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MEMORANDUM OF LEASE

After Recording, Return to:
Ted Zangari, Esq.
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One Riverfront Plaza
Newark, New Jersey 07102-5400



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Eugene "Gene" Moore Fee: \$34.50
Cook County Recorder of Deeds
Date: 12/13/2004 11:10 AM Pg: 1 of 6



(The Above Space for Recorder's Use Only)

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE, made as of Sept 22, 2004, by and between LASALLE BANK NATIONAL ASSOCIATION, formerly known as LaSalle National Bank, as successor trustee to LaSalle National Trust, N.A., not personally but solely as Trustee under Trust Agreement dated February 1, 1974, known as Trust No. 45786, having an address c/o Irving-Harlem Venture, Limited, 36175 Treasury Center, Chicago, IL 60694-6100 ("Landlord"), and VITAMIN SHOPPE INDUSTRIES INC., a New York corporation, having an office at 2101-91st Street, North Bergen, New Jersey 07047 ("Tenant").

1. Landlord has leased to Tenant pursuant to the terms and conditions of a Lease Agreement dated as of Sept 22, 2004 (the "Lease") a portion (the "Premises") of that certain shopping center (the "Shopping Center") commonly known as Norridge Commons, located in Norridge, Cook County, Illinois, which Shopping Center is more particularly described on Exhibit A attached hereto and made a part hereof.

2. The terms and conditions of the Lease are incorporated herein as though set forth in full, whereby Tenant may have and hold the Premises together with any and all rights, benefits, privileges and easements, now or hereafter appurtenant thereto, at the rental and upon the terms and conditions therein stated, for an initial term of approximately ten (10) years (the "Initial Term").

3. Under the terms of the Lease, the Initial Term may be extended for two (2) separate and additional periods of five (5) years each after the expiration of the Initial Term (each such additional five-year period is hereinafter referred to as a "Renewal Term"). Each Renewal Term shall be subject to all the terms and conditions of the Lease as if the Initial Term originally included such Renewal Term.

4. Under the terms of the Lease, Landlord has agreed that (with certain exceptions set forth in the Lease), it will not lease, rent or occupy or permit certain portions of the Shopping

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Center (the "Restricted Area") after the date of the Lease during the Term, to be occupied, whether by a tenant, sublessee, assignee, licensee, other occupant or by Landlord itself, primarily for the sale, rental or distribution, either singly or in any combination, of items contained in any of the following merchandise categories: vitamins, mineral supplements, nutrition supplements and herbal supplements (which items, either singly or in any combination, are hereinafter referred to as the "Exclusive Items"); provided, however, that any such tenant or other occupant in the Restricted Area shall have the right to utilize its respective premises for the sale, rental and/or distribution of Exclusive Items within an aggregate area not to exceed the lesser of (x) five percent (5%) of sales Floor Area of such tenant's or other occupant's premises, or (y) three hundred (300) square feet of sales Floor Area within such tenant's or other occupant's premises.

5. This Memorandum of Lease is executed for the purpose of recordation in order to give notice of all of the terms, provisions and conditions of the Lease (including, without limitation, (i) the restrictions set forth therein on Landlord's ability to lease portions of the Shopping Center for certain uses as described in paragraph 4 above, (ii) provisions set forth therein regarding Tenant's right to install and maintain signage upon the exterior of the Premises and, subject to the rights of certain other tenants, upon a pylon and/or monument sign located at the Shopping Center, (iii) provisions set forth therein regarding Tenant's right to use certain common areas of the Shopping Center in common with other tenants of the Shopping Center, (iv) provisions set forth therein regarding certain areas in the Shopping Center in which no improvements are to be constructed) and is not intended, and shall not be construed, to define, limit or modify the Lease; and (v) provisions set forth therein regarding restrictions on Tenant's use of the Premises.

6. In addition to those terms referred to hereinabove, the Lease contains numerous other terms, covenants and conditions which likewise affect not only the Premises but also the Shopping Center, and notice is hereby given that reference should be had to the Lease directly with respect to the details of such terms, covenants and conditions. The Lease and exhibits thereto are hereby incorporated by reference in this Memorandum of Lease and the parties hereby ratify and confirm the Lease as if said Lease were being re-executed by them and recorded. In the event of any conflict between the provisions of this instrument and the Lease, the provisions of the Lease shall control.

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7. Capitalized terms not defined herein shall have the same meaning as set forth in the Lease.

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

(For the Exculpatory Provision of LaSalle Bank National Association see attached rider)

WITNESS:

LANDLORD

LASALLE BANK NATIONAL ASSOCIATION, formerly known as LaSalle National Bank, as successor trustee to LaSalle National Trust, N.A., not personally but solely as Trustee under Trust Agreement dated February 1, 1974, known as Trust No. 45786

Nancy A. Carlin
Print Name: Nancy A. Carlin

By: *Harriet Denisewicz*
Name: Harriet Denisewicz
Title: Trust Officer

WITNESS:

TENANT

VITAMIN SHOPPE INDUSTRIES INC., a New York corporation

Ronald M. Neifield
Print Name: _____
RONALD M. NEIFIELD
GENERAL COUNSEL/VICE PRESIDENT

By: *Thomas Tolworthy*
Name: _____
Title: _____
THOMAS TOLWORTHY
CHIEF EXECUTIVE OFFICER

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LASALLE BANK NATIONAL ASSOCIATION
 LAND TRUST DEPARTMENT
 RIDER- LEASE

Memorandum of Lease

RIDER ATTACHED TO AND MADE PART OF ~~LEASE~~ DATED September 22, 2004

*Memorandum of Lease

~~THIS/LEASE~~ is executed by LASALLE BANK NATIONAL ASSOCIATION, not personally, but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and under the express direction of the beneficiaries of a certain Trust Agreement dated Feb 1 1974 and known as Trust Number 45786; at LaSalle Bank National Association to all provisions of which Trust Agreement this ~~LEASE~~ is expressly made subject. It is expressly understood and agreed that nothing herein or in said ~~LEASE~~ contained shall be construed as creating any liability whatsoever against said Trustee personally, and in particular without limiting the generality of the foregoing, there shall be no personal liability to pay any indebtedness accruing hereunder or to perform any covenants, either express or implied, herein contained, or to keep, preserve or sequester any property of said trust, and that all personal liability of said Trustee of every sort, if any, is hereby expressly waived by said Lessee, and that so far as said Trustee is concerned the owner of any indebtedness or liability accepting hereunder shall look solely to the premises hereby leased for payment thereof. It is expressly understood and agreed that said Trustee has no agents or employees and merely holds naked title to the property herein described; that said Trustee has no control over, and under this ~~LEASE~~ assumes no responsibility for: (1) the management or control of such property; (2) the upkeep, inspection, maintenance, or repair of such property; (3) the collection of rents or rental of such property; or (4) the conduct of any business which is carried on upon premises. Trustee does not warrant, indemnify, defend title, nor is it responsible for any environmental damage.

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STATE OF ILLINOIS)
) : ss.
COUNTY OF Cook)

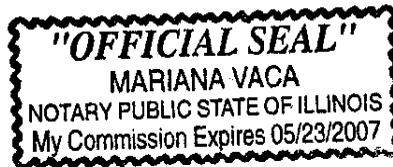
I, the undersigned, a Notary Public in and for said County, in the State as aforesaid, do hereby certify that Harriet Denisewicz, the Trust Officer of LASALLE BANK NATIONAL ASSOCIATION, formerly known as LaSalle National Bank, as successor trustee to LaSalle National Trust, N.A., not personally but solely as Trustee under Trust Agreement dated February 1, 1974, known as Trust No. 45786, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Trust Officer, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act of said Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 22 day of September, 2004.

Mariana Vaca
Notary Public

My commission expires:

5-23-07



STATE OF NEW JERSEY)
) : ss.
COUNTY OF HUDSON)

On this 15th day of September, 2004, before me personally came Thomas Tolworsky to me known, who being by me duly sworn, did depose and say that he is the CEO of Vitamin Shoppe Industries Inc. the corporation described in and which executed the above instrument and that he signed his name thereto by order of the Board of Directors of said corporation.

Kerry A. Madden
Notary Public

My Commission Expires:

KERRY A. MADDEN
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES MAY 13, 2009
ID# 41503

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NORRIDGE COMMONS

EXHIBIT "A"

LEGAL DESCRIPTION OF SHOPPING CENTER

TENANT: VITAMIN SHOPPE INDUSTRIES, INC.

LOTS 1 THROUGH 12 INCLUSIVE IN NORRIDGE COMMONS SUBDIVISION, BEING A SUBDIVISION OF LOTS 9, 12, 13, 14, 15 AND PARTS OF LOTS 16 AND 17 IN FULLER'S SUBDIVISION, AND PART OF THE SOUTH WEST FRACTIONAL QUARTER NORTH OF THE INDIAN BOUNDARY LINE IN SECTION 18, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED DECEMBER 30, 1977 AS DOCUMENT NO. 24266263 AND CORRECTED BY CERTIFICATE OF CORRECTION RECORDED DECEMBER 5, 1980 AS DOCUMENT NO. 2563809 IN COOK COUNTY, ILLINOIS

Exhibit "A"
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