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2000-01-07 13:40:48
Cook County Recorder 51.50

PREPARED BY AND
WHEN RECORDED RETURN TO:
BLOCKBUSTER INC.
8320 S. MADISON
BURR RIDGE, IL 60521
ATTN: KATHY JEMILLO
LEASE ADMINISTRATION
(630) 654-0004



DEMISED PREMISES:
BLOCKBUSTER VIDEO #17423
8151-57 S. Cottage Grove
Chicago, Cook County, Illinois
PIN#20-35-114-013

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MEMORANDUM OF LEASE

This is a Memorandum of Lease by and between LESTER SAWICKI, individually, hereinafter called LANDLORD and BLOCKBUSTER INC., hereinafter called TENANT upon the following terms:

1. Date of Lease: March 8, 1999
2. Description of Shopping Center: See Exhibit "A-1" attached hereto.
3. Date of Commencement: The "Primary Term" of the Lease shall begin on the date (the "Commencement Date") upon which Landlord tenders possession of the Demised Premises to Tenant, with Landlord's Work substantially complete, free of all tenancies.
4. Term: Five (5) years.
5. Extension Option(s): Two (2) - five (5) year extension options
6. Purchase Option(s): None
7. Right of First Refusal Option: Yes
8. Tenant Exclusive: Landlord covenants and agrees that, during the Term, Tenant shall have the exclusive right (hereinafter, "Tenant's Exclusive Right") in the Shopping Center or any property contiguous (or adjacent to the Shopping Center), owned or leased by Landlord (or any affiliate of Landlord), or in which Landlord (or any affiliate of Landlord) has an interest, directly or indirectly, to sell, rent and/or distribute prerecorded video cassettes, video tapes, video discs, laser discs, video games (including without limitation CD-I), digital video discs or other video software (including CD-ROM) and/or any substitutes for, or items which are a technological evolution of, the foregoing items (hereinafter, collectively "Tenant's Exclusive Items"). This covenant and Tenant's Exclusive Right shall run with the land on which the Shopping Center is located and on any property contiguous or adjacent to the Shopping Center owned or leased by Landlord (or any affiliate of Landlord), or in which Landlord (or any affiliate of Landlord) has an interest, directly or indirectly, during the Term of this Lease. Landlord agrees to enforce Tenant's Exclusive Right against other tenants in the Shopping Center using all reasonable legal means. In the event of a breach by Landlord under this Paragraph 8, Tenant shall be entitled to injunctive relief as well as all other remedies available at law or in equity.
9. Use Restrictions: Tenant has entered into this Lease in reliance upon representations by Landlord that the Shopping Center is, and will remain, retail in character, and, further, that no part of the Shopping Center shall be used for (i) a theater, (ii) an auditorium,

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meeting hall or other place of public assembly, (iii) a school, (iv) any type of karate facility, gymnasium, health club, physical fitness facility, or an exercise or dance studio, (v) a dance hall, (vi) a bar, (vii) an off-track betting business, (viii) a billiard or pool hall, (ix) for bingo or similar games of chance, (x) a massage parlor, (xi) a game arcade, (xii) a bowling alley, (xiii) a skating rink, (xiv) automobile sales or a car wash, car repair or car rental agency, (xv) a night club, (xvi) an adult book or adult video tape store (which are defined as stores in which any portion of the inventory is not available for sale or rental to children under 18 years old because such inventory explicitly deals with or depicts human sexuality), (xvii) hotel or other lodging facilities, or (xviii) flea market. In addition, no restaurant shall be permitted in the Shopping Center within two hundred fifty (250) feet of the Demised Premises.

10. Reserved Parking: Landlord will reserve for Tenant's exclusive use at no cost to Tenant or Tenant's employees or invitees, those ten (10) parking spaces cross-hatched on the Site Plan ("Reserved Parking Area"). Tenant shall have the right to mark said spaces "Reserved Parking Blockbuster Video Only". Tenant shall have the right, if necessary, to post signs in order to enforce these parking provisions as well as the right to tow cars. Furthermore, Landlord shall not permit, except to the extent required by law, any fire lane, loading zone or other restrictive parking to be located in the vicinity of Tenant's storefront and entrance to the Demised Premises.

The purpose of this Memorandum of Lease is to give record notice of the Lease and of the rights created thereby, all of which are hereby confirmed. Any defined terms used herein shall have the same meanings as ascribed thereto in the Lease.

IN WITNESS WHEREOF the parties have executed this Memorandum of Lease as of the dates set forth in their respective acknowledgments.

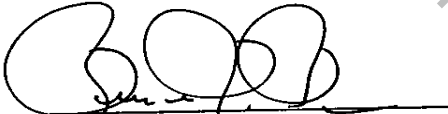
LANDLORD:


LESTER SAWICKI, individually

WITNESSES:

MONIKA STANISZ
May Lou Robley

TENANT:
BLOCKBUSTER, INC.
a Delaware corporation


By: Bruce P. Brown
Director of Real Estate Administration

Witness:

Shelbie Bellorini
Judy Day

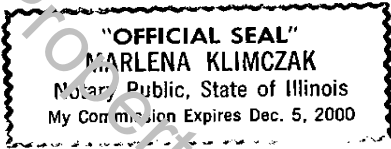
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{ACKNOWLEDGEMENT OF LANDLORD}

THE STATE OF IL)
COUNTY OF COOK)

On this 8th day of MARCH, 1999, before me, the undersigned Notary Public in and for said County and State, personally appeared LESTER SAWICKI, as OWNER of 8151-57 S. COTTAGE GROVE, who executed the foregoing instrument on behalf of said OWNER for the purposes therein expressed. He/she is either () personally known to me or () has produced _____ as identification, and () did or () did not take an oath. In witness whereof, I have hereunto set my hand and official seal the day and year last above written.

(SEAL)



Marlena Klimczak
Notary Public in and for the
State and County aforesaid

{ACKNOWLEDGEMENT OF TENANT}

THE STATE OF TEXAS)
COUNTY OF COLLIN)

On this 10th day of September, 1999, before me, the undersigned Notary Public in and for said County and State, personally appeared BRUCE P. BROWN, DIRECTOR OF REAL ESTATE ADMINISTRATION of BLOCKBUSTER, INC., a Delaware corporation, who executed the foregoing instrument on behalf of said corporation for the purposes therein expressed. He is personally known to me and did not take an oath. In witness whereof, I have hereunto set my hand and official seal the day and year last above written.

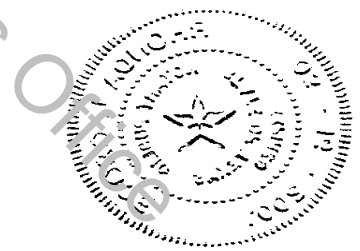
(SEAL)



Bruce P. Brown
Notary Public in and for the
State and County aforesaid
My Commission Expires May 15, 2001

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EXHIBIT "A-1"

Legal Description of the Shopping Center

LOTS 24, 25 AND 26 IN BLOCK 134 IN CORNELL, A SUBDIVISION IN THE SOUTH ½ OF THE NORTHWEST ¼ OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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