

# UNOFFICIAL COPY

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KAREN A. YARBROUGH

COOK COUNTY CLERK'S OFFICE

Date 3/14/2024 2:19 PM Pg: 1 of 5

Prepared by and  
when recorded  
return to:

William H. Hof  
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Suite 1500  
St. Louis, MO 63105-3433

## MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (the "Memorandum") is dated as of the 7<sup>th</sup> day of March, 2024, by and between **328 N CARPENTER, L.L.C.**, a Delaware limited liability company, with an address at 227 W. Monroe St., Suite 5200, Chicago, IL 60602 ("Landlord"), and **I3 GROUP, INC.**, a Delaware corporation, with an office at 550 Bond Street, Lincolnshire, IL 60069, Attention: Mike Greenberg ("Tenant").

### WITNESSETH:

(1) Defined Terms. Except as otherwise specifically provided herein, all terms that are capitalized herein shall have the same meanings as set forth in the "Lease" (hereinafter defined).

(2) Demise.

A. By Office Lease entered into as of March 7<sup>th</sup>, 2024 (the "Lease"), Landlord has demised and leased to Tenant, and Tenant has rented from Landlord the Premises constituting the entirety of the sixth (6<sup>th</sup>) floor, known as Suite 600, in the building located at 318 N. Carpenter Street, Chicago, Illinois (the "**Building**").

B. A legal description of the Land upon which the Building is located is attached hereto as Exhibit A and incorporated herein by this reference.

(3) Lease Term and Option.

A. The initial Term of the Lease shall begin on the Commencement Date of December 1, 2024 and shall continue thereafter for eight (8) years, subject to extension for the Extension Option (described in paragraph (3)(B) below).

B. Subject to the terms, provisions and conditions set forth in the Lease, Tenant has one (1) option to extend the Term of the Lease for five (5) years commencing on the date on

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which the Lease would otherwise expire.

(4) **Right of First Offer.** Subject to the terms, provisions and conditions set forth in the Lease, Tenant has a right of first offer to lease the entirety of the fifth (5<sup>th</sup>) floor of the Building, as more fully set forth in the Lease.

(5) **Right of First Refusal.** Subject to the terms, provisions and conditions set forth in the Lease, Tenant has a right of first refusal to lease the entirety of the third (3<sup>rd</sup>) floor of the Building, as more fully set forth in the Lease.

(6) **Miscellaneous.** Notwithstanding anything contained in this Memorandum, all of Tenant's rights and options contained in the Lease and memorialized in this Memorandum and all restrictions and limitations contained in the Lease and imposed upon Landlord and the Premises, are and shall remain subject to the terms, provisions and conditions contained in the Lease and Tenant's compliance therewith. In addition to those terms referred to hereinabove, the Lease contains numerous other terms, covenants and conditions which likewise affect the Premises, and notice is hereby given that reference should be had to the Lease directly with respect to the details of such terms, covenants and conditions. Copies of the Lease are maintained at the offices of Landlord and Tenant as set forth above. This Memorandum does not alter, amend, modify or change the Lease or the exhibits thereto in any respect. This Memorandum is executed by the parties for the purpose of recordation in the records of the County and State in which the Premises is located, and it is the intent of the parties that this Memorandum shall be so recorded and shall give notice of and confirm the Lease and exhibits thereto and all of its terms to the same extent as if all of the provisions of the Lease and exhibits thereto were fully set forth herein. The Lease and exhibits thereto are hereby incorporated by reference in this Memorandum, and the parties hereby ratify and confirm the Lease as if such Lease were being re-executed by them and recorded. In the event of any conflict between the provisions of this Memorandum and the Lease, the provisions of the Lease shall, in all instances, govern, control and prevail.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, Landlord and Tenant have caused this Memorandum to be duly executed and sealed as of the date first above written.

LANDLORD:

**328 N CARPENTER, L.L.C.,**  
a Delaware limited liability company

By: [Signature]  
Name: John T. Murphy  
Title: Manager

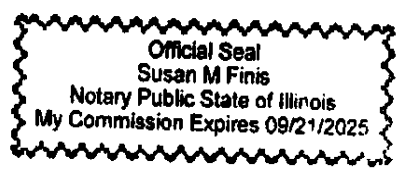
STATE OF Illinois )  
COUNTY OF Cook ) ss:

On this 7<sup>th</sup> day of March, 2024, before me, a Notary Public in and for such County and State, personally appeared John T. Murphy, to me personally known, who, being by me duly sworn, did say that he/she is the Manager of 328 N CARPENTER, L.L.C., a Delaware limited liability company, and that such instrument was signed in behalf of such entity by authority of its members and such person acknowledged such instrument to be the free act and deed of such entity.

IN WITNESS WHERE, I have hereunto set my hand and affixed my seal the day and year last above written.

[Signature]  
Notary Public

My Commission Expires:  
9-21-25



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TENANT:

I3 GROUP, INC.,  
a Delaware corporation

By: *Michael Greenberg*  
Name: MICHAEL GREENBERG  
Title: PRESIDENT

STATE OF Illinois )  
  ) )  
COUNTY OF Lake ) )

ss:

On this 7th day of March, 2024, before me, a Notary Public in and for such County and State, personally appeared Michael Greenberg to me personally known, who, being by me duly sworn, did say that he/she is the President of I3 GROUP, INC., a Delaware corporation, and that such instrument was signed in behalf of such corporation by authority of its board of directors, and such person acknowledged such instrument to be the free act and deed of such corporation.

IN WITNESS WHERE, I have hereunto set my hand and affixed my seal the day and year last above written.

*Steven F Rice*  
Notary Public

My Commission Expires:



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## EXHIBIT A

### LEGAL DESCRIPTION OF THE LAND

REAL PROPERTY IN THE CITY OF CHICAGO, COUNTY OF COOK, STATE OF ILLINOIS,  
DESCRIBED AS FOLLOWS:

THAT PART OF LOTS 1, 4, 5, 8, 9, 12, 13 AND 16 IN SUB BLOCK 13, IN CARPENTER'S  
ADDITION TO CHICAGO, TAKEN AS A TRACT AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT; THENCE SOUTH 00  
DEGREES 09 MINUTES 38 SECONDS WEST ALONG THE EAST LINE OF SAID TRACT  
127.04 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 06 SECONDS WEST 120.53  
FEET TO THE WEST LINE OF SAID TRACT; THENCE NORTH 00 DEGREES 10 MINUTES  
25 SECONDS EAST ALONG THE WEST LINE OF SAID TRACT 127.02 FEET TO THE  
NORTHWEST CORNER OF SAID TRACT; THENCE SOUTH 89 DEGREES 38 MINUTES 41  
SECONDS EAST ALONG THE NORTH LINE OF SAID TRACT 120.50 FEET TO THE POINT  
OF BEGINNING, ALL IN THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION  
8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN  
COOK COUNTY, ILLINOIS.

Address: 318-328 North Carpenter Street and 1039 West Carroll Avenue, Chicago Illinois  
(f/k/a 328 North Carpenter Street)

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