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Ellie Campbell  
LAW TITLE - NATIONAL DIVISION  
402 Countryside Center, Ste. B  
Yorkville, IL 60560



Schaumburg, Illinois



0020063410

DRAFTED AT THE REQUEST OF  
~~AND WHEN RECORDED MAIL TO:~~

0020063410

7377/0022 87 006 Page 1 of 7

2002-01-16 13:17:35

Cook County Recorder 33.50

Ruth S. Perfido, Esq.  
Reed Smith LLP  
375 Park Avenue  
17th Floor  
New York, NY 10152

COOK COUNTY  
RECORDER  
EUGENE "GENE" MOORE  
SKOKIE OFFICE

AMENDED AND RESTATED MEMORANDUM OF LEASE

THIS AMENDED AND RESTATED MEMORANDUM OF LEASE, made as of the 26<sup>th</sup> day of September, 2001, between BB PROPERTY COMPANY, a Nebraska general partnership ("Landlord"), having an address c/o W. P. Carey & Co. LLC, 50 Rockefeller Plaza, Second Floor, New York, New York 10020, and BEST BUY STORES, L.P., a Delaware limited partnership ("Tenant"), having an address at 7075 Flying Cloud Drive, Eden Prairie, Minnesota 55344.

A. Landlord and Best Buy Co., Inc. ("Original Tenant") entered into a Lease dated as of April 15, 1993, a memorandum of which was recorded in the County of Cook, State of Illinois on April 27, 1993, at Reception No. 93-309381 (the "Original Memorandum"), pursuant to which Landlord leased to Original Tenant seventeen (17) properties (the "Original Properties"), and thereafter Landlord and Original Tenant executed a First Amendment to Lease dated as of June 14, 1994 and a Second Amendment to Lease dated as of April 21, 1995.

B. By Assignment and Assumption of Lease, dated as of January 4, 1996, Original Tenant assigned to Tenant all of its right, title and interest in and to said Lease, as amended, Tenant assumed all of the Original Tenant's obligations and liabilities thereunder, and Original Tenant acknowledged that its obligations under said Lease, as amended, would continue.

C. Landlord, Tenant and Original Tenant executed a Third Amendment to Lease, dated as of March 1, 1997, a Fourth Amendment to Lease, dated as of June 9, 1997, a Fifth Amendment to Lease dated December 14, 1999 and a Sixth Amendment to Lease, dated as of February 6, 2001 (said Lease, as amended, the "Original Lease").

D. Landlord, Tenant and Original Tenant have agreed to substitute three (3) new properties (the "New Properties") for eight (8) of the Original Properties and in connection with such substitution to amend and restate the Original Lease in its entirety pursuant to that certain Amended and Restated Lease, dated as of the date hereof (the "New Lease"), and desire to amend and restate the Original Memorandum as follows in order to correctly reflect the terms of the New Lease:

1. Lease. Landlord has demised and let to Tenant, and does hereby demise and let to Tenant, pursuant to the terms and conditions of the New Lease, the terms and conditions of which are incorporated herein as though set forth in full, certain real property

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located in the Village of Schaumburg, County of Cook, State of Illinois, described in Exhibit "A" attached hereto (the "Leased Property"), and certain additional properties (the "Additional Properties" and, together with the Leased Property, collectively, the "Leased Premises").

2. Original Term. Under the terms of the New Lease, Tenant may have and hold the Leased Premises, together with the tenements, hereditaments, appurtenances and easements thereunto belonging, at the rental and upon the terms and conditions therein stated, for an original term (the "Term") which commenced on April 20, 1993, and which ends on April 30, 2018.

3. Renewal Term(s). Under the terms of the New Lease, Tenant has the right and option to extend the Term for four (4) separate and additional periods of five (5) years each after the expiration of the then Term (each such additional five-year period is hereinafter referred to as "Renewal Term"). Each Renewal Term shall be subject to all the terms and conditions of the New Lease as if the Term originally included the Renewal Term. Tenant may exercise each of its options to extend the Term by giving written notice in recordable form of such extension to Landlord at least one (1) year prior to expiration of the Term then in effect.

4. Subordination. The New Lease is subordinate to that certain Amended and Restated Deed of Trust, Mortgage and Security Agreement of even date herewith (the "Deed of Trust") from Landlord to Michael D. Miselman, Esq., as trustee, and Teachers Insurance and Annuity Association of America, as beneficiary, which Deed of Trust encumbers the Leased Premises and is recorded in the real property records of the County of Cook, State of Illinois.

5. Right of First Refusal of Tenant to Purchase. Tenant has rights of first refusal to purchase the Leased Premises, subject to the terms and conditions more particularly set forth in the New Lease.

6. No Responsibility for Liens. NOTICE IS HEREBY GIVEN THAT LANDLORD SHALL NOT BE LIABLE FOR ANY LABOR, SERVICES OR MATERIALS FURNISHED OR TO BE FURNISHED TO TENANT, OR TO ANYONE HOLDING ANY OF THE LEASED PREMISES THROUGH OR UNDER TENANT, AND THAT NO MECHANICS' OR OTHER LIENS FOR ANY SUCH LABOR, SERVICES OR MATERIALS SHALL ATTACH TO OR AFFECT THE INTEREST OF LANDLORD IN AND TO ANY OF THE LEASED PREMISES.

7. Purpose and Intention. This Amended and Restated Memorandum of Lease is executed for the purpose of recordation in the real property records of the office of the County of Cook, State of Illinois, in order to give notice of all of the terms, provisions and conditions of the New Lease and is not intended, and shall not be construed, to define, limit or modify the New Lease. The leasehold estate created and conveyed hereby with respect to the Leased Premises is intended to be one and the same estate as was created with respect to the Leased Premises by the New Lease and is further intended to be governed in all respects solely by the New Lease and all of the provisions thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Amended and Restated Memorandum of Lease as of the day and year first above written.

LANDLORD:

BB PROPERTY COMPANY

By: BBC (NE) QRS 11-18, INC.,  
General Partner

By: [Signature]  
Name: Gordon J. Whiting  
Title: Executive Director

By: BBC (NE) QRS 12-2, INC.,  
General Partner

By: [Signature]  
Name: Gordon J. Whiting  
Title: Executive Director

TENANT:

BEST BUY STORES, L.P.

By: BBC PROPERTY CO.,  
General Partner

By: [Signature]  
Name: Bradbury H. Anderson  
Title: C.O.O. and President

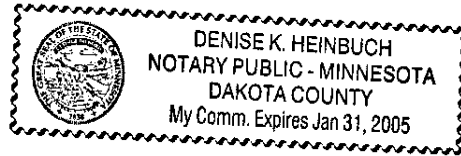
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State of Minnesota )  
County of Hennepin ) ss.

On September 24, 2001, before me, Denise K. Heinbuch, personally appeared Bradbury H. Anderson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the persons, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Denise K. Heinbuch  
Signature of Notary



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STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NEW YORK )

On the 24<sup>th</sup> day of September in the year 2001 before me, the undersigned, a notary public in and for said State, personally appeared GORDON J. WARTING personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

WERNER S. ACHATZ  
Notary Public, State Of New York  
No. 31-5052556  
Qualified In New York County  
Commission Expires 1-21-2002

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NEW YORK )

On the 24<sup>th</sup> day of September in the year 2001 before me, the undersigned, a notary public in and for said State, personally appeared GORDON J. WARTING personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



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Notary Public, State Of New York  
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Qualified In New York County  
Commission Expires 1-21-2002

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WARREN S. ACHARY  
Notary Public for Cook County  
101 N. Dearborn St., Suite 1000  
Chicago, IL 60610  
Phone: (312) 467-1000  
Fax: (312) 467-1001

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Notary Public for Cook County  
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Chicago, IL 60610  
Phone: (312) 467-1000  
Fax: (312) 467-1001

EXHIBIT "A"

Legal Description

[see attached]

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Property of Cook County, Illinois

Permanent Tax Index No: 07-11-400-010, Volume 187  
 Address: 900 E. Golf Road, Schaumburg, Illinois

That part of out Lot "D" in "Schaumburg Industrial Park," being a subdivision of the southeast quarter of section 11, part of the Northeast quarter of section 11, part of the Southwest quarter of section 12, part of Northwest quarter of section 13, and part of the Northwest quarter (1/4) of section 14, Township 41 North, Range 10, East of the Third Principal Meridian the Plat of which was recorded June 10, 1969 as Document No. 20866510 bounded by the line described as follows:

Commencing at the southeast corner of Out Lot "D" aforesaid, thence South 87° 16' 56" West along the South line of said Out Lot "D", a distance of 1312.10 feet for a point of beginning, thence continuing South 87° 16' 56" West along the South line of said Out Lot "D", a distance of 440 feet, thence North 02° 43' 04" West, a distance of 600 feet, thence North 87° 16' 56" East, a distance of 440 feet, thence South 02° 43' 04" East, a distance of 600 feet to the point of beginning excepting therefrom the South 20 feet thereof in Cook County, Illinois.

1533d/9624L

Schaumburg, Illinois

Exhibit A

