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Doc#: 0612832100 Fee: \$52.50
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 05/08/2006 12:33 PM Pg: 1 of 15

MEMORANDUM OF LEASE

THIS **MEMORANDUM OF LEASE** is made and entered into as of the ^{28th} day of June, 2002, by and between **SIMON PROPERTY GROUP (ILLINOIS), L.P.**, an Illinois limited partnership ("Landlord") and **KOHL'S DEPARTMENT STORES, INC.**, a Delaware corporation ("Tenant").

WITNESSETH:

WHEREAS, Landlord is the owner of certain land (the "Land") located in Cook County, Illinois, which is legally described on EXHIBIT A attached hereto and made a part hereof; and

WHEREAS, the Land has been developed as a shopping center (the "Shopping Center") commonly known as "Lincolnwood Town Center", which is operated as an integrated shopping area whereby tenants, and their customers and invitees, of the stores and buildings located in the Shopping Center may use the parking areas and other common facilities situated thereon;

WHEREAS, pursuant to a certain Lease of even date herewith, Landlord leased to Tenant and Tenant leased from Landlord the building constructed within the Shopping Center and designated as the "Kohl's Building" on EXHIBIT B (the "Building"), which contains one hundred two thousand three hundred fourteen (102,314) square feet of Floor Area (as defined in the Lease), and all appurtenant rights thereto (the "Premises") for the term set forth below (and at a rental and upon such other terms and conditions as are stated in the Lease); and

WHEREAS, Landlord and Tenant wish to place notice of the Lease on record.

NOW, THEREFORE, Landlord and Tenant hereby execute this Memorandum of Lease for the purpose of evidencing Tenant's interest in the Premises, TO HAVE AND TO

This instrument was drafted by
and after recording mail to:

Alan J. Salle
Kohl's Department Stores, Inc.
N56 W17000 Ridgewood Drive
Menomonee Falls, Wisconsin 53051



3333 West Touhy Avenue
Lincolnwood, Illinois 60712

PIN: 10-35-204-011

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HOLD the Premises unto Tenant upon the terms, covenants and conditions contained in the Lease, for a term expiring on January 31, 2024, subject to eight (8) separate options to extend the term for successive periods of five (5) years each.

This Memorandum of Lease is made and executed and is to be recorded in the office of the Cook County, Illinois Recorder for the purpose of giving notice of the Lease and the rights of the parties thereunder. The Premises are situated within the portion of the Shopping Center legally described in EXHIBIT A-1 attached hereto and made a part hereof.

This Memorandum of Lease is subject in each and every respect to the rental and other terms, covenants and conditions contained in the Lease, which is incorporated herein by this reference, and is executed by Landlord and Tenant with the understanding and agreement that nothing contained herein shall in any manner alter, modify or vary the rental or other terms, covenants or conditions of the Lease.

Without limiting the generality of the foregoing, the Lease specifically provides that no portion of the Shopping Center (including, without limitation, the Premises) may be used for any of the prohibited uses set forth on EXHIBIT I attached hereto and made a part hereof and the Premises shall not be used for any of the prohibited uses set forth on EXHIBIT I attached hereto or EXHIBIT J attached hereto.


IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Lease as of the day, month and year first above written.

LANDLORD:

**SIMON PROPERTY GROUP (ILLINOIS),
L.P.**, an Illinois limited partnership

By: Charles Mall Company Limited Partnership, a Maryland limited partnership, its general partner

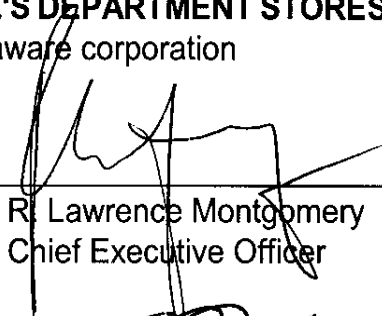
By: Simon Property Group (Delaware), Inc., a Delaware corporation, its general partner


By: 
Randolph L. Foxworthy
Executive Vice President

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TENANT:

KOHL'S DEPARTMENT STORES, INC.,
a Delaware corporation

By: 
R. Lawrence Montgomery
Chief Executive Officer

Attest: 
Richard D. Schepp
Secretary

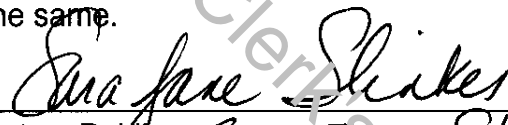


APPROVED
AJS

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STATE OF INDIANA)
) SS
COUNTY OF MARION)

Personally came before me this 28th day of June, 2002, the above-named Randolph L. Forworthy, to me known to be the Executive Vice President of Simon Property Group (Delaware), Inc., a Delaware corporation, the general partner of Charles Mall Company Limited Partnership, a Maryland limited partnership, the general partner of Simon Property Group (Illinois), L.P., an Illinois limited partnership, to me known to be the person who executed the foregoing instrument and acknowledged the same.


Notary Public Sara Jane Slinker

My Commission Expires: 8-16-2008

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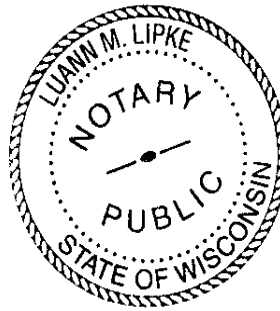
STATE OF WISCONSIN)
) SS
 COUNTY OF WAUKESHA)

Personally came before me this 28th day of June, 2002, the above-named R. Lawrence Montgomery and Richard D. Schepp, to me known to be the Chief Executive Officer and Secretary, respectively, of Kohl's Department Stores, Inc., a Delaware corporation, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Luan M. Lipke

Notary Public

My Commission Expires: 11-20-05



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EXHIBIT A

LEGAL DESCRIPTION OF LAND

Lots 2A, 2B, 3B, 3C, 5A, 5B, 5C, 8, Outlot A1, Outlot A2 and Outlot A3 of the Lincolnwood Town Center Resubdivision of Lots 1 to 8 and Outlot A in Lincolnwood Town Center Subdivision, being a subdivision of part of the North ½ of Section 35, Township 41 North, Range 13 East of the Third Principal Meridian, as recorded November 2, 1989 as Document No. 89522374, in Cook County, Illinois.

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EXHIBIT A-1

LEGAL DESCRIPTION OF PREMISES

Lot 5C of the Lincolnwood Town Center Resubdivision of Lots 1 to 8 and Outlot A in Lincolnwood Town Center Subdivision, being a subdivision of part of the North ½ of Section 35, Township 41 North, Range 13 East of the Third Principal Meridian, as recorded November 2, 1989 as Document No. 89522374, in Cook County, Illinois.

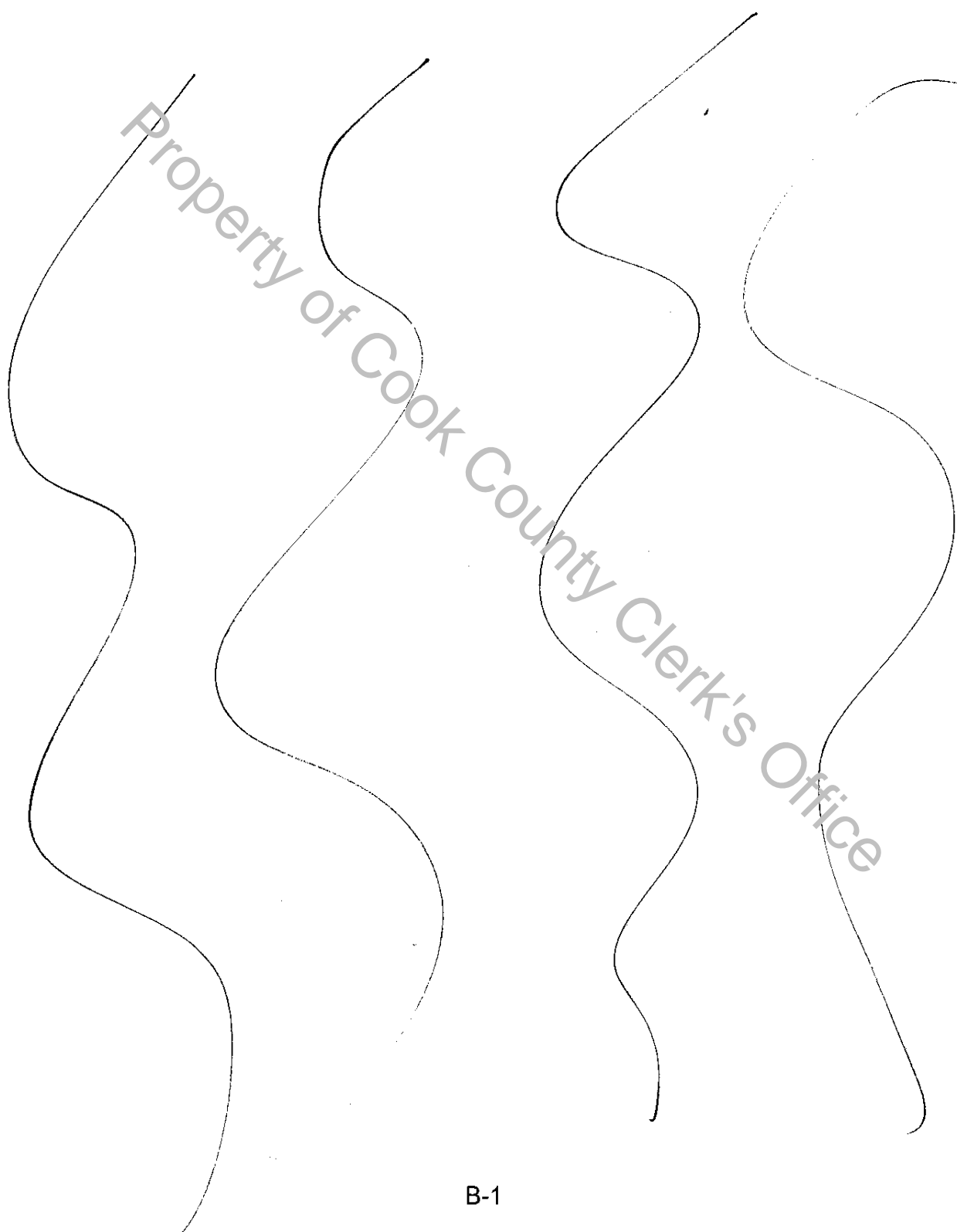
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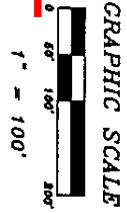
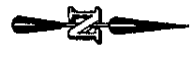
EXHIBIT B

SITE PLAN

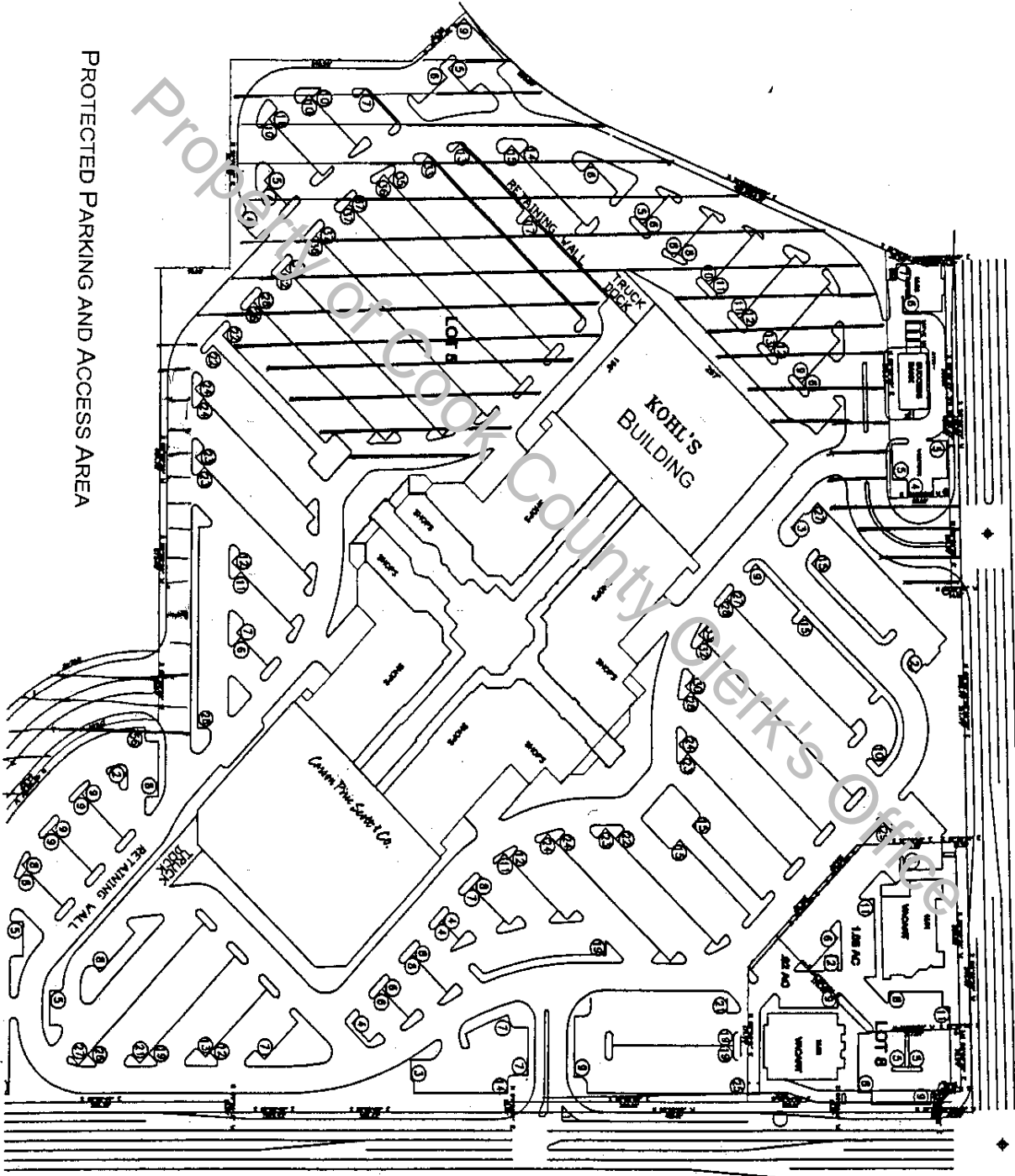
(Copy Attached)



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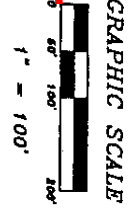
PROTECTED PARKING AND ACCESS AREA



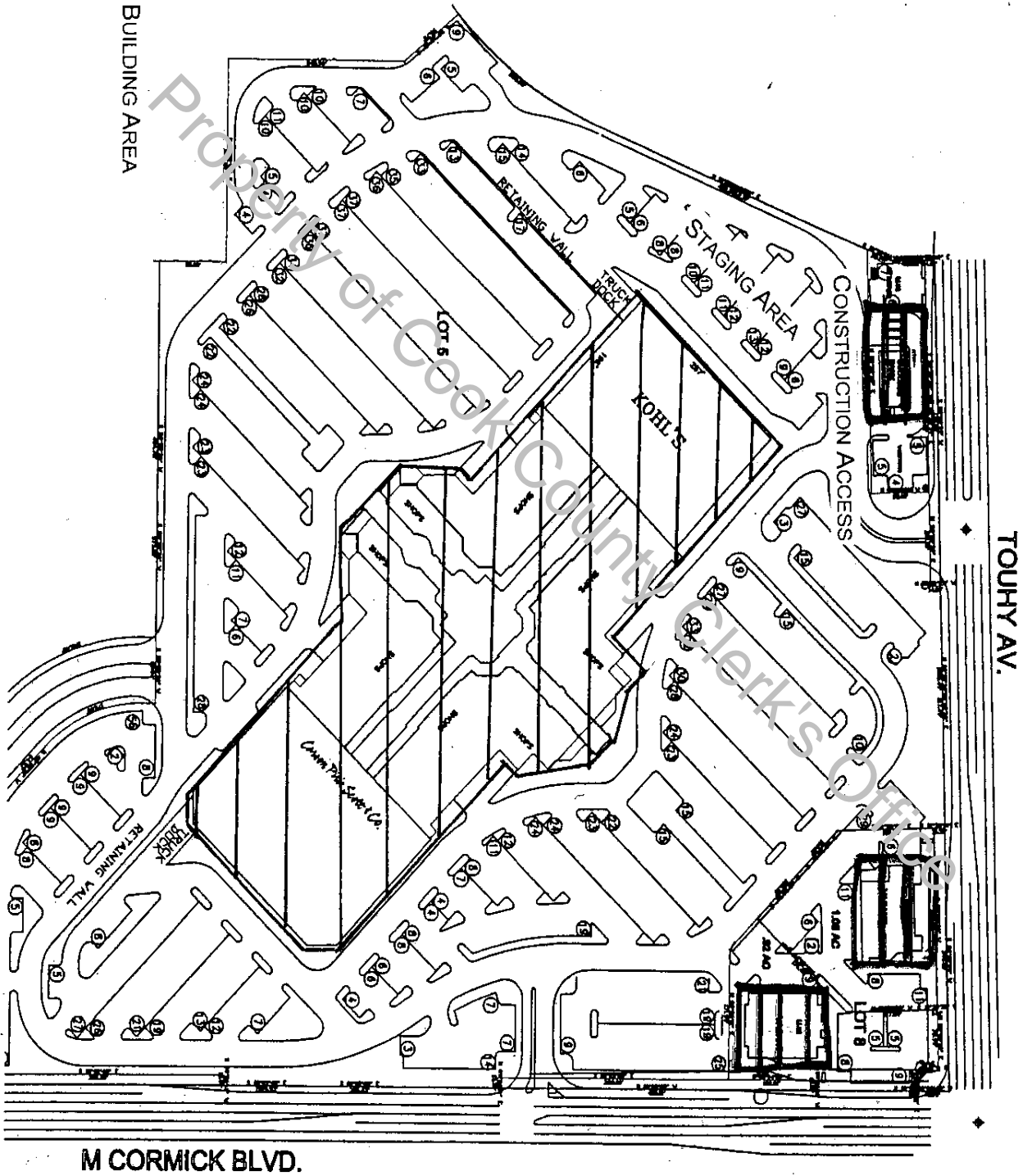
M CORMICK BLVD.

TOUHY AV.

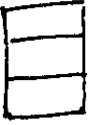
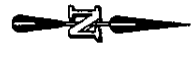
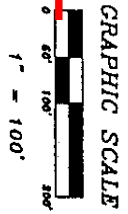
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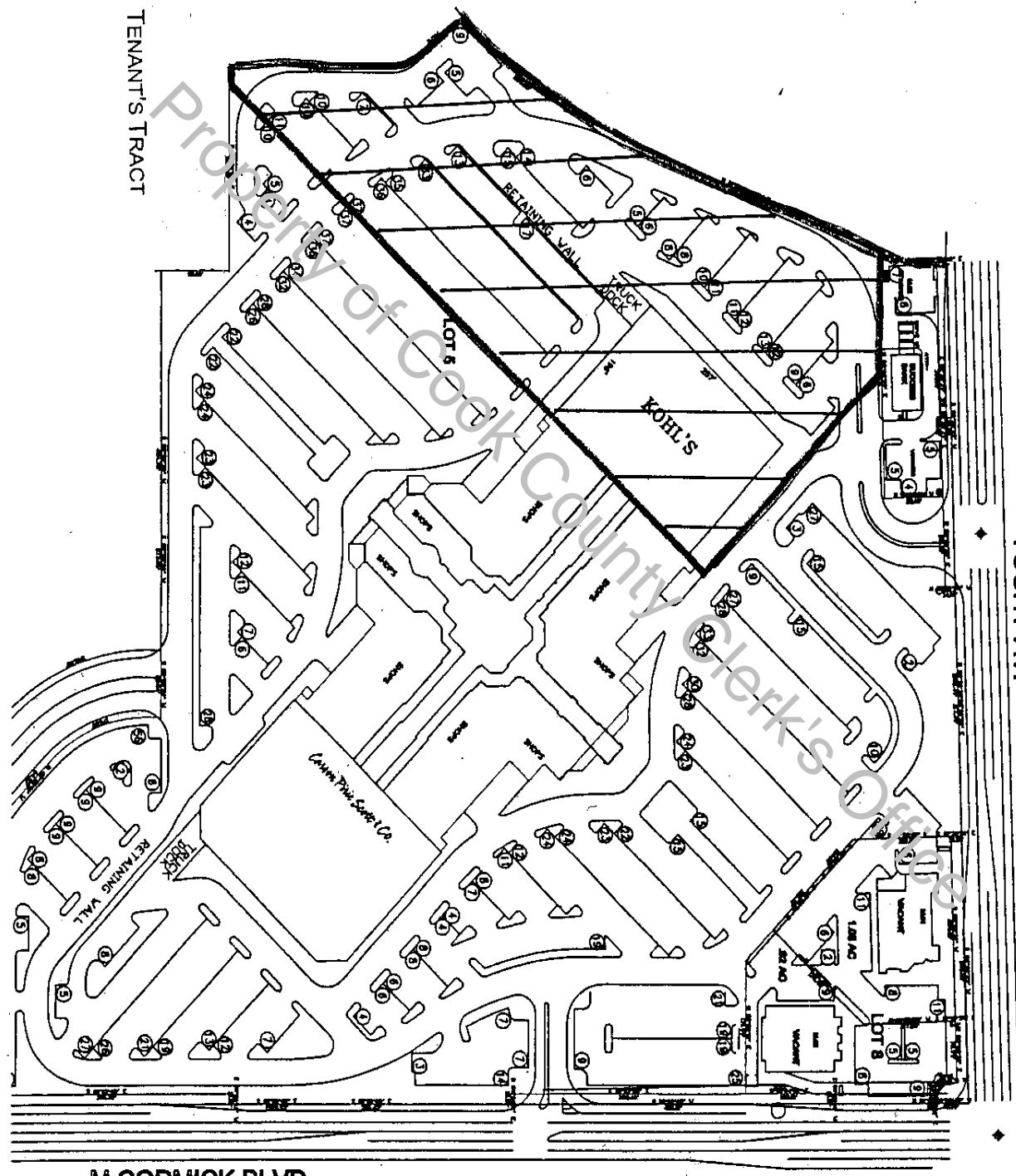
PERMISSIBLE BUILDING AREA



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TENANT'S TRACT



M CORMICK BLVD.

TOUHY AV.

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EXHIBIT H

SIGN CRITERIA

No tenant of the Shopping Center shall erect any signs except in conformity with the following policy:

- (a) Wording on large scale signs shall be limited to store or trade name only. Each party's customary signature or logo, hallmark, insignia, or other trade identification will be respected and consideration given during Landlord's review and approval process within the guidelines set forth.
- (b) The size of all tenant signs shall be limited. The scale and concept of the shopping center requires the use of appropriate signage. Tenant signs shall be located on the designated sign panel within the limits of its storefront and shall not project more than 8" beyond the face of the sign panel, measured horizontally. The letters shall be mounted to the sign fascia or the framing provided by Landlord concealed in the sign panel construction.
- (c) Tenant signs shall be individual channel type letters only. If the storefront width is twenty feet (20') or less, the maximum height of the *logos and letters* shall be 24". If the storefront width is greater than twenty feet (20'), the maximum height of *logos and letters* shall be 30". The total sign width shall be limited to 70% of the tenant frontage and shall in no case exceed a length of thirty (30) feet. *In the event the tenant's square footage exceeds 5,000 square feet, Landlord shall allow the tenant a maximum overall height of 36". This will only be considered if the designated sign band area is 98" or greater.* Landlord reserves the right, but is not required to vary these requirements on an individual or overall basis.
- (d) Sign letter shall be individual aluminum channel frame (minimum .090) with flat or molded plastic face and mounted with concealed fasteners. The channel frame shall be painted to match the sign fascia color to which it is being attached. All letters shall be illuminated with neon tubes powered by normal factor transformers installed in the letter. All letters shall be approved by Underwriters Laboratories and carry their seal of approval.
- (e) Except as otherwise approved in writing by Landlord, only one sign per tenant will be permitted on the sign panel, except that corner tenants may have two such signs, if approved by Landlord.
- (f) Sign company names or stamps shall be concealed (Code permitting).

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- (g) Signs with exposed neon tubing, exposed lamps and signs of the flashing, blinking, rotating, moving, or animated or audible type are not permitted.
- (h) Painted or printed signs on the exterior surface of any building shall be prohibited; except that small-scale signs naming starting store hours, which are neatly lettered on the glass of the storefront shall be permitted subject to Landlord's approval.
- (i) Public safety decals or artwork on glass in minimum sizes to comply with applicable Code, subject to the approval of Landlord, may be used, as required by building codes or other governmental regulations.
- (j) Paper signs, stickers, banners or flags are prohibited.
- (k) No exposed raceways, ballast boxes or electrical transformers will be permitted except as required by Code and as required by special conditions, unless approved by Landlord.
- (l) Exposed sign illumination or illuminated sign cabinets or modules are not permitted.
- (m) Tenants shall not install any roof top signs.
- (n) Tenants shall install no pylon signs.
- (o) One (1) complete set of sign drawings must be submitted to the Landlord for informational purposes only before fabrication. Tenant's sign drawings must include the following:
 - 1. Provide a complete listing, verbal and graphic description of every sign to be erected at the Premises.
 - 2. Provide elevation views of storefront showing all signs (drawn to accurate scale) with dimensions of height of letters and length of signs.
 - 3. Provide color samples of sign panel for perpendicular signs and painted channel frame for letters.
 - 4. Provide color samples of sign letter faces (unless they are to be WHITE).
 - 5. Provide a cross section view through sign letter and sign panel showing location of sign relative to the storefront line, mounting height, and the dimensioned projection of the face of the letter from the face of the sign panel.

Landlord shall not be responsible for the cost of refabrication of signs fabricated,

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ordered or constructed, that do not conform to the sign criteria or local codes and requirements. Also, Landlord will not be responsible for timely submission of signs to local agencies for approval. It will be Tenant's responsibility to submit drawings to Landlord in sufficient time to receive Landlord's comments and approvals in advance of required submission to local agencies.

It will be Tenant's responsibility to provide these sign criteria to their sign manufacturer prior to the manufacturing of any signs.

The criteria set forth in (a), (b), (c), (d) and (e) shall not apply to Tenant.

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EXHIBIT I

PROHIBITED USES

Use Restrictions for Shopping Center. The Shopping Center shall not be used in whole or in part for any of the following purposes:

- (a) Warehouse, storage or for any assembling, manufacturing, distilling, refining, smelting, agricultural or mining operation;
- (b) "Second-hand" store whose principal business is selling used merchandise, thrift shops, salvation army type stores, "goodwill" type stores, and similar businesses;
- (c) Mobile home park, trailer court, labor camp, junk yard, or stock yard (except that this provision shall not prohibit the temporary use of construction trailers during any periods of construction, reconstruction or maintenance);
- (d) Dumping, disposing, incinerating, or reducing of garbage (exclusive of dumpsters for the temporary storage of garbage and any garbage compactors, in each case which are regularly emptied so as to minimize offensive odors);
- (e) Fire, going out of business, relocation, bankruptcy or similar sales (unless pursuant to court order);
- (f) Central laundry, dry cleaning plant, or laundromat; provided, however, this restriction shall not apply to any dry cleaning facility providing on-site service oriented to pickup and delivery by the ultimate consumer, including, nominal supporting facilities;
- (g) Selling or leasing new or used automobiles, trucks, trailers, or recreational vehicles;
- (h) Any bowling alley, skating rink or bar (unless part of a sit down restaurant), dance hall, discotheque, night club, gymnasium or off-track betting parlor;
- (i) Veterinary hospital or animal raising or boarding facilities (except that this restriction shall not be deemed to preclude the operation of pet shops);
- (j) Funeral home or mortuary;
- (k) Any establishment which stocks, displays, sells, rents or offers for sale or rent any (i) pornographic material; or (ii) any merchandise or material commonly

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used or intended for use with or in consumption of any narcotic, dangerous drug or other controlled substance, including without limitation, any hashish pipe, waterpipe, bong, cilium, pipe screens, rolling papers, rolling devices, coke spoons or roach clips; provided, however, the foregoing restriction shall not prohibit the operation of a bookstore or video store which carries a broad inventory of books and/or videos directed toward the general population (as opposed to an adult bookstore or adult video store);

- (l) Flea market;
- (m) Car wash;
- (n) Operation whose principal use is a massage parlor; provided this shall not prohibit massages in connection with a beauty salon or health club or athletic facility;
- (o) Living quarters, sleeping apartments or lodging rooms;
- (p) Tattoo parlor;
- (q) Church, school, day care center or related religious or educational facility or religious reading room;
- (r) Automotive service and repair;
- (s) General office facility other than Landlord's office located on the land and used for the purposes of managing the shopping center and any office used by any other tenant so long as any such office is incidental to such tenant's use of any portion of the Shopping Center;
- (t) Cinema or movie theater;
- (u) Amusement arcades or game rooms, or amusement centers; provided, however, the foregoing restriction shall not prohibit a restaurant from operating as an ancillary use a video game room containing not more than five (5) machines; or
- (v) Any restaurant located within two hundred (200) feet of the Building.