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Prepared by and after
Recording return to:

Brian A. Cohen
Piper Rudnick LLP
203 N. LaSalle
Chicago, IL 60601



Doc#: 0423310117
Eugene "Gene" Moore Fee: \$36.50
Cook County Recorder of Deeds
Date: 08/20/2004 12:28 PM Pg: 1 of 7

²⁰⁵⁷
AFTER RECORDING RETURN TO:

Attn: Christine A. Renner
LandAmerica Nat'l Comm. Svcs.
10 S. LaSalle Street, Suite 2500
Chicago, IL 60603

CH-33709 D

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MEMORANDUM OF LEASE

This Memorandum of Lease is made as of the 4th day of August, 2004, between Elston Development L.L.C., an Illinois limited liability company ("Landlord"), and Best Buy Stores, L.P., a Delaware limited partnership ("Tenant").

WITNESSETH:

Landlord and Tenant have entered into a Lease dated August 15, 2002 (the "Lease"), whereby Landlord has leased to Tenant the real property (the "Premises") located at 2100 North Elston Street, Chicago, Cook County, Illinois, the legal description of which is set forth on Exhibit A attached hereto and made a party hereof. The Lease contains provisions and rights appurtenant to the Premises, some of which are as follows:

1. **Term.** The term of the Lease is for a period of twenty (20) years, commencing on the earlier of (i) March 15, 2005; and (ii) the date Tenant opens for business to the public at the Premises. Thereafter, Tenant has the right under the Lease to renew and extend the term of the Lease for up to five (5) periods of five (5) years each.
2. **Successors.** The covenants, conditions and agreements made and entered into by the parties hereto shall be binding upon and inure to the benefits of their respective heirs, administrators, executors, representatives, successors and assigns.
3. **Incorporation of Lease.** All terms and conditions of the Lease are hereby incorporated herein by reference as if fully set forth herein.
4. **Conflicts with Lease.** This Memorandum of Lease is solely for notice and recording purposes and shall not be construed to alter, modify, expand, diminish or supplement the provisions of the Lease. In the event of any inconsistency between the provisions of this Memorandum of Lease and the provisions of the Lease, the provisions of the Lease shall govern.

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IN WITNESS WHEREOF, this Memorandum of Lease has been duly executed by the parties hereto as of the day and year first above written.

LANDLORD:

ELSTON DEVELOPMENT L.L.C., an
Illinois limited liability company

By: **Baker Development Corporation**, an
Illinois corporation, manager

By: _____
Name: _____
Title: _____

TENANT:

BEST BUY STORES, L.P., a Delaware
limited partnership

By: **BBC Property Co., Inc.**, a Minnesota
corporation, general partner

By: _____
Name: _____
Title: _____

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, this Memorandum of Lease has been duly executed by the parties hereto as of the day and year first above written.

LANDLORD:

ELSTON DEVELOPMENT L.L.C., an
Illinois limited liability company


By: **Baker Development Corporation**, an
Illinois corporation, manager

By: _____
Name: _____
Title: _____

TENANT:

BEST BUY STORES, L.P., a Delaware
limited partnership

By: **BBC Property Co., Inc.**, a Minnesota
corporation, general partner

By:  _____
Name: Patrick R. Matre
Title: V.P.

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STATE OF ILLINOIS

COUNTY OF

Cook)
) SS:
)

I HEREBY CERTIFY that on this 30th day of July, 2004, before me, the undersigned officer, personally appeared William Baker, who acknowledged himself to be the President of Baker Development Corporation, an Illinois corporation, which is the manager of Elston Development L.L.C., an Illinois limited liability company, and that he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of Elston Development L.L.C., as President of Baker Development Corporation, which is the manager of Elston Development L.L.C.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal

Michelle Madrigal
Notary Public

My Commission expires:

9/19/05

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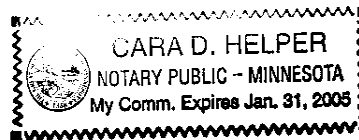
STATE OF MINNESOTA)
) SS:
 COUNTY OF HENNEPIN)

I HEREBY CERTIFY that on this 29th day of July, 2004, before me, the undersigned officer, personally appeared Patrick R. Matic, who acknowledged himself/herself to be the V.P. of BBC Property Co., Inc., a Minnesota corporation, which is the general partner of Best Buy Stores, L.P., a Delaware limited partnership, and that (s)he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of Best Buy Stores, L.P., as V.P. of BBC Property Co., Inc., which is the general partner of Best Buy Stores, L.P.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

Cara D. Helper
 Notary Public

My Commission expires: _____



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PERM TAX#		2003 1ST INST	STATUS
14-31-211-028	(affects part & other ppty)	\$1,335.81	PAID
14-31-211-029	(affects part & other ppty)	\$1,118.66	PAID
14-31-219-001	(affects part)	\$338.13	PAID
14-31-219-002	(affects part)	\$19,127.71	PAID
14-31-219-003	(affects part)	\$486.18	PAID
14-31-219-004	(affects part)	\$211.00	PAID
14-31-219-005	(affects part)	\$161.77	PAID
14-31-219-012	(affects part)	\$221.33	PAID
14-31-219-013	(affects part)	\$221.33	PAID
14-31-219-014	(affects part)	\$221.33	PAID
14-31-219-015	(affects part)	\$221.33	PAID
14-31-219-016	(affects part)	\$464.17	PAID
14-31-219-017	(affects part)	\$558.22	PAID
14-31-219-018	(affects part)	\$600.36	PAID
14-31-219-019	(affects part)	\$533.70	PAID
14-31-219-020	(affects part and other ppty)	\$548.43	PAID
14-31-219-029	(affects part)	\$474.39	PAID
14-31-219-031	(affects part)	\$461.29	PAID
14-31-219-032	(affects part)	\$461.29	PAID
14-31-219-034	(affects part)	\$844.43	PAID
14-31-219-035	(affects part)	\$849.01	PAID
14-31-219-039	(affects part)	\$1,738.59	PAID
14-31-219-040	(affects part)	\$312.08	PAID
14-31-219-041	(affects part)	\$302.73	PAID

2100 NORTH ELSTON
CHICAGO IL 60607

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EXHIBIT A

That part of various lots: vacated streets and alleys; in various subdivisions in the East Half of the Northeast Quarter of Section 31, Township 40 North, Range 14, East of the Third Principal Meridian, described as follows: Commencing at the intersection of the South line of West Webster Avenue with the Southwesterly line of North Elston Avenue; Thence South $44^{\circ} 59' 59''$ East along said Southwesterly line 919.25 feet to the point of beginning; Thence continue South $44^{\circ} 59' 59''$ East along said Southwesterly line 280.89 feet to the Westerly line of the Chicago and Northwestern Railway Company right of way; Thence South $16^{\circ} 30' 34''$ East along said Westerly line of said right of way 439.44 feet to the North line of West Armitage Avenue; Thence North $89^{\circ} 20' 44''$ West along said North line 144.37 feet to the Northeasterly line of Chicago and Northwestern Railway Company right of way; Thence Northwesterly along said Northeasterly right of way line being an arc of a circle convex Northeasterly and having a radius of 3538.26 feet for a distance of 339.30 feet (the chord of said arc having a bearing of North $43^{\circ} 17' 15''$ West and a distance of 339.17 feet) Thence North $48^{\circ} 38' 53''$ West along said right of way line 183.40 feet; Thence North $50^{\circ} 35' 39''$ West along said right of way line 42.30 feet to a point on said Northeasterly line 695.54 feet (as measured on said Northeasterly line) Southeasterly of the East line of North Wood Street; Thence North $45^{\circ} 03' 01''$ East 316.20 feet to the point of beginning (except therefrom Lots 14 and 34 in Hurford's Subdivision of Original Lot 1 in Block 21 in Sheffield's Addition to Chicago in said Section 31) in Cook County, Illinois.

Excepting therefrom:

That part of Lot "A" in the consolidation of parts of Original Block 21 in Sheffield's Addition to Chicago in Section 31, Township 40 North, Range 14, East of the Third Principal Meridian, described as follows: Commencing at the intersection of the South line of West Webster Avenue with the Southwesterly line of North Elston Avenue; thence South $44^{\circ} 59' 59''$ East, along the Southwesterly line of North Elston Avenue 941.33 feet to the point of beginning; thence South $44^{\circ} 59' 59''$ East, along the Southwesterly line of North Elston Avenue, 20.02 feet to the Northwesterly line of vacated North Hobson Avenue; thence South $45^{\circ} 03' 01''$ West, along the Northwesterly line of vacated North Hobson Avenue, 20.00 feet; thence North $44^{\circ} 59' 59''$ West 20.00 feet; thence North $45^{\circ} 00' 01''$ East 20.00 feet to the point of beginning, in Cook County, Illinois.