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After Recording, Return to:

Circuit City Stores, Inc.
9950 Mayland Drive
Richmond, Virginia 23233
Attention: General Counsel

Doc#: 0728233007 Fee: \$36.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/09/2007 07:20 AM Pg: 1 of 7

(The Above Space for Recorder's Use Only)

THIS MEMORANDUM OF LEASE, made as of SEPTEMBER 7, 2007 by and between **ARBOR ETUM OF SOUTH BARRINGTON, LLC**, a Delaware limited liability company, having an office at 400 Skokie Boulevard, Suite 405, Northbrook, Illinois 60062 ("**Landlord**"), and **CIRCUIT CITY STORES, INC.**, a Virginia corporation, having an office at 9950 Mayland Drive, Richmond, Virginia 23233 ("**Tenant**").

Preliminary Statement

Landlord is the fee owner of certain real property located in the County of Cook, State of Illinois, as more particularly described on Exhibit A hereto annexed, together with improvements constructed or to be constructed thereon (the "**Shopping Center**"). Landlord and Tenant, as of the date hereof, have entered into a lease (the "**Lease**") demising a portion of the Shopping Center as more particularly described therein (the "**Premises**") to Tenant. In connection therewith, Landlord and Tenant have entered into this Memorandum to confirm the demise of the Premises and to provide notice to any interested party of such demise and of the terms and provisions of the Lease.

NOW, THEREFORE, the parties state as follows:

1. All capitalized terms used, but not otherwise defined, herein shall have the meanings ascribed to them in the Lease.

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 commencing on the Commencement Date (the "**Initial Lease Term**"). Under the terms of the Lease, Tenant has the right to extend the Initial Lease Term for four (4) separate and additional periods of five (5) years each after the expiration of the Initial Lease Term. MC

3. 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:

(a) That, subject to certain exceptions more particularly set forth in the Lease, Landlord shall not lease, rent or occupy or permit any other premises in the Shopping Center or

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on any "Affiliated Land" (defined in the Lease) to be occupied, for the sale, rental, installation, servicing and/or repairing, either singly or in any combination, of consumer, office and/or automotive electronics products, including, without limitation, televisions, stereos, speakers, video and audio recorders and players and cameras; computer hardware and software and related software services (which include internet access services, entertainment software and entertainment media [such as, by way of example only, game cartridges, video tapes, cassettes, compact discs, DVD's and DVD equipment]); cellular and wireless telephones and telecommunication devices and related accessories; motor vehicle audio, stereo and telephone systems; and technological evolutions of the foregoing (collectively, the "Products"). The Incidental Sale (as defined below) of the Products in connection with the overall business of another tenant shall not be deemed a violation this Section 8.04(a). "Incidental Sale" shall mean sales in the lesser of (i) three hundred fifty (350) square feet, or (ii) ten percent (10%) of such tenant's or occupant's, or Landlord's or any of its Affiliate's display area. The exclusive use rights granted to Tenant (the "Exclusive Use Protection") shall inure to the benefit of any permitted assignee of Tenant's interest in the Lease and to any sublessee of all or a part of the Premises.

(a) The Exclusive Use Protection shall not apply to existing tenants of the Shopping Center or the Affiliated Land (and current or future assignees or sublessees of such tenants) occupying their respective premises pursuant to the terms and provisions of leases which have been executed prior to the Effective Date (which leases are more particularly described in the Lease). However, such existing tenants shall nevertheless be subject to the Exclusive Use Protection if: (i) any existing tenant's lease requires the consent of Landlord to any assignment or subletting or to a change in the use of the applicable premises to permit the sale, rental, installation, servicing and/or repairing of the Products; or (ii) Landlord permits or agrees to an expansion of the applicable premises for the sale, rental, installation, servicing and/or repairing of the Products. With respect to the provisions hereof regarding Affiliated Land: (x) a fee mortgagee or leasehold mortgagee of Landlord with respect to the Shopping Center, and any persons or entities claiming under them or acquiring fee simple or leasehold title pursuant to foreclosure or deed in lieu thereof, and their successors, shall only be bound with respect to the Shopping Center and not with respect to any Affiliated Land; (y) such provisions shall only apply to any Affiliated Land owned or leased by Landlord or an Affiliate during such time as Landlord or such Affiliate owns or leases such property; and (z) the Exclusive Use Protection shall not apply to any premises within Affiliated Land that are demised pursuant to a lease existing, in full force and effect, and binding on the owner of such premises when such premises becomes Affiliated Land, or to any extensions or renewals thereof, and which does not require the landlord's consent for any change in use; provided, however, that the premises demised pursuant to such lease shall be exempted only so long as such lease remains in effect and binding on such owner.

(b) The Exclusive Use Protection shall also not apply to: (i) a department store or discount department store (for example, Wal-Mart, K-Mart, J.C. Penney, Macy's, Kohl's or Target), or a discount club (for example, Costco, BJ's Wholesale Club, or Sam's Club); (ii) an office supply store that is a National Tenant (as hereinafter defined) (for example, Staples or OfficeMax, but specifically excluding Office Depot); (iii) a bookstore that is a National Tenant (for example, Borders or Barnes & Noble); (iv) a branded electronics specialty boutique occupying less than 5,000 square feet of Floor Area that is a National Tenant (for example, Apple Store, Sony Store, Bose Store or Sony Style); (v) a mobile phone provider, or cellular

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phone store (for example, TMobile, Verizon or Sprint); (vi) a supermarket (for example, Safeway or Stop & Shop); (vii) a computer superstore that is a National Tenant (for example, CompUSA or Micro Center); (viii) intentionally omitted; (ix) a game store (for example, EB Games or GameStop); (x) a video/DVD store that is a National Tenant (for example, Blockbuster Video); (xi) a movie theater or entertainment complex; or (xii) a music store that is a National Tenant (for example, Sam Goody) provided that no less than ninety percent (90%) of its Floor Area is dedicated to the sale of media content; provided, however, that, as to each of the foregoing, such stores (x) are National Tenants or, except with respect to the stores described in items (ii), (iii), (iv), (vii), (x) and (xii), Regional Tenants (as such terms are defined in Section 8.06), and (y) are operated in substantially the same manner as same are operated as of the Effective Date. Notwithstanding anything to the contrary contained herein, in no event shall any general electronics retail store (for example, Best Buy, ABT, Tweeter, Radio Shack or HH Gregg) be permitted to operate in the Shopping Center or on any Affiliated Land.

4. In addition to the provisions of Section 3 above, this Memorandum of Lease is executed for the purpose of specifically giving notice of certain other terms, provisions and conditions of the Lease, including, without limitation:

- (a) The restrictions set forth therein on Landlord's ability to lease certain portions of the Shopping Center for certain uses which are otherwise prohibited by the terms of the Lease;
- (b) Provisions set forth therein regarding Tenant's right to install and maintain signage upon the exterior of the Premises and upon a pylon and/or monument sign located at the Shopping Center;
- (c) Provisions set forth therein regarding Tenant's right to use (and to permit Tenant's customers, employees, agents and contractors to use) certain common areas of the Shopping Center (such as, without limitation, the parking facilities of the Shopping Center); and
- (d) Provisions set forth therein regarding certain areas in the Shopping Center in which no improvements are to be constructed, or changes made without the consent of the Tenant.

5. In addition to those terms hereinabove set forth, 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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IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease as of the day and year first above written.

LANDLORD:

ARBORETUM OF SOUTH BARRINGTON, LLC, a Delaware limited liability company

By: RREEF America L.L.C., a Delaware limited liability company, Manager

By: [Signature]
Name: Domenic Lanni
Title: Vice President

STATE OF Illinois)
)
) ss.
COUNTY OF Cook)

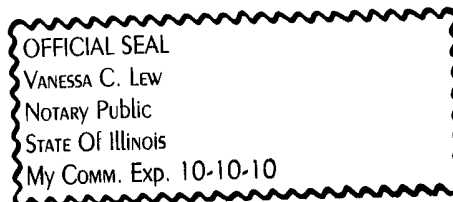
On this 7th day of ~~August~~ September, 2007, before me, a Notary Public, personally appeared Domenic Lanni, to me personally known to be the Vice President of RREEF America L.L.C., a Delaware limited liability company, the Manager of Arboretum of South Barrington, LLC, a Delaware limited liability company, and that the foregoing instrument was signed on behalf of said limited liability company, and said Vice President acknowledged said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

[Signature: Vanessa C. Lew]
Notary Public

My term expires:

10-10-10



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EXHIBIT A

Legal Description of the Shopping Center

THAT PART OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 33; THENCE SOUTH 00 DEGREES 02 MINUTES 15 SECONDS WEST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 33, A DISTANCE OF 780.49 FEET TO THE NORTH RIGHT OF WAY LINE OF ILLINOIS ROUTE NO. 72 (HIGGINS ROAD) AS MONUMENTED AND OCCUPIED; THENCE NORTH 69 DEGREES 18 MINUTES 19 SECONDS WEST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 2766.41 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF ILLINOIS ROUTE NO. 59 ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 11194096; THENCE NORTH 00 DEGREES 11 MINUTES 17 SECONDS WEST ALONG SAID EAST RIGHT OF WAY LINE OF ILLINOIS ROUTE NO. 59, A DISTANCE OF 1096.63 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 50.00 FEET AN ARC DISTANCE OF 80.49 FEET TO A POINT OF COMPOUND CURVATURE, THE CHORD OF SAID ARC HAVING A LENGTH OF 72.08 FEET AND A BEARING OF SOUTH 46 DEGREES 18 MINUTES 23 SECONDS EAST; THENCE EASTERLY ALONG A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 467.00 FEET AN ARC DISTANCE OF 68.92 FEET TO A POINT OF REVERSE CURVATURE, THE CHORD OF SAID ARC HAVING A LENGTH OF 68.86 FEET AND A BEARING OF NORTH 83 DEGREES 20 MINUTES 49 SECONDS EAST; THENCE EASTERLY ALONG A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 798.00 FEET AN ARC DISTANCE OF 365.16 FEET TO A POINT OF REVERSE CURVATURE, THE CHORD OF SAID ARC HAVING A LENGTH OF 361.98 FEET AND A BEARING OF SOUTH 87 DEGREES 46 MINUTES 18 SECONDS EAST; THENCE EASTERLY ALONG A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 552.00 FEET AN ARC DISTANCE OF 125.61 FEET TO A POINT OF REVERSE CURVATURE, THE CHORD OF SAID ARC HAVING A LENGTH OF 125.34 FEET AND A BEARING OF SOUTH 81 DEGREES 10 MINUTES 53 SECONDS EAST; THENCE EASTERLY ALONG A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 198.00 FEET AN ARC DISTANCE OF 56.38 FEET TO A POINT OF REVERSE CURVATURE, THE

CHORD OF SAID ARC HAVING A LENGTH OF 66.07 FEET AND A BEARING OF SOUTH 78 DEGREES 05 MINUTES 46 SECONDS EAST; THENCE EASTERLY ALONG A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 30.00 FEET AN ARC DISTANCE OF 35.16 FEET TO A POINT OF REVERSE CURVATURE, THE CHORD OF SAID ARC HAVING A LENGTH OF 33.18 FEET AND A BEARING OF NORTH 77 DEGREES 55 MINUTES 47 SECONDS EAST; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 196.00 FEET AN ARC DISTANCE OF 39.98 FEET TO A POINT OF REVERSE CURVATURE, THE CHORD OF SAID ARC HAVING A LENGTH OF 39.91 FEET AND A BEARING OF NORTH 50 DEGREES 11 MINUTES 41 SECONDS EAST; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 232.00 FEET AN ARC DISTANCE OF 125.75 FEET TO A POINT OF COMPOUND CURVATURE, THE CHORD OF SAID ARC HAVING A LENGTH OF 124.21 FEET AND A

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BEARING OF NORTH 40 DEGREES 30 MINUTES 36 SECONDS EAST; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 754.00 FEET AN ARC DISTANCE OF 60.64 FEET TO A POINT OF NON-TANGENCY HEREINAFTER REFERRED TO AS POINT "A", THE CHORD OF SAID ARC HAVING A LENGTH OF 60.62 FEET AND A BEARING OF NORTH 22 DEGREES 40 MINUTES 42 SECONDS EAST; THENCE SOUTH 51 DEGREES 22 MINUTES 16 SECONDS EAST ALONG A LINE HEREINAFTER REFERRED TO AS LINE "A", A DISTANCE OF 287.96 FEET; THENCE SOUTH 37 DEGREES 31 MINUTES 37 SECONDS WEST, 211.19 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 233.00 FEET AN ARC DISTANCE OF 43.15 FEET TO A POINT ON A NON-TANGENT CURVE, THE CHORD OF SAID ARC HAVING A LENGTH OF 43.08 FEET AND A BEARING OF SOUTH 42 DEGREES 49 MINUTES 55 SECONDS WEST; THENCE SOUTHERLY ALONG A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 90.00 FEET AN ARC DISTANCE OF 40.31 FEET, THE CHORD OF SAID ARC HAVING A LENGTH OF 39.98 FEET AND A BEARING OF SOUTH 04 DEGREES 39 MINUTES 01 SECOND EAST; THENCE SOUTH 69 DEGREES 18 MINUTES 19 SECONDS EAST, 220.11 FEET; THENCE NORTH 20 DEGREES 41 MINUTES 41 SECONDS EAST, 27.00 FEET; THENCE SOUTH 69 DEGREES 18 MINUTES 19 SECONDS EAST, 191.54 FEET; THENCE NORTH 20 DEGREES 41 MINUTES 41 SECONDS EAST, 105.23 FEET; THENCE NORTH 38 DEGREES 37 MINUTES 44 SECONDS EAST, 30.67 FEET TO THE SOUTHEASTERLY EXTENSION OF AFORESAID LINE "A"; THENCE SOUTH 51 DEGREES 22 MINUTES 16 SECONDS EAST ALONG THE SOUTHEASTERLY EXTENSION OF SAID LINE "A", 128.74 FEET TO A POINT ON SAID SOUTHEASTERLY EXTENSION OF LINE "A" THAT IS 795.95 FEET SOUTHEASTERLY OF MEASURED ALONG SAID LINE "A" AND ITS' SOUTHEASTERLY EXTENSION, AFORESAID POINT "A"; THENCE NORTH 38 DEGREES 37 MINUTES 44 SECONDS EAST, A DISTANCE OF 33.15 FEET TO THE WEST LINE OF THE EAST 16.35 CHAINS OF THE AFORESAID NORTHEAST QUARTER OF SECTION 33; THENCE NORTH 00 DEGREES 04 MINUTES 45 SECONDS WEST ALONG SAID WEST LINE, A DISTANCE OF 476.54 FEET; THENCE NORTH 89 DEGREES 40 MINUTES 35 SECONDS EAST, A DISTANCE OF 455.10 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 45 SECONDS EAST PARALLEL WITH THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 422.20 FEET; THENCE SOUTH 45 DEGREES 12 MINUTES 05 SECONDS EAST, A DISTANCE OF 141.12 FEET; THENCE NORTH 89 DEGREES 40 MINUTES 35 SECONDS EAST, A DISTANCE OF 524.01 FEET TO THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES 04 MINUTES 45 SECONDS EAST ALONG SAID EAST LINE, A DISTANCE OF 916.39 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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