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MEMORANDUM OF LEASE

This MEMORANDUM OF LEASE ("Memorandum") is made as of February 10, 2020 by and between **TCB-Kedzie, LLC** ("Landlord"), having an address of c/o Newport Capital Partners, 353 N. Clark Street, Suite 3625, Chicago, IL 60654 and **Octapharma Plasma, Inc.** ("Tenant"), having an address of 10644 Westlake Drive, Charlotte, NC 28273.

RECITALS

WHEREAS, Landlord and Tenant are the landlord and tenant, respectively, under that certain Commercial Lease Agreement dated as of July 8, 2019 (the "Lease") relating to certain real property located in the City of Chicago, County of Cook, State of Illinois more particularly described on **Exhibit A** attached hereto (the "Premises"); and

WHEREAS, Landlord and Tenant desire to execute this Memorandum to provide constructive notice of Tenant's rights under the Lease to all third parties.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree and state as follows:

Section 1. Names and Addresses. The names and addresses of the parties to this Memorandum and to the Lease are as set forth in the first paragraph hereof.

Section 2. Description of the Property. The Premises covered by the Lease are located at 4760 South Kedzie, Chicago, IL.

Section 3. Lease Term. The Landlord leases the Premises to the Tenant for an initial term of 10 years, commencing on the Rent Commencement Date, as defined in the Lease. The Tenant has the right to renew the Lease for three (3) additional terms of five (5) years.

Section 4. Exclusive Use. The Lease grants Tenant the exclusive right to operate a plasmapheresis center in the Shopping Center and prohibits Landlord from allowing any current or future tenants from operating in the Shopping Center for a similar use.

Section 5. Prohibited Uses. Tenant shall not use the Leased Premises for and Landlord shall not permit any other tenant or third party to use any other premises within the Shopping Center for, at any time during the Term of this Lease, any of the following uses (collectively, the "Prohibited Uses"):

- a. A place of public entertainment or recreation facility, including, without limitation, a bowling alley, theater, skating rink, billiard parlor, bingo parlor, off-track betting facility, gambling casino, gaming hall, or gun range,;
- b. A massage parlor (provided this restriction shall not prohibit massages in connection with a beauty salon, health club or athletic facility, or a national massage chain such as Massage Envy) or tattoo parlor;
- c. Nude or partially nude bars and nightclubs;
- d. The sale of drug paraphernalia;
- e. Adult book stores or video stores;
- f. A flea market, second-hand store or pawn shop;



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

KAREN A. YARBROUGH

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- g. Any business or use which emits offensive odors, fumes, dust or vapor which constitutes a public or private nuisance, or emits loud noises or sounds which are reasonably objectionable to the Shopping Center customers, users or occupants, or which creates a fire, explosive or other hazard;
- h. A manufacturing facility, warehouse or other industrial use;
- i. A church or other place of public worship;
- j. Intentionally deleted;
- k. The storage, sale, display, repair, rental or servicing of cars, boats or other motorized vehicles or equipment; or
- l. Intentionally deleted.

Section 6. Other Provisions. This Memorandum is not intended to alter or amend the terms and provisions of the Lease. Notice is hereby given that the Lease contains additional terms, covenants, conditions and provisions not set forth in this Memorandum, and any provisions stated herein shall be governed by the terms, covenants, conditions and provisions of the Lease. Any party who is interested in acquiring an interest in the Property should contact the Landlord and the Tenant for further information regarding the requirements and restrictions contained in the Lease.

Section 7. Successors and Assigns. This Memorandum and the Lease shall bind and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject, however, to the provisions of the Lease on assignment.

Section 8. Governing Law. This Memorandum and the Lease are governed by Illinois law.

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IN WITNESS WHEREOF, the parties have caused this Memorandum of Lease to be executed by their duly authorized representatives and to be dated the date first written above.

TCB-Kedzie, LLC

Octapharma Plasma, Inc.

BY: _____
Name:
Title:

BY: Barry Pomeroy
Name: Barry Pomeroy
Title: VP of Finance

BY: Judith Smith
Name: Judith Smith
Title: EVP/COO

STATE OF)
)
) ss:
COUNTY OF)

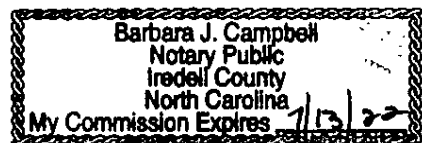
On the ___ day of _____ in the year 2020 before me, the undersigned Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

STATE OF NORTH CAROLINA)
) ss:
COUNTY OF MECKLENBURG)

On the 10 day of February in the year 2020 before me, the undersigned Notary Public in and for said state, personally appeared Barry Pomeroy and Judith Smith, VP of Finance and EVP/COO, respectively, of Octapharma Plasma, Inc., personally know to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledge to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Barbara J. Campbell
Notary Public



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EXHIBIT A

LEGAL DESCRIPTION OF SHOPPING CENTER

Parcel 1:

The South 410 feet (except the North 50 feet thereof) of the North 853 feet of the West 472 feet of the East 505 feet of Section 11, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, except that part described as follows:

That part of Blocks 1 and 16 in James H. Ree's Subdivision of the Northeast Quarter of Section 11, Township 38 North, Range 13, East of the Third Principal Meridian, described as follows:

Commencing at the intersection of the South line of the North 853.0 feet of Section 11 with the West line of the East 33.0 feet of Section 11; thence North 00 degrees 00 minutes 00 seconds East along the West line of the East 33.0 feet aforesaid 100.0 feet to the point of beginning; thence North 89 degrees 48 minutes 00 seconds West 85.0 feet to the West line of the East 118.0 feet of Section 11 aforesaid; thence North 00 degrees 00 minutes 00 seconds East along the last described line 100.0 feet to the North line of the South 200.0 feet of the North 853.0 feet of Section 11 aforesaid; thence South 89 degrees 48 minutes 00 seconds East along the last described line 85.0 feet to the West line of the East 33.0 feet of Section 11 aforesaid; thence South 00 degrees 00 minutes 00 seconds West along the last described line 100.0 feet to the point of beginning, in Cook County, Illinois.

Parcel 2:

Non-exclusive, perpetual, and reciprocal easement for the benefit of Parcel 1 for reasonable access, ingress and egress for the use of all paved driveways and walkways as created by Declaration of Easements, Covenants, Conditions and Restrictions dated April 6, 1995, and recorded April 11, 1995, as document number 952-1207, within the following described land:

That part of Blocks 1 and 16 in James H. Ree's Subdivision of the Northeast Quarter of Section 11 Township, 38 North, Range 13, East of the Third Principal Meridian, described as follows:

Commencing at the intersection of the South line of the North 853.0 feet of Section 11 with the West line of the East 33.0 feet of Section 11; thence North 00 degrees 00 minutes 00 seconds East along the West line of the East 33.0 feet aforesaid 100.0 feet to the point of beginning; thence North 89 degrees 48 minutes 00 seconds West 85.0 feet to the West line of the East 118.0 feet of Section 11 aforesaid; thence North 00 degrees 00 minutes 00 seconds East along the last described line 100.0 feet to the North line of the South 200.0 feet of the North 853.0 feet of Section 11 aforesaid; thence South 89 degrees 48 minutes 00 seconds East along the last described line 85.0 feet to the West line of the East 33.0 feet of Section 11 aforesaid; thence South 00 degrees 00 minutes 00 seconds West along the last described line 100.0 feet to the point of beginning, in Cook County, Illinois.

Address: 4812 South Kedzie Avenue
Chicago, IL 60632

PIN: 19-11-201-031-0000
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19-11-201-057-0000
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