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Eugene "Gene" Moore Fee: \$54.00
Cook County Recorder of Deeds
Date: 07/15/2003 01:38 PM Pa: 1 of 4

This document is prepared by,
and after Recording, Return To:
Louis & Gellen
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200 West Adams Street, Suite 1900
Chicago, Illinois 60606

(This Space for Recorder's Use Only)

MEMORANDUM OF LEASE

STATE OF ILLINOIS §

COOK COUNTY §

This Memorandum of Lease is made this 19TH day of June 2003, by 1823 North Harlem, L.L.C., an Illinois limited liability company, as Lessor, and Harlem & Bloomingdale Corp., as Lessee.

WITNESSETH:

A. On or about October 4, 2002, Lessor and RMK Enterprises of Illinois, an Illinois corporation ("Original Lessee") entered into a Lease (the "Lease") of certain real property, including, but not limited to, all buildings, improvements, appurtenances, whether existing or proposed, located in Cook County, Illinois and described as follows (the "Land"):

PARCEL 1:

LOTS 30, 31, 32 AND 33 IN MILLS AND SONS HARLEM AVENUE RESUBDIVISION OF CERTAIN LOTS IN MILLS AND SONS GREEN FIELDS SUBDIVISION OF THE EAST 1/2 OF THE SOUTH EAST 1/4 ALSO THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTH EAST 1/4 ALSO THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, ALSO THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 25 TO 29 INCLUSIVE IN MILLS AND SONS HARLEM AVENUE RESUBDIVISION OF CERTAIN LOTS IN MILLS AND SONS GREEN FIELDS SUBDIVISION OF THE EAST 1/2 OF THE SOUTH EAST 1/4 ALSO THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTH EAST 1/4 ALSO THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, ALSO THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 29, 1926 AS DOCUMENT 9355707, IN COOK COUNTY, ILLINOIS.

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B. On or about June ____, 2003, under an Assignment and Assumption Agreement, Original Lessee assigned to Lessee all of Original Lessee's right, title and interest in and under the Lease. As of the date hereof, Lessee is the sole tenant and occupant of the Land.

C. The Lease provides, in part, that if the whole or any Significant Portion of the Premises (as defined in the Lease) shall be taken or condemned and Tenant elects to cancel the Lease as provided in the Lease, (i) there shall first be paid to Landlord the entire award for, or attributable to the value of, that part of the Land taken, plus consequential damages, if any, to the portion of the Land not so taken, the Land to be valued as if unimproved and unencumbered by the Lease, any mortgage, trust deed or otherwise; (ii) Landlord shall then receive compensation for the value of the Building (as defined in the Lease) in an amount determined by multiplying the balance of the award by the Condemnation Fraction; and (iii) Landlord shall receive any remaining balance of the award.

The "Condemnation Fraction" shall mean a fraction, the numerator of which shall be the number of years (or fractions thereof) that the Lease shall have been in effect (but in no event shall the numerator ever exceed 20), and the denominator of which shall be twenty (20).

D. The primary term of the lease is twenty (20) years.

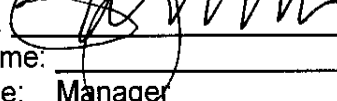
E. The Lessee has four successive options to extend the term of the Lease for a period of five (5) years on each option, beginning in the twentieth year, and to purchase the property subject to the terms set out in the Lease.

F. This Memorandum of Lease is intended to act only as notice of the existence of the Lease and its general terms. To the extent the terms and conditions of this Memorandum shall conflict with the terms and conditions of the Lease, the Lease shall prevail.

DATED the date first set forth above.

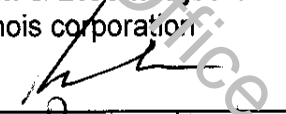
Lessor:

1823 North Harlem L.L.C.,
an Illinois corporation

By: 
Name: _____
Title: **Manager**

Lessee:

Harlem & Bloomingdale Corp.,
an Illinois corporation

By: 
Name: **Robert Kenton**
Title: **President**

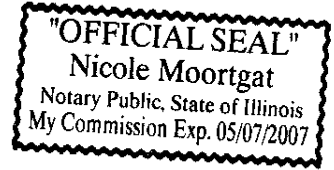
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COOK COUNTY §

This instrument was acknowledged before me on the 10th day of June, 2003, by George, Markopoulos of 1823 North Harlem L.L.C., an Illinois limited liability company, on behalf of said limited liability company.

Nicole Moortgat
Notary Public, State of Illinois
My Commission Expires: _____



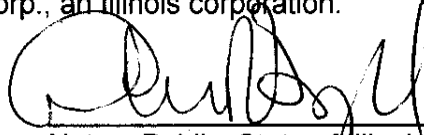
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STATE OF ILLINOIS §

COOK COUNTY §

This instrument was acknowledged before me on the 7 day of ^{July 2003} ~~June~~, 2003, by Pogey
Leator of Harlem & Bloomingdale Corp., an Illinois corporation.



Notary Public, State of Illinois
My Commission Expires: _____

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