

# UNOFFICIAL COPY



0726915030

AFTER RECORDING RETURN TO:  
Staples, Inc.  
Attention: Real Estate Legal Department  
500 Staples Drive  
P.O. Box 9271  
Framingham, MA 01701-9271

PIN

Doc#: 0726915030 Fee: \$62.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 09/28/2007 09:42 AM Pg: 1 of 6

## MEMORANDUM OF LEASE

NOTICE is hereby given of the following described lease, as the same may be hereafter amended (the "Lease"), for the purpose of recording the same and giving notice of the existence of said Lease. All references to "Exhibits" in this Memorandum of Lease refer to Exhibits attached to the Lease. The provisions hereof do not necessarily reflect amendments and modifications to the Lease after the date hereof.

PIN 27-15-308-001-0000

Landlord hereby leases to Tenant the Premises and certain rights to the Common Facilities for the Term, all in accordance with the following terms and conditions and those other terms and conditions contained in the Lease described below, which terms and conditions are hereby incorporated herein as if set forth in full.

PROPERTY ADDRESS:

Orland Park, IL

Lot 8 of Lowe's Orland Park  
subdivision

LANDLORD:

OPP II, L.L.C., an Illinois limited liability company  
707 Skokie Boulevard, Suite 400  
Northbrook, IL 60062

TENANT:

STAPLES THE OFFICE SUPERSTORE EAST, INC.,  
a, a Delaware corporation  
500 Staples Drive  
P.O. Box 9271  
Framingham, MA 01701-9271  
Ref: Orland Park, IL

DATE OF EXECUTION  
OF LEASE:

1/3, 2007

32  
S.A.  
M.Y.  
P-6  
D.M.

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**PREMISES:**

Approximately 20,388 square feet of space which is designated as "PREMISES" on **Exhibit A** attached to the Lease (the "Premises") together with rights in Common Facilities. A legal description of the property of which the Premises and Common Facilities are a part is attached hereto as **Schedule I**.

**TERM:**

10 Lease Years, commencing on the Commencement Date unless the Term shall be earlier terminated or extended as defined in the Lease.

**COMMENCEMENT DATE:**

As set forth in Section 3.1 of the Lease.

**OPTION(S) TO EXTEND:**

3 options for 5 additional Lease Years each, followed by one additional option for 4 Lease Years and 11 calendar months

**RESTRICTIONS:**

*Section 2.3. Common Facilities.* Landlord grants to Tenant, its employees and invitees, in common only with Landlord, the tenant of the building identified on Exhibit A as Retail H (the "Retail H Building") and their business invitees, the non-exclusive right and easement to use all of the sidewalks, driveways, parking areas, alleys, service areas including loading and unloading facilities (other than the loading area, if any, which is designed for use with the Building), Premises signs (with Tenant's rights to same being governed under Section 6.7), landscaping, if any, septic systems, cesspools and other facilities of the Premises designed for use by all occupants of the Premises (the "Common Facilities"). Landlord grants to Tenant the exclusive right to use that portion of the service area, including loading areas, designed for use with the Building and depicted on **Exhibit A**. Tenant may use the sidewalks immediately in front of the Building for the storage of shopping carts. Subject to applicable law (but without limiting Tenant's rights under Sections 11.2 and 13.2), Landlord agrees to:

- (a) allow uninterrupted use of the Common Facilities, and unobstructed pedestrian and vehicular access to the Common Facilities from other areas of the Premises and from all means of ingress and egress shown on **Exhibit A**, at all times after Delivery of Possession except during reasonable periods of time required to provide necessary

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maintenance or repairs or to prevent public dedication (which periods Landlord shall give prior notice of and use best efforts to minimize); provided, however, that, except in the event of emergency, Landlord shall not perform or allow other tenants in the Premises to perform any non-routine repair, maintenance or other work in the Common Facilities from August 1 through September 15 or from November 20 through January 7 of any Lease Year;

(b) not (i) construct or allow any buildings, free-standing signs, kiosks, other structures or outdoor sales areas within the Premises other than as shown on **Exhibit A**, (ii) except as expressly provided herein, construct or allow any signage or other improvement upon the exterior of the Building or roof serving the Building, or (iii) modify the exterior of the Building from that depicted in the approved Final Specifications (as hereinafter defined);

(c) not otherwise materially change the Common Facilities without the consent of Tenant;

(d) not reduce the parking ratio serving the Premises below 5.5 spaces per 1000 square feet of leaseable area, or reduce the number of spaces or change the arrangement of parking spaces in the Tenant's Protected Area designated on **Exhibit A**, or impose a parking fee;

(e) use commercially reasonable efforts to restrict all occupants of the Premises and their employees from parking within Tenant's Protected Area, and prevent commuter parking in the parking area; and

(f) maintain a no solicitation policy within the Premises. Tenant shall have the right, but not the obligation, to enforce such no solicitation policy against violators located anywhere within the Premises.

**PROHIBITED USES:**

Subject to Landlord's acquisition of such Lots, *Section 5.2. Prohibited Uses.* No part of Lot(s) 2, 4, 5, 13 and/or 14 (as shown on **Exhibit A**) so long as such Lot(s) are owned by Landlord or by an entity under common control with Landlord, shall be used for the (a) operation of a so-called "office supply superstore" as such retailing concept is generally defined and acknowledged within the retail industry, or (b) sale or leasing of office equipment (including computers), office furniture or office supplies, or

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the provision of copying or printing services or any office services then provided by Tenant. In the event of a breach of such covenants, Tenant shall be entitled to injunctive relief and any other appropriate remedy. Notwithstanding the foregoing, this Section shall not prohibit any tenant under a lease existing on the date of this Lease from using space occupied by it for its present permitted use, nor prohibit any future tenant from selling and/or leasing office equipment, office furniture or office supplies or providing office services incidental to such tenant's primary business in no more than an aggregate of 5% of such tenant's selling space. Further, Section 5.2.1 shall not preclude the operation of a so-called consumer electronics superstore or a so-called computer superstore which sells computers and computer related products (so long as the aforesaid five percent restriction is not violated in any respect other than in connection with computers and computer related accessories including computer hardware and software), nor shall Landlord be precluded from leasing space to Radio Shack (as such retailing concept is generally operated as of the date hereof) or a similar retailer, or to Ameritech Cellular (as such retailing concept is generally operated as of the date hereof) or a similar retailer, nor shall Landlord be precluded from leasing to a video rental tenant such as Blockbuster or Hollywood Video (as such retailing concept is generally operated as of the date hereof) or a similar retailer.

Property of Clerk's Office

LANDLORD'S TITLE:

Deed recorded with the \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_.

EXECUTED as a sealed instrument on the date first set forth above.

LANDLORD:

TENANT:

OPP II, L.L.C.

STAPLES THE OFFICE SUPERSTORE EAST, INC.

By: [Signature]

By: [Signature]  
John K. Barton

Its:

Its: Executive Vice President – Real Estate



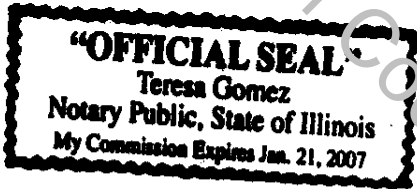
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## ACKNOWLEDGMENTS

STATE OF Illinois  
COUNTY OF Cook

12/21/04, 2006

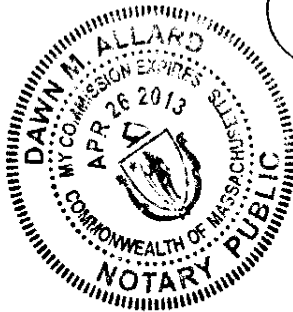
Then appeared before me Richard Traub, a resident of Illinois and Attorney in fact of OPP II, LLC and acknowledged that s/he signed and delivered the foregoing instrument on behalf of such corporation, pursuant to authority given by its Board of Directors, as her/his free act and deed and as the free and act and deed of such corporation.



Teresa Gomez  
Name:  
Notary Public  
My Commission Expires:

STATE OF MASSACHUSETTS)  
COUNTY OF MIDDLESEX)

On this 3<sup>rd</sup> day of Jan, 2006, before me,, the undersigned notary public, personally appeared John K. Barton, proved to me through satisfactory evidence of identification, which was a valid Massachusetts driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Executive Vice President - Real Estate for Staples the Office Superstore East, Inc., a Delaware corporation.



Dawn M. Allard  
[official signature and seal of notary]

My commission expires \_\_\_\_\_

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LOT 8 IN LOWE'S ORLAND PARK SUBDIVISION, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT RECORDED JUNE 24, 2005 AS DOCUMENT NO. 517503092, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office