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Doc#: 0634616043 Fee: \$32.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/12/2006 11:16 AM Pg: 1 of 5

THIS DOCUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:

Lawrence M. Gritton, Esq.
Lawrence M. Gritton Ltd.
400 West Huron Street
Chicago, Illinois 60610
(312) 266-9800

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") is made as of September 27, 2006 and between SMITHFIELD PROPERTIES XX, L.L.C., an Illinois limited liability company ("Landlord"), and LOEHMANN'S OPERATING CO., a Delaware corporation ("Tenant").

RECITALS

A. Landlord and Tenant entered into that certain Retail Lease dated as of even date herewith (the "Lease") pursuant to which Landlord leased to Tenant certain premises (the "Premises") consisting of approximately 27,385 rentable square feet of space located on the first and second floor in the 32 story mixed use building on the land described in Exhibit A attached hereto and more particularly described in the Lease.

B. The parties desire to provide notice of the Lease to third parties by recording this Memorandum.

NOW, THEREFORE, in consideration of the Premises and of the sum of One Dollar (\$1.00) by each party in hand paid to the other, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Landlord, for and in consideration of the rents reserved in the Lease and of the covenants and agreements therein contained on the part of Tenant to be kept, observed and performed, does by these presents, lease to Tenant, and Tenant hereby leases from Landlord, the Premises described in the Lease, for the Rent and Term as set forth in the Lease and subject to all other terms and conditions set forth in the Lease.

2. The term of the Lease ("Lease Term") will commence on the Commencement Date set forth in the Lease, and will continue for a term of ten (10) years following the Commencement Date plus the period, if any, through the January 31st following the last year, subject to Tenant's right to renew the Lease Term for two (2) additional periods of five (5) years each as provided in the Lease, unless the Lease is sooner terminated by the parties.

3. All of the terms, covenants, conditions and agreements in the Lease are hereby incorporated herein by this reference. Landlord and Tenant agree to observe, conform to, and comply with all of the terms, covenants, conditions and agreements so incorporated herein. The execution, delivery and recording of this Memorandum is not intended to and shall not change,

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modify, amend or enlarge the Lease but is intended to provide a record of the leasehold interests and additional rights in the Premises of Landlord and Tenant, respectively, pursuant to this Memorandum and the Lease.

4. The Lease is binding upon and inures to the benefit of, and is enforceable by, Landlord and Tenant and their respective successors and assigns.

5. The parties hereto agree that this Memorandum shall be recorded in the public records of the county in which the Premises are located.

6. This Memorandum may be executed in any number of counterparts and by each of the undersigned on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Memorandum.

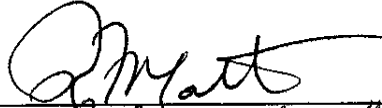
[Signature page follows]

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IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as September 29, 2006.

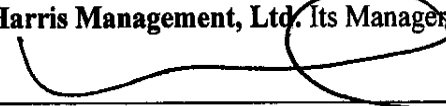
TENANT:

LOEHMANN'S OPERATING CO., a Delaware corporation

By: 
Name: Richard Morretta
Title: DP

LANDLORD:

SMITHFIELD PROPERTIES XX, L.L.C., an Illinois limited liability company

By: **Harris Management, Ltd.** Its Manager

By: _____
Name: **W. Harris Smith**
Title: **President**

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STATE OF New York)
) SS
COUNTY OF Bronx)

I, Karen C Lapidus, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Richard Morretta, as D.P. of Loehmann's Operating Co., a Delaware corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such D.P. of said corporation, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 26 day of September, 2006.

KAREN C. LAPIDUS
Notary Public, State of New York
No. 02LAB100876
Qualified in New York County
Commission Expires October 27 2007

Karen C Lapidus
Notary Public

My commission expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, J. EFTIMOFF, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that W. Harris Smith, as I resident of Harris Management, Ltd., an Illinois corporation and the Manager of Smithfield Properties XX, L.L.C., an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President of said corporation, as such Manager, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation as Manager of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27th day of September, 2006.

"OFFICIAL SEAL"
J. Eftimoff
Notary Public, State of Illinois
My Commission Exp. 06/02/2010

J. Eftimoff
Notary Public

My commission expires: 6/2/2010

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EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

Lots 25 to 31, inclusive, in Block 9 in Fort Dearborn Addition to Chicago in the Southwest Fractional Quarter of Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Common Address: 151 North State Street, Chicago, Illinois 60601
PIN: 17-10-305-007-8001