITTED BY TENANT. THE ACCURACY OF THE INFORMATION THEREIN CONTAINED IS A MATERIAL CONDITION OF LANDLORD IN EXTENDING THIS LEASE TO TENANT. TENANT WARRANTS THAT ALL THE INFORMATION GIVEN BY TENANT IN APPLYING FOR THIS LEASE IS TRUE, CORRECT AND COMPLETE AND ACKNOWLEDGES THAT PROVIDING FALSE OR MISLEADING INFORMATION IS A MATERIAL BREACH OF THIS LEASE. IN CONSIDERATION OF THE MUTUAL AGREEMENTS AND COVENANTS HEREIN SET FORTH, AND IN FURTHER CONSIDERATION OF THE STATEMENTS MADE BY TENANT IN THE APPLICATION FOR LEASE AND ALL SUPPORTING DOCUMENTS THERETO, THE TRUTH AND ACCURACY THEREOF BEING ATTESTED TO BY TENANT, AND THE INFORMATION THEREIN CONTAINED BEING INCORPORATED INTO THIS LEASE AS IF SET FORTH HEREIN IN FULL, LANDLORD HEREBY LEASES TO TENANT, AND TENANT HEREBY LEASES FROM LANDLORD, FOR USE OF THE PREMISES, FOR THE ABOVE TERM. I UNDERSTAND THAT THIS LEASE WILL NOT GO INTO EFFECT UNTIL THE APPLICATION IS VERIFIED & THE REQUISITE PROOF OF INCOME, IDENTIFICATION & OTHER CREDIT VALUES ARE SUPPORTED.

COVENANTS AND CONDITIONS

- 1. RENT & RENT DUE DATE.** Rent includes monthly rent, late fees, parking fees, move-in fees, charge-backs and other charges due by Tenant under this Lease. Rent is due on or before the first of every month. Late fees apply when rent is received after the 5th day of the month.

USE OF PREMISES. Tenant's use of the Premises shall be in a lawful, careful, safe, and proper manner, and Tenant shall carefully preserve, protect, control and guard the same from damage. Nothing in this Lease shall be construed to grant Tenant an exclusive right to the purpose specified and under the specified trade name. Tenant shall procure, at Tenant's sole expense, any permits or licenses required for the transaction of the business in the Premises.

- 2. AS-IS CONDITION OF PREMISES.** Prior to Tenant moving into the Premises, Landlord may, at its sole option, decide to rehabilitate the Premises (See "Rehabilitation Prior to Move In" provision). Tenant's act of moving into the Premises shall be conclusive evidence that the Premises, rehabilitated or not, were in good order and satisfactory condition. No representation regarding the condition or rehabilitation of the Premises has been made by or on behalf of Landlord or relied upon by Tenant. Landlord is leasing the Premises to Tenant and Tenant hereby accepts this Lease and possession of the Premises without representation, covenant, or warranty of any kind (whether express, implied, or, to the maximum extent permitted by applicable law, statutory). As a material part of the consideration for this Lease, Tenant agrees to accept the Premises as an "as is" basis and "where is" basis, with all faults, and without any representation or warranty, all of which Landlord hereby disclaims. No warranty or representation is made by Landlord to fitness for any particular purpose, merchantability, design, quality, condition, operation or income, compliance with drawings or specifications, absence of defects, absence of hazardous or toxic substances, absence of faults, flooding or compliance with Legal Requirements including, without limitation, those relating to health, safety, and the environment.

Landlord shall not be liable to Tenant for any damage or injury to him or his property occasioned by the failure of Landlord to keep the Premises in repair, and shall not be liable for any injury or damage to property caused by or from any defect of, which includes but is not limited to plumbing, electric wiring or of insulation thereof, gas pipes, water pipes or steam pipes or from broken stairs, porches, railings, or walks, or from the backing up of any sewer pipe or down-spout, or from the bursting, leaking or running of any tank, tub, washstand, water closet or waste pipe, drain, or any other pipe or tank in, upon or about the Premises or the building of which they are a part nor from the escape of steam or hot water from any radiator.

- 3. EXPENSES.** Tenant is responsible for all expenses, costs and disbursements (excluding Taxes) obligations, liabilities of whatsoever nature paid, payable or incurred in connection with the insuring, management, maintenance, operation, replacement and repair of the Premises.

- 4. TAXES.** Intentionally Omitted.

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5. LICENSES The Tenant will be solely named on all licenses necessary to sell concert tickets and alcohol on the Premises (the "Licenses"). The Landlord will make any and all efforts to help Tenant solidify Licenses in a timely manner and ensure that Licenses remain in good standing. Charlie Burns, operator of Patio Theater under Patio Theater Management LLC and Finest Management LLC, license holder for both the Liquor and Public Place of Amusement licenses for the theater (the "License Holder"), has agreed to immediately transfer all licenses to Tenant.

- 6. UTILITIES.** Tenant shall promptly pay or cause to be paid all charges incurred for all utility services furnished to the Premises, including without limitation, telephone service, sanitary sewer, water, scavenger, gas, and electricity. Tenant shall also provide all replacement light bulbs and tubes and pay for all maintenance of all utilities during the lease term and any extension thereof.
- 7. INTERRUPTION OF SERVICE / DELAYS.** Landlord does not warrant that any of the utility services above-mentioned will be free from interruptions caused by war, insurrection, civil commotion, riots, acts of God or the enemy, governmental action, lockouts, picketing (whether legal or illegal), accidents, inability of Landlord to obtain fuel or supplies, or any other cause or causes beyond the reasonable control of Landlord. Any such interruption of service shall not be deemed an eviction or disturbance of Tenant's use and possession of the Premises, or any part thereof, or render Landlord liable to Tenant for damages, or relieve Tenant from the performance of Tenant's obligations under this Lease. Landlord shall have no responsibility or liability for the failure of any public or private utility to supply sufficient or adequate utility services to the Premises.

Additionally, in the event that either party shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure labor or materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, fire or other casualty or other reason of a similar or dissimilar nature beyond the reasonable control of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of the delay. However, this provision shall not operate to excuse Tenant from prompt payment of Rent or any other payments required by the terms of this Lease and shall not extend the Term.

- 8. COMPLIANCE WITH LEGAL REQUIREMENTS.** Tenant agrees that it shall occupy and use the Premises lawfully. Tenant shall at its sole cost and expense comply with the following (collectively, "Legal Requirements"): (i) all federal, state, county, municipal and other governmental and quasi-governmental statutes, laws, rules, orders, regulations and ordinances affecting the Premises or any part thereof, or the use or occupation of all or any part thereof, including, but not limited to, those which require the making of any changes, whether they are structural or non-structural or unforeseen or extraordinary, whether or not any such statutes, laws, rules, orders, regulations or ordinances which may be hereafter enacted involve a change of policy on the part of the governmental body enacting the same, and (ii) all rules, orders and regulations of the National Board of Fire Underwriters or other bodies exercising similar functions in connection with the prevention of fire or the correction of hazardous conditions, which apply to the Premises and (iii) all covenants, conditions and restrictions of record affecting the Premises. Tenant shall comply with the requirement of all policies of public liability, fire and other insurance which at any time may be in force with respect to the Premises. Without limiting the foregoing, Tenant shall not cause, nor permit, any hazardous or toxic substances to be brought upon, produced, stored, used, discharged or disposed of in, on or about the Premises without the prior written consent of Landlord and then only in compliance with all applicable environmental laws. If Tenant fails to comply with any Legal Requirements within a reasonable time after receiving notice, Landlord has the option to take the necessary measures to comply on behalf of the Tenant and any costs associated with said compliance shall be passed onto the Tenant and, at Landlord's sole option, Landlord may terminate this Lease.
- 9. CERTAIN RIGHTS RESERVED TO LANDLORD.** Landlord reserves the following rights, each of which Landlord may exercise without notice to Tenant and without liability to Tenant, and the exercise of any such rights shall not be deemed to constitute an eviction or disturbance of Tenant's use or possession of the Premises and shall not give

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rise to any claim for set-off or abatement of Rent or any other claim: (a) to change the name or street address of the Premises; (b) to install, affix and maintain any and all signs on the exterior or interior of the Premises; (c) to make repairs, decorations, alterations, additions, or improvements, whether structural or otherwise, in and about the Premises which Tenant is obligated but fails to make, and for such purposes to enter upon the Premises, temporarily close doors, corridors and other areas in the Premises, and Tenant agrees to pay Landlord for overtime and similar expenses incurred if such work is done other than during ordinary business hours at Tenant's request; (d) to retain at all times, and to use in appropriate instances, keys to all doors within and into the Premises; (e) to show or inspect the Premises at reasonable times and, if vacated or abandoned, to prepare the Premises for re-occupancy; and (f) to take any other action which Landlord deems reasonable in connection with the operation, maintenance or preservation of the Premises, provided that such action does not unreasonably interfere with Tenant's use of the Premises.

10. **MAINTENANCE AND REPAIRS.** Tenant shall, at its sole cost and expense, keep and maintain the Premises, including without limitation, the premises roof, awning, signage, exterior, foundation, structural and operational parts (including but not limited to cooling, heating, ventilation, air conditioning, plumbing equipment and fixtures), paving and landscaping, snow and ice removal, interior maintenance (including but not limited to floors, ceilings, walls, doors, toilets, sinks, appliances, windows, light replacement, etc.), and all other elements or systems of the Premises, in a condition and repair similar to its original condition and repair, reasonable wear and tear excepted. Replacement and repair parts, materials, and equipment used by Tenant to fulfill its obligations hereunder shall be of a quality equivalent to those initially installed within the Premises. All repair and maintenance work shall be done in a workmanlike manner and in accordance with the then existing federal, state, and local laws, regulations and ordinances pertaining thereto. Landlord shall have no obligation whatsoever with respect to the maintenance and repair of the Premises.

11. **ALTERATIONS.** Tenant shall have the right to make, at no expense to Landlord, improvements, alterations, or additions (hereinafter collectively referred to as "Alteration") to the Premises, whether structural or nonstructural, interior or exterior, provided that: (a) no Alteration shall be made without the prior written consent of Landlord; (b) no Alteration shall reduce or otherwise impair the value of the Premises; (c) no Alteration shall be commenced until Tenant has first obtained and paid for all required permits and authorizations of all governmental authorities having jurisdiction with respect to such Alteration; (d) any Alteration shall be made in a good workmanlike manner and in compliance with all laws, ordinances, regulations, codes, and permits; (e) Tenant shall hold Landlord harmless from and against any liens and claims for work, labor, or materials supplied to the Premises at the direction of Tenant, and in the event that any such liens or claims shall be filed for work, labor or materials supplied to the Premises at the direction of Tenant, Tenant shall, at Landlord's option, either escrow an amount equal to the amount of the lien or claim being filed, or obtain a bond for the protection of Landlord in an amount not less than the amount of the lien or claim being filed; and (f) any alteration, whether temporary or permanent in character, made by Landlord or Tenant in or upon the Premises (excepting only Tenant's furniture, equipment and trade fixtures) shall become Landlord's property and shall remain upon the Premises at the expiration or termination of this Lease without compensation to Tenant; provided, however, that Landlord shall have the right to require Tenant to remove such alteration at Tenant's sole cost and expense in accordance with the provisions of this Lease.

Upon completion of any alteration, Tenant shall promptly furnish Landlord with sworn owner's and contractors' statements and full and final waivers of lien covering all labor and materials included in such alteration.

12. **LANDLORD'S RIGHT OF ENTRY AND USE.** Landlord and its authorized representatives may enter the Premise with 7 day advance notice to Tenant.

13. **EXTERIOR SIGNS.** Upon prior written consent by Landlord, Tenant shall have the right to install and operate, at its sole cost and expense, any exterior sign(s) near the entrance of the Premises, which shall not be in violation of any law, statute or ordinance, and Tenant shall have the right to remove the same, provided that Tenant must

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repair any damage to the Premises caused by such removal. Landlord may demand that Tenant remove the sign(s) at any time. Upon notice of removal, Tenant shall remove within five (5) business days. If Tenant fails to remove within said time frame, Landlord shall remove and charge back the removal costs to the Tenant. If Tenant fails to obtain the sign(s) from Landlord within five (5) business days of Landlord's removal, the sign(s) shall be conclusively deemed to have been conveyed by Tenant to Landlord as by bill of sale without further payment or credit by Landlord to Tenant.

14. **INSURANCE.** Tenant, at its expense, shall maintain at all times during the Term the following insurance policies: (a) fire insurance, including extended coverage, vandalism, malicious mischief, sprinkler leakage and water damage coverage and demolition and debris removal, insuring the full replacement cost of the Premises (as presently existing) and all improvements, alterations or additions to the Premises made at Tenant's expense; (b) commercial general liability insurance, contractual liability insurance and property damage insurance with respect to the Premises, with limits to be set by Landlord from time to time but in any event not less than \$1,000,000 combined single limit for personal injury, sickness or death or for damage to or destruction of property for any one occurrence; and (c) insurance against such other risks and in such other amounts as Landlord may from time to time reasonably require. The form of all such policies and deductibles thereunder shall be subject to Landlord's prior approval. All such policies shall be issued by triple A insurers acceptable to Landlord and licensed to do business in the State in which the Premises are located and shall contain a waiver of any rights of subrogation thereunder. In addition, the policies shall name Landlord as a loss payee, and shall name Landlord, Landlord's mortgagee and any other parties designated by Landlord as additional named insureds, shall require at least thirty days' prior written notice to Landlord and each other named insured of termination or modification and shall be primary and not contributory. Tenant shall, at least ten days prior to the Start Date, and within ten days prior to the expiration of each such policy, deliver to Landlord certificates evidencing the foregoing insurance or renewal thereof, as the case may be.
15. **FIRE AND CASUALTY.** In the event of damage to, or destruction of, any portion of the Premises or of the fixtures and equipment therein, by fire or other casualty, Tenant shall promptly, at its expense, repair, restore or rebuild the same to the condition existing prior to the happening of such fire or other casualty (with such alterations as Landlord shall reasonably approve) in accordance with the Alteration's provision. Rent shall not be reduced or abated during the period of such repair, restoration or rebuilding even if the improvements are not tenantable. No such damage to or destruction shall result or permit Tenant to terminate this Lease.
16. **LANDLORD'S ELECTION.** If the Premises are rendered wholly untenable; are substantially damaged (i.e. the cost to repair or replace exceeds 50% of their value); are substantially damaged during the term of the Lease, regardless of insurance coverage; or the building of which they are a part (whether the Premises are damaged or not) or all of the building which then comprise the Premises are damaged to the extent of fifty percent (50%) or more of the value thereof, so that the Premises cannot, in the reasonable judgment of Landlord, be operated as an integral unit; or are damaged and the holder of any mortgage, deed of trust or other lien requires the use of all or any part of Landlord's insurance proceeds in satisfaction of all or part of this indebtedness secured by any such mortgage, deed of trust or other lien, then or in any of such events, Landlord may either elect to repair the damage to the extent of insurance proceeds received or may cancel this Lease by notice of cancellation within ninety (90) days after such event (whereupon this Lease shall expire and Tenant shall vacate and surrender the Premises to Landlord). Tenant's liability for rent, subject to the provisions regarding abatement of minimum rent contained above, shall continue until the date of termination of this Lease.
17. **CONDEMNATION.** If the entire Premises is taken by reason of a condemnation (or by a deed given in lieu thereof), then either party may terminate this Lease by giving written notice of termination to the other party within thirty days after such condemnation, in which event this Lease shall terminate effective as of the date of such condemnation (See "Notice Requirements" provision). If this Lease so terminates, Rent shall be paid through and apportioned as of the date of such condemnation, and Landlord shall be entitled to the entire award and compensation therefrom. Except as expressly provided above, this Lease shall not be terminated and the Rent

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payable hereunder shall not be reduced or abated as a consequence of any such taking or condemnation.

18. **WAIVER OF CLAIMS / INDEMNIFICATION.** Tenant assumes the entire responsibility and liability for, and agrees to pay, indemnify, defend and hold harmless Landlord, and its respective principals, agents, affiliates, stockholders, directors, partners, members, officers, managers, employees, trustees and beneficiaries (collectively, the "Indemnified Parties") from and against any loss, expense, liability, damage or cost (including, without limitation, judgments, attorneys' fees and costs, court costs and the cost of appellate proceedings) which any of the Indemnified Parties incur because of injury to or death of any person or damage of any personal property or any other claim arising out of, in connection with the Premises or Use of Premises or part thereof or any equipment therein becoming in disrepair or in connection with any products or services provided by Tenant. Tenant, for itself and its agents, employees and subcontractors, and any party claiming through any of them, also waives all right of recovery, claim, action or cause of action against the Indemnified Parties for any matters described in the preceding sentence. This indemnity shall not be limited by any limitation on amount or type of damages, compensation or benefits payable by contract or by any federal or state law.

Additionally, without limitation of any other provisions hereof, Tenant agrees to defend, protect, indemnify and save harmless Landlord of and from all liability to third parties arising out of the negligence or willful acts of Vendor and its servants, agents, employees, contractors, suppliers and workmen or invitees. This section shall survive the termination or cancellation of this Lease.

19. **ASSIGNMENT, SUBLETTING AND CHANGE OF OWNERSHIP.** Tenant shall have the sole right to assign this Lease or sublet the Premises, or any part thereof, without the prior written consent of Landlord, to any entity of Tenant choice where Tenant controls a majority ownership. Provided, however, that no assignment of this Lease, whether by act of Tenant or by operation of law, and no sublease of the Premises, or any part thereof, by or from Tenant, shall relieve or release Tenant from any of its obligations hereunder. Additionally, Tenant shall not change or transfer ownership, management or control of the company to any other entities that Tenant is not majority owner without prior written consent of Landlord.

20. **SURRENDER / TERMINATION OF LEASE.** Upon termination of this Lease, whether by lapse of time or otherwise, or upon the exercise by Landlord of the power to enter and repossess the Premises without terminating this Lease, as hereinbefore provided, Tenant shall at once surrender possession of the Premises to Landlord in a condition and order of repair substantially similar to its original condition and order of repair upon the commencement of the lease term, reasonable wear and tear and damage by events of casualty, excepted, and shall at once remove all of Tenant's personal property and trade fixtures from the Premises. Upon any such termination, Tenant shall, as directed by Landlord, either remodel any addition to the Premises constructed by Tenant, so as to facilitate use of such addition for office operations or remove such addition from the Premises. Any such remodeling or removal of any addition to the Premises shall be made by Tenant at its sole cost and expense, but only after receiving written approval from Landlord.

If, upon any such termination, Tenant fails to remove its property or fixtures, the property or fixtures shall be deemed to have been abandoned and conveyed by Tenant to Landlord as by bill of sale without further payment or credit by Landlord to Tenant. Additionally, Landlord shall have the right to remove property or fixtures without the same constituting an actual or constructive eviction or illegal self-help and without incurring any liability to Tenant.

21. DEFAULTS AND REMEDIES.

- A. **Default.** The occurrence of any of the following shall constitute a default (a "Default") by Tenant under this Lease: (i) Tenant fails to pay any Rent on or before the first of every month; (ii) Tenant violates any provision of this Lease; (iii) the leasehold interest of Tenant is levied upon or attached under process of law; (iv) Tenant dissolves; (v) Tenant abandons or vacates the Premises; or (vi) any voluntary or involuntary proceedings are

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filed by or against Tenant under any bankruptcy, insolvency or similar laws and, in the case of any involuntary proceedings, are not dismissed within thirty days after filing. Landlord may initiate termination of the Lease without notice to Tenant.

- B. Vacating Before End of Term. If, for any reason, Tenant vacates before the end of the term of the Lease, Landlord may recover from Tenant and Tenant shall pay to Landlord, on demand, as and for liquidated and final damages, an accelerated lump sum amount equal to the aggregate amount of Rent owing from the date of such termination through the End Date plus Landlord's estimate of the aggregate expenses of reletting the Premises, which includes but is not limited to, all brokerage, advertising, legal, alteration, and other expenses incurred to secure a new tenant for the Premises. In such case, Landlord shall use reasonable efforts to relet the Premises on such terms as Landlord shall reasonably deem appropriate; provided, however, Landlord may first lease Landlord's other available space and shall not be required to accept any tenant offered by Tenant or to observe any instructions given by Tenant about such reletting.
- C. Other Remedies. Landlord may but shall not be obligated to perform any obligation of Tenant under this Lease; and, if Landlord so elects, all costs and expenses paid by Landlord in performing such obligation, shall be reimbursed by Tenant to Landlord on demand. Any and all remedies set forth in this Lease: (i) shall be in addition to any and all other remedies Landlord may have at law or in equity, (ii) shall be cumulative, and (iii) may be pursued successively or concurrently as Landlord may elect. The exercise of any remedy by Landlord shall not be deemed an election of remedies or preclude Landlord from exercising any other remedies in the future.
- D. Venue. If either Landlord or Tenant desires to bring an action against the other in connection with the Lease, Tenancy or Premises, such action shall be brought in the federal or state courts located in which the Premises are located or at a Venue of Landlord's choosing. Tenant consents to the jurisdiction of such courts and waive any right to have such action transferred from such courts on the grounds of improper venue or inconvenient forum.
- E. Attorneys' Fees. Tenant shall pay to Landlord all costs and expense, including reasonable attorneys' fees, incurred by Landlord in enforcing this Lease or incurred by Landlord as a result of any litigation to which Landlord becomes a party as a result of this Lease.
- F. Non-Waiver and Right to Cure Defaults. Neither a failure by Landlord to exercise any of its options hereunder, nor a failure to enforce its rights or seek its remedies upon any default, nor an acceptance by Landlord of any rent accruing before or after any default, shall affect or constitute a waiver of Landlord's right to exercise such option, to enforce such right, or to seek such remedy with respect to that default or to any prior or subsequent default. The remedies provided in this Lease shall be cumulative and shall not in any way abridge, modify or preclude any other rights or remedies to which Landlord is entitled, either at law or in equity.
22. **HOLDING OVER.** If Tenant retains possession of the Premises after the expiration or termination of the Term or Tenant's right to possession of the Premises, Tenant shall pay Rent during such holding over at double the rate in effect immediately preceding such holding over computed on a monthly basis for each month or partial month that Tenant remains in possession. Tenant shall also pay, indemnify and defend Landlord from and against all claims and damages, consequential as well as direct, sustained by reason of Tenant's holding over. Or, if Landlord shall agree, Tenant shall continue in possession of the Premises beyond the termination of the lease term, and such holding over shall be considered an extension of this Lease on a month to month basis (Landlord may charge an additional month to month fee), until terminated by either party by giving not less than 30 days written notice of termination to the other. Such holding over shall be upon the same terms and conditions as are set forth in this Lease.

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23. **ESTOPPEL CERTIFICATE.** Tenant shall, at Landlord's request upon not less than ten days' prior notice by Landlord, execute, acknowledge, and deliver to Landlord, or such other party as Landlord may specify, a statement in writing certifying that this Lease has not been modified and is still in full force and effect (or if modified, that the same is in full force and effect as modified and stating the modifications), and the dates to which the rent and any other obligations to be paid hereunder by Tenant have been paid, and stating whether or not, to the best of the knowledge of Tenant, Tenant or Landlord is in default in performance of any obligation hereunder, and if so, specifying each such default.
24. **SUBORDINATION.** The Lease and the rights of the Tenant (including all of the terms, covenants and provisions thereof) is and shall be subject and subordinate to, in all respects, the liens, terms and provisions of the mortgage and all other loan documents and any amendment, renewal, substitution, extension or replacement thereof to the full extent of any and all amounts from time to time secured thereby and interest thereon and to all of the terms and provisions of the mortgage, all with the same force and effect as if the mortgage had been executed, delivered and recorded and all proceeds thereof disbursed prior to the execution, delivery and effective date of the Lease.
25. **ATTORNMEN**T. In the event of a foreclosure of the mortgage, or a conveyance in lieu of foreclosure of the mortgaged Premises for any reason, and the mortgagee or any purchaser at a foreclosure sale under the mortgage (each, sometimes hereafter referred to as a "New Landlord") acquires title to the mortgaged Premises through such foreclosure or conveyance in lieu of foreclosure, Tenant shall be bound to the New Landlord under all terms of the Lease for the balance of the term thereof (and any extensions or renewals, if previously at that time or thereafter exercised by Tenant) upon the same terms and conditions set forth in the Lease. Tenant hereby attorns to any New Landlord, such attornment to be effective and self-operative, without the execution of any further instruments on the part of any parties hereto, immediately upon the New Landlord succeeding to the interest of Landlord under the Lease by such acquisition of title. The mortgagee hereby agrees to use its best efforts to give Tenant prior written notice of such foreclosure or conveyance in lieu of foreclosure; provided, however, it is understood and agreed that the failure by the mortgagee to give Tenant such notice shall not be deemed in any way a defense to or otherwise impair the effectiveness of the foregoing obligation of Tenant to attorn to any New Landlord. Except as otherwise herein provided, the respective rights and obligations of Tenant and any New Landlord upon such attornment shall, to the extent of the then remaining balance of the term of the Lease (and any extensions or renewals, if previously at that time or thereafter exercised by Vendor), be the same as now set forth therein.
26. **MISCELLANEOUS.**
- A. **Severability.** The invalidity or unenforceability of any particular provision of this Lease shall not affect the other provisions hereof and this Lease shall be construed in all respects as if such invalid or unenforceable provision were omitted.
- B. **Captions.** The headings and titles in this Lease are for convenience only and shall have no effect upon the construction or interpretation of this Lease.
- C. **Disturbance of Others.** Excessive noise or the disturbance of others is not tolerated. Landlord concedes that the nature of Tenant's business is live entertainment and that noise will be kept at levels in accordance to liquor and public place of amusement licenses.

The image shows a handwritten signature and a circular stamp or initials. The signature is a stylized, cursive name, possibly 'JL'. To its right is a circular stamp containing the letters 'CB'.

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ATTORNEY REVIEW & FUNDING. This Agreement is subject to an attorney review period extending a total of 14 days from the execution of this Agreement (the "Attorney Review"). At or before the conclusion of the Attorney Review, Tenant to furnish to Landlord a check with the sum of first and last month's rent.

LIEN ON PROPERTY. If at any point Tenant is forced to vacate property or Tenant is unable to operate due to the negligence of Landlord, condemnation or seizure of the property by a government authority or other party, or any other action causing harm to Tenant due to Landlord actions, Landlord is to pay Tenant immediately the total sum of \$10,000 dollars or a refund of last month's rent. If Landlord is unable to pay, these monies are to act as senior debt and a lien placed on the premises, building and all other assets of Landlord until paid in full. If tenant is unable to operate business for at any point within the first six months of passion, Landlord is to refund the fist month's rent of \$10,000 as well and these monies also will act as senior debt to Landlord should they not be repaid immediately .

This Lease, exhibits and any future written, authorized addendum or modifications shall constitute the entire Lease between the parties with respect to its subject matter. This Lease supersedes all prior or contemporaneous agreements, representations, or understandings, written or oral, explicit or implied, concerning the subject matter of this Agreement. This Lease may not be modified or amended except in a writing signed by a duly authorized representative of each party; no other act, document, usage or custom will be deemed to amend or modify this Lease. Time is of the essence of this Agreement. Both individuals below have authority to sign this Lease.

Tenant: [Signature] President Dec 13, 2017
Signature Title Date

Landlord: [Signature] Owner 12-13-2017
Signature Title Date

DEPT. OF COOK COUNTY CLERK'S OFFICE

UNOFFICIAL COPY

AFFIDAVIT FOR RECORDER'S LABELING OF SIGNATURES AS COPIES

REQUEST TO RECORD PHOTOCOPIED DOCUMENTS PURSUANT TO §55 ILCS 5/3-5013

I MARIO BEAR, being duly sworn, state that I have access to the copies of the attached
(print name above)

document(s), for which I am listing the type(s) of document(s) below:

MEMORANDUM OF AGREEMENT (LEASE) - THE PATIO THEATRE
(print document types on the above line)

which were originally executed by the following parties whose names are listed below:

ERIN ED CARRANZA
(print name(s) of executor/grantor)

ZENITH MUSIC MANAGEMENT LLC.
(print name(s) of executor/grantee)

for which my relationship to the document(s) is/are as follows: (example - Title Company, Agent, Attorney, etc.)

REAL ESTATE BROKER
(print your relationship to the document(s) on the above line)

OATH REGARDING ORIGINAL

I state under oath that the original of this document is now LOST or NOT IN POSSESSION of the party seeking to now record the same. Furthermore, to the best of my knowledge, the original document was NOT INTENTIONALLY destroyed, or in any manner DISPOSED OF for the purpose of introducing this photo to be recorded in place of original version of this document. Finally, I, the Affiant, swear I have personal knowledge that the foregoing oath statement contained therein is both true and accurate.

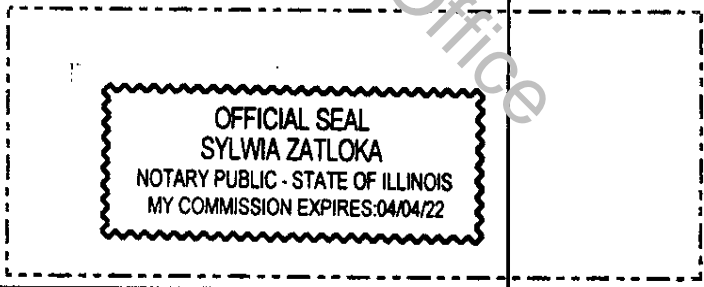
Mario Bear
Affiant's Signature Above

10/19/18
Date Affidavit Executed/Signed

THE BELOW SECTION IS TO BE COMPLETED BY THE NOTARY THIS AFFIDAVIT WAS SUBSCRIBED AND SWORN TO BEFORE

October 19, 2018
Date Document Subscribed & Sworn Before Me

[Signature]
Signature of Notary Public



SPECIAL NOTE: This is a courtesy form from the CCRD, and while a similar affidavit is necessary for photocopied documents, you may use your own document so long as it includes substantially the same information as included in the above document. Additionally, any customer seeking to record a facsimile or other photographic or photostatic copy of a signature of parties who had executed such a document has the option to include this Affidavit in the recording, at their own expense if such expense is incurred, as an "EXHIBIT" and NOT the coverage. However, this affidavit is NOT required to be recorded, only presented to the CCRD as the necessary proof required before the recorder may record such a document. Finally, the recorded document WILL be stamped/labeled as a copy by the CCRD prior to its recording.

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