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Chicago Title Insurance Company  
222 South Ninth St., Suite 3250  
Minneapolis, MN 55402

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4389 0257 38 001 Page 1 of 7  
2000-07-25 11:22:24  
Cook County Recorder 63.00



RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:  
BRUCE RAMIN, ESQ.  
THE TJX COMPANIES, INC.  
770 COCHITUATE ROAD  
FRAMINGHAM, MA 01701

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE, made and entered into as of this 26th day of May, 2000, by and between Ryan Companies US, Inc. (the "Landlord"), and HOMEGOODS, INC., a Delaware corporation, (the "Tenant"), provides:

1. Lease. The provisions set forth in a written lease between the parties hereto dated May 26, 2000 (the "Lease") are hereby incorporated by reference in this Memorandum.

2. Demised Premises. The Demised Premises are more particularly described as follows:

The Demised Premises consist of a one-story building, to be constructed by Landlord as herein provided, and contain approximately Thirty Thousand (30,000) square feet of floor area having a frontage and width of approximately one hundred eight two (182) feet and other dimension as shown upon the plan attached hereto ("the Lease Plan"), and are a portion of the premises within the Shopping Center referred to hereinbelow labeled HomeGoods on the Lease Plan. The Lease Plan shall not be modified in any way without Tenant's consent, which may be withheld at Tenant's sole and absolute discretion. In addition, Tenant shall have the exclusive right to use certain service areas adjacent to the Demised Premises which contain an exterior loading dock and trash storage area for Tenant's delivery and removal activities and for Tenant's compactor, dumpster and/or trash receptacles. It is expressly understood and agreed that said service areas shall not be included in computing minimum rent pursuant to Section 5.1 of the lease or Tenant's Fraction (defined in Section 6.1) for purposes of Article VI and Paragraph 10 of Schedule B. If after completion of Landlord's Construction Work the Demised Premises shall contain less than the floor area required above then, in addition to all other remedies of Tenant, as a result thereof, the minimum rent payable by Tenant pursuant to Section 5.1 shall be reduced proportionately. Landlord agrees that the name of the Shopping Center shall not contain the trade name of any business operated in the Shopping Center.

3. Term and Option to Extend Term. The original term of the Lease shall be the period of ten (10) years and a fraction of month commencing on the Commencement Date (as described below) and terminating on the last day of the month during which the tenth (10th) anniversary of the Commencement Date shall occur, except, however, that if the Commencement Date shall be a first day of a calendar month then the original term of this lease shall be the period of ten (10) years commencing on the Commencement Date and terminating on the tenth (10th) anniversary thereof.

Tenant shall have the right, at its election, to extend the term of the Lease three (3) extension periods of five (5) years each, each commencing upon the expiration of the original term, or the original term as thus previously extended. In addition, Tenant shall have the right, at its election, to extend the original term, or the original term as it may have been previously extended as aforesaid, an extension period of a fraction of a year ending upon the January 31st next following the expiration of the original term, or the original term as previously extended, as the case may be. Such extensions shall be granted upon the terms and conditions set forth in the Lease.

4. Commencement Date. An "Opening Day" shall be any Monday through Friday (except for legal holidays) between April 1 and the following May 15, and between August 20 and the following November 15. The "Commencement Date" shall be the first Opening Day after the later to occur of the following dates:

- (1) the sixtieth (60<sup>th</sup>), day after both the completion of Landlord's Construction Work and the receipt by Tenant of notice thereof from Landlord; and

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Minneapolis, MN 55402

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(2) ~~the sixtieth (60th) day after stores shall open for business to customers in the Shopping Center under the names Target and Kohl's containing approximately One Hundred Twenty Four Thousand (124,000) square feet and Eighty Six (86,000) square feet of floor area respectively ("collectively, the Inducement Tenants"):~~ and

(3) INTENTIONALLY DELETED; and

(4) the ninetieth (90th) day after Landlord shall have delivered to Tenant all of the fully executed and acknowledged instruments referred to in Paragraph 8 of Schedule B to ~~this lease~~; and the Lease; BTOP

(5) the tenth (10th) day after Landlord shall have delivered to Tenant a current certificate of occupancy (or its equivalent) for the Demised Premises, if the same shall be issuable in accordance with local law or custom (provided Tenant has used reasonable diligence in performing its fixturing and has not done so illegally and in any event has completed all its work provided for the issuance of the Certificate of Occupancy, if any; and

(6) INTENTIONALLY DELETED; and

(7) the sixtieth (60th) day after Landlord shall have completed "shell construction" of at least Two Hundred Thirty Thousand (230,000) square feet of building floor area (in addition to the Demised Premises) in the areas shown therefor upon the Lease Plan (as referred to in Paragraph 1 of Schedule B) (including Target and Kohl's); "shell construction" shall mean the foundation, all exterior walls, roof, and all doors and windows (including glass or aesthetically suitable temporary substitutes for such glass); and

(8) the sixtieth (60th) day after Landlord shall have delivered to Tenant the necessary governmental permits and approvals for Tenant's identification panel on the Pylon Signs, all as provided in Paragraph 3 of Schedule B hereof; and

(9) the sixtieth (60th) day after Landlord shall have delivered to Tenant the Negative Certification Report referred to in Schedule H to ~~this lease~~; and the Lease; and BTOP

(10) the tenth (10th) day after completion of construction of or necessary repairs to the Common Areas (defined in Paragraph 2 of Schedule B); and

(11) October 15, 2000.

Notwithstanding anything in the Lease contained to the contrary, if the Demised Premises shall be formally opened for business with customers prior to the Commencement Date determined as above provided, such date of formal opening shall be the Commencement Date.

5. Duplicate of the originals of the Lease are in the possession of the Landlord and Tenant and reference should be made thereto with respect to any questions arising in connection therewith. The addresses for Landlord and Tenant are as follows:

Landlord:

900 Second Avenue South,  
Suite 700  
Minneapolis, Minnesota 55402-3387

Tenant:

The TJX Companies, Inc.  
Post Office Box 9123  
770 Cochituate Road  
Framingham, Massachusetts 01701  
Attn: Vice President  
Real Estate

6. The Lease contains certain restrictions upon the remainder of the Shopping Center property described in Schedule A, as set forth in Schedule B of the Lease, including without limitation, the following:

(A) Landlord agrees that as long as any retail sales activity shall be conducted in the Demised Premises the Shopping Center shall not be used for any non-retail purposes (this non-retail purposes clause shall not apply to Target or Kohl's but they shall be

bound by Schedule F, except as specifically indicated here with, (repairs, alterations and offices incidental to retailing, and banks and small loan or real estate offices, not being deemed non-retail), or for any entertainment purposes such as a bowling alley, skating rink, cinema, bar (except in conjunction with a restaurant), nightclub, discotheque, amusement gallery, poolroom, health club, massage parlor, sporting event, sports or game facility, off-track betting club or for any establishment for the sale or display of pornographic materials. No restaurants or establishments selling prepared food for consumption on or off premises shall be located in the inline portions Shopping Center (except for Target and Kohl's parcels). Tenant will not use the Demised Premises for the uses prohibited by this Section 4 (A), so long as no occupant in the Shopping Center violates this Section 4 (A). (the foregoing shall bind Target and Kohl's parcels only to the extent provided in Schedule F).

[Redacted box]

BTMP  
TOP  
BR

(B) Excluding Target and Kohl's, Landlord agrees that, during the term of the Lease, this lease, no other premises in the Shopping Center shall at any time contain more than fifteen thousand (15,000) square feet of floor area therein used or occupied for, or devoted to, the sale or display of furnishings for the home including the following categories of items: linens and domestics, window treatments, bathroom items, furniture, wall décor, housewares, table top goods, cookware, giftware and or closet, shelving and storage items ("homegoods") including in the computation of such floor area one-half (1/2) of all floor area in any aisles, corridors or similar spaces adjacent to or abutting any racks, gondolas, shelves, cabinets, counters or other fixtures or equipment containing or used for the sale or display of home goods.

7. It is understood and agreed that the only purpose of this Memorandum of Lease is to give notice of the Lease; it being distinctly understood and agreed that said Lease constitutes the entire lease and agreement between Landlord and Tenant with respect to the Demised Premises. The Lease contains additional rights, terms and conditions not enumerated in this instrument. This instrument is not intended to vary the terms of the Lease, including such rights, terms and conditions and in the event of any inconsistency between the provisions of this Memorandum of lease and the Lease, the provisions of the Lease shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum pursuant to due authorization.

WITNESSES AS TO BOTH:

[Signature]  
Pamela K. Shulls

RYAN COMPANIES US, INC.

By [Signature]  
By [Signature]

WITNESSES AS TO BOTH:

[Signature]  
Karen Mc Anern

HOMEGOODS, INC., a Delaware corporation

By [Signature]  
Jay H. Meltzer  
Secretary/Clerk  
By [Signature]  
Mary B. Reynolds  
Treasurer

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## LANDLORD'S ACKNOWLEDGMENT

STATE OF Minnesota )  
 ) SS.  
~~CITY~~/COUNTY OF Hennepin )

The foregoing instrument was acknowledged before me this  
8<sup>th</sup> day of June, 2000 by Thomas P. Palmquist and  
Collin Barr, Vice on behalf of the corporation  
Presidents of Ryan Companies US, Inc., a Minnesota corporation,  
Debra A. Peterson

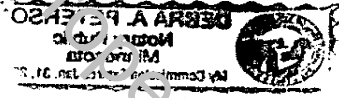
Notary Public, Dakota County, MN  
My Commission Expires: January 31, 2005



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## TENANT'S ACKNOWLEDGEMENT

COMMONWEALTH OF MASSACHUSETTS )

COUNTY OF MIDDLESEX )

) SS.

)

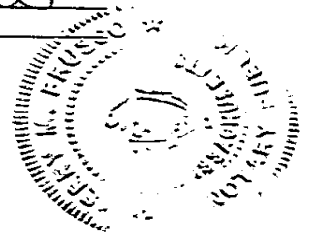
The foregoing instrument was acknowledged before me this 20th  
day of June, 2000 by Jay H. Meltzer and Mary B. Reynolds, Secretary and  
Treasurer, respectively, of **HOME GOODS, INC.**, on behalf of the corporation.

Robby M. Bruce

Notary Public

My Commission Expires:

MY COMMISSION EXPIRES  
SEPTEMBER 17, 2004



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SEPTEMBER 13 2011  
BY COMMISSION EXHIBIT

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## SCHEDULE A

### DESCRIPTION OF SHOPPING CENTER AND DEMISED PREMISES

The Demised Premises consist of a one-story building, to be constructed by Landlord as herein provided, and contain approximately Thirty Thousand (30,000) square feet of floor area having a frontage and width of approximately one hundred eight two (182) feet and other dimension as shown upon the plan attached hereto ("the Lease Plan"), and are a portion of the premises within the Shopping Center referred to hereinbelow labeled HomeGoods on the Lease Plan. The Lease Plan shall not be modified in any way without Tenant's consent, which may be withheld at Tenant's sole and absolute discretion. In addition, Tenant shall have the exclusive right to use certain service areas adjacent to the Demised Premises which contain an exterior loading dock and trash storage area for Tenant's delivery and removal activities and for Tenant's compactor, dumpster and/or trash receptacles. It is expressly understood and agreed that said service areas shall not be included in computing minimum rent pursuant to Section 5.1 of the lease or Tenant's Fraction (defined in Section 6.1) for purposes of Article VI and Paragraph 10 of Schedule B. If after completion of Landlord's Construction Work the Demised Premises shall contain less than the floor area required above then, in addition to all other remedies of Tenant, as a result thereof, the minimum rent payable by Tenant pursuant to Section 5.1 shall be reduced proportionately. Landlord agrees that the name of the Shopping Center shall not contain the trade name of any business operated in the Shopping Center.

The Demised Premises are situated within the so-called Long Run Marketplace Shopping Center, to be constructed by Landlord as herein provided, at the northwest corner of the intersection of State Street and Archer Avenue (herein collectively referred to as "the Main Streets") in Lemont Illinois. The Shopping Center is the land, together with the buildings and other structures from time to time thereon, shown on the Lease Plan, and is more particularly described as follows:

#### (LEGAL DESCRIPTION)

Lots 1, 2, 3 and 4 in Ryan's LeMont Retail Subdivision, being a subdivision of part of the Southeast ¼ of the Southwest ¼ and the East ½ of the Southwest ¼ of the Southwest ¼ of Section 32, Township 37 North, Range 11 East of the Third Principal Meridian in Cook County, Illinois, according to the plat thereof recorded August 10, 1999 as Document No. 99757983.

[The foregoing Lots 1 and 2 are owned by Dayton Hudson Corporation, a Minnesota corporation, and Kohl's Department Stores, Inc., a Delaware corporation, respectively.]

Index No 22-32-302-004-0000  
8.831 Acres N Western Line Archer Ave  
LEMONT, IL

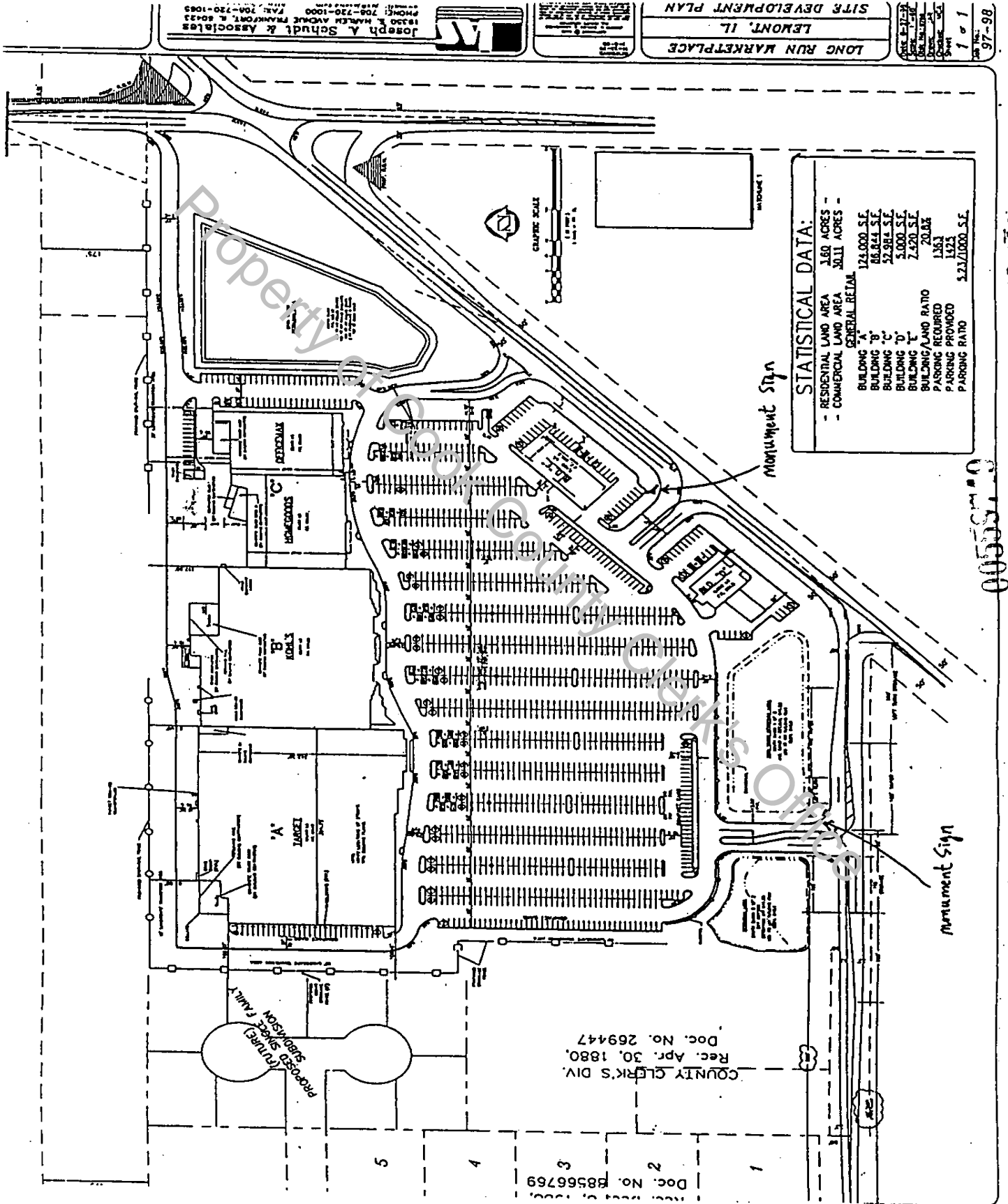
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## LEASE PLAN



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