



Doc#: 0725615109 Fee: \$62.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/13/2007 02:08 PM Pg: 1 of 6

After recording, please return to:
TSA Stores, Inc.
1050 West Hampden Avenue
Englewood, Colorado 80110
Attention: Real Estate Department

MEMORANDUM OF SHOPPING CENTER LEASE

Demise. Pursuant to a Shopping Center Lease having the date set forth below ("Lease"), between the "Landlord" and "Tenant" named below, Landlord has leased and does hereby lease to Tenant the "Premises" described below for "Term" described below and otherwise upon the terms and conditions set forth in the Lease. Capitalized terms used but not defined herein have the meanings set forth for such terms in the Lease.

Effective Date of Lease: July 19, 2007.

Name and Address of Landlord: UG PRAIRIE STONE, LP, an Illinois limited partnership, having an office at c/o United Growth, LLC, 120 Howard Street, Suite 450, San Francisco, CA 94105, Attn. Matt Bakke.

Name and Address of Tenant: TSA STORES, INC., a Delaware corporation, having an office at 1050 West Hampden Avenue, Englewood, Colorado 80110, Attention: Vice President—Real Estate.

Description of Premises. Approximately 2,085 (Dimensions 216' frontage x 184' depth) square feet of Floor Area and being a part of Prairie Stone Crossing Shopping Center ("Shopping Center") located in the City of Hoffman Estates, County of Cook and State of Illinois, and constructed on land described in Exhibit A attached hereto. The location of the Premises within the Shopping Center is depicted on the site plan attached hereto as Exhibit B.

Term of Lease. Commencing on the Commencement Date of the Lease and ending on the last day (i.e., January 31) of the 10th Lease Year.

Options to Extend. The Lease grants to Tenant successive options to extend the Term from the date upon which the Term would otherwise expire for four additional periods of five years each.

Development Restrictions.

(a) **Protected Accessways.** Landlord will not cause or permit any material change in the size, location or configuration of the curb cuts (points of access)(including, without limitation, the Truck Loading Entrance shown on Exhibit B), driveways, drive aisles or service drives identified as the "Protected Accessways" on Exhibit B from those shown on Exhibit B.

(b) **No-Build Area.** Landlord will not construct, or allow any other party to construct, any buildings or improvements in the "No-Build Area" identified on Exhibit B, other than such buildings or improvements as may be shown in the No-Build Area on Exhibit B.

(c) **Outlot Building Size and Height.** Landlord will not construct, or allow any other party to construct, any building on any of the outlots or pads identified as the "Restricted Outlots" on Exhibit B that exceeds 8,000 square feet of Floor Area in size or 25 feet in height.

Prohibited Uses. There exists in the Lease various restrictions upon other uses at the Shopping Center.

Exclusive.

Limitation on Use. During the Term, no premises or space in, or portion of, the Shopping Center, or any property adjacent or contiguous to (or separated solely by a road or right-of-way from) the Shopping Center owned or controlled now or at any time hereafter by Landlord or any affiliate of Landlord, other than the Premises, will be used for the retail sale and/or rental of sporting goods, sports apparel or athletic footwear, provided that such exclusive will not apply to the incidental sale of any of such merchandise by an occupant so long as the retail display space in such occupant's premises that is used for the display of such merchandise (including shelf space and allocable aisle space) is of a size not greater than the lesser of 1,000 square feet of Floor Area or 10% of such occupant's total Floor Area. As used herein, "athletic footwear" means footwear

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associated with sports and sport purposes (including, without limitation, running, jogging and aerobic activity).

This instrument is intended to be only a Memorandum of Lease in respect to the Lease, to which Lease reference is made for the full agreement between the parties. This Memorandum is not intended to modify any term, provision or condition of the Lease and to the extent of any conflict between this Memorandum and the Lease, the Lease will control.

EXECUTED as of the Effective Date of Lease set forth above.

TENANT:

TSA STORES, INC.,
a Delaware corporation

By: *Nesa E. Hassanein*
Nesa E. Hassanein
Executive Vice President

Date of execution by Tenant: *July 17*, 2007

LANDLORD:

UG PRAIRIE STONE, L.P., an Illinois limited partnership

By: UG Properties, LLC, an Illinois limited liability company, its General Partner

By: *WL & Associates Realty Advisors, Inc., a Georgia Corp*, its Managing Member

By: *William B. Stevenson, Jr.*
William B. Stevenson, Jr., Executive Vice President

Date of execution by Landlord: *7/19*, 2007

ACKNOWLEDGMENTS

TENANT

STATE OF COLORADO)
) ss.
COUNTY OF ARAPOHOE)

The foregoing instrument was acknowledged before me this *17* day of *July*, 2007 by Nesa E. Hassanein, as Executive Vice President of TSA Stores, Inc., a Delaware corporation

WITNESS my hand and official seal.

Vicky Pierce
Notary Public

My commission expires: *7/25/09*



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Exhibit A

LEGAL DESCRIPTION OF THE SHOPPING CENTER

LOT 6A IN FINAL PLAT OF RESUBDIVISION OF LOTS 5 AND 6 IN SEARS BUSINESS PARK AMENDED PLAT OF SUBDIVISION, BEING A RESUBDIVISION OF PART OF SECTIONS 32 AND 33, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 20, 2001 AS DOCUMENT NUMBER 0010323867, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

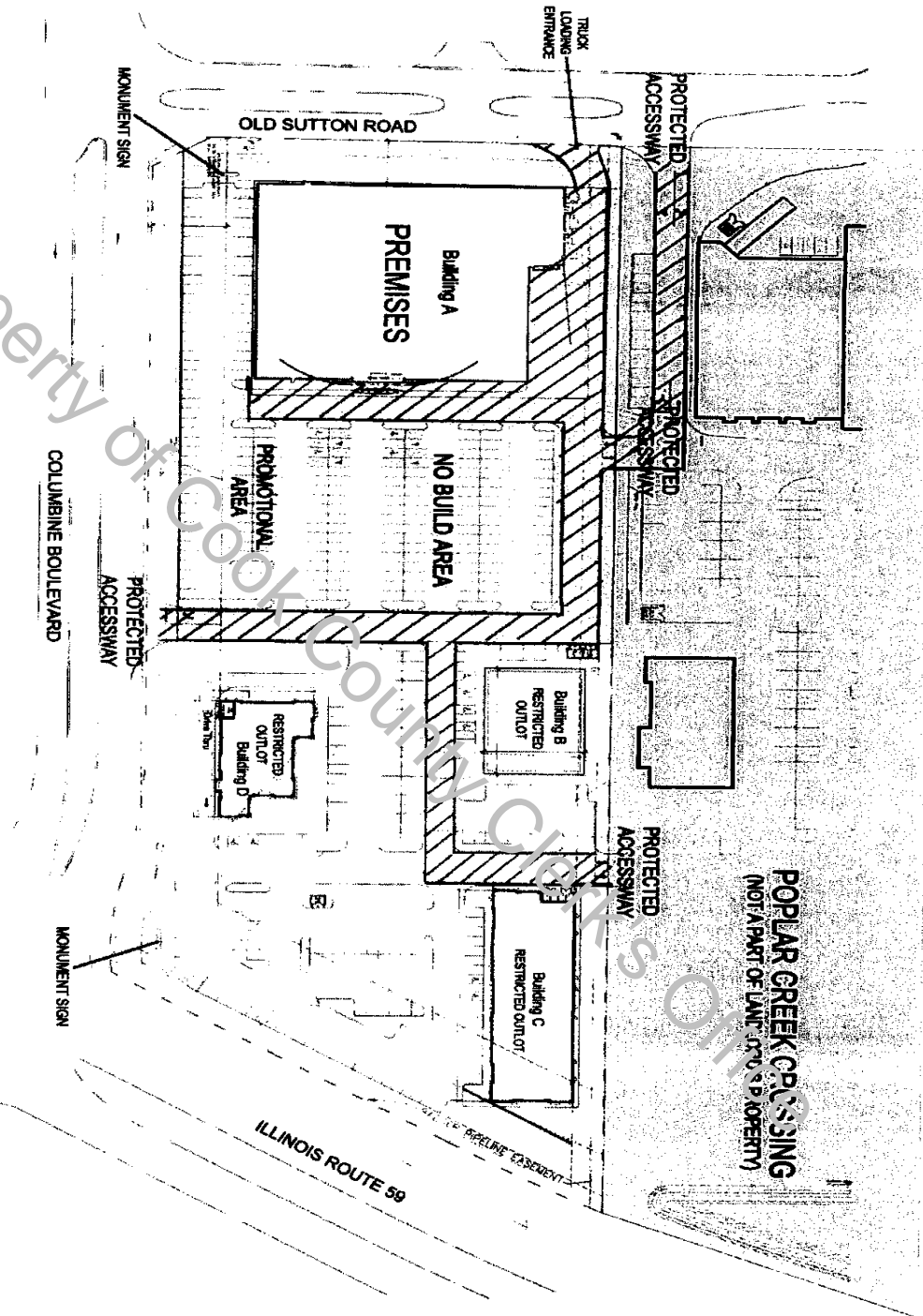


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EXHIBIT B

SITE PLAN

The site plan is conceptual in nature and is subject to change. This site plan shows the proposed location of buildings, site space in relation to the Shopping Center only, and for no other purposes. The site plan does not guarantee size, scale, or dimensions.



Prairie Stone Crossing
 Prairie Stone - Lot 24
 Hoffman Estates, IL

Site Plan



Handwritten signature/initials

