



Doc#: 0914215003 Fee: \$70.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/22/2009 08:33 AM Pg: 1 of 5

After Recording, Return to:
Attn: General Counsel
Vitamin Shoppe Industries Inc.
2101 91st Street
North Bergen, New Jersey 07047
(The Above Space for Recorder's Use Only)

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE, made as of January 29, 2009, by and between ELSTON AVENUE PROPERTIES, L.L.C., an Illinois limited liability company, having an office at c/o Novak Construction Company, Attn: Property Manager, 3423 North Drake Avenue, Chicago, Illinois 60618 ("Landlord") and VS DIRECT INC., a Delaware corporation, having an office at 2101-91st Street, North Bergen, New Jersey 07047 ("Tenant").

1. Landlord has leased to Tenant pursuant to the terms and conditions of a Lease Agreement dated as of January 29, 2009 (the "Lease") a portion (the "Premises") of that certain shopping center (the "Shopping Center") located at the Northeast Corner of Elston Avenue and Logan Boulevard in the City of Chicago, Cook County, State of Illinois, which Shopping Center is more particularly described on Exhibit A attached hereto and made a part hereof.

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 (the "Initial Term").

3. Under the terms of the Lease, the Initial Term may be extended for two (2) separate and additional periods of five (5) years each after the expiration of the Initial Term (each such additional five-year period is hereinafter referred to as a "Renewal Term"). Each Renewal Term shall be subject to all the terms and conditions of the Lease as if the Initial Term originally included such Renewal Term.

4. Under the terms of the Lease, Landlord has agreed that (with certain exceptions set forth in the Lease), it will not lease, rent or occupy or permit any other premises in the Shopping Center to be occupied, whether by a tenant, sublessee, assignee, licensee or other occupant or itself, for the sale, rental or distribution, either singly or in any combination, of items contained in any of the following merchandise categories: vitamins, mineral supplements, nutrition

5/25
A-ND

UNOFFICIAL COPY

products and herbs (which items, either singly or in any combination, are hereinafter referred to as the "Exclusive Items").

5. 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, (i) the restrictions set forth therein on Landlord's ability to lease portions of the Shopping Center for certain uses which might compete with Tenant's use of the Premises [as described in paragraph 4 above] or which are otherwise prohibited by the terms of the Lease, (ii) 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, (iii) 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 (iv) provisions set forth therein regarding certain areas in the Shopping Center in which no improvements are to be constructed) and is not intended, and shall not be construed, to define, limit or modify the Lease.

6. In addition to those terms referred to hereinabove, 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.

7. Capitalized terms not defined herein shall have the same meaning as set forth in the Lease.

UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease as of the day and year first above written.

WITNESS:

LANDLORD

ELSTON AVENUE PROPERTIES,
L.L.C.,
an Illinois limited liability company

Kristen Ottinger
Print
Name: Kristen Ottinger

By: *[Signature]*
Name: John Novak
Title: Manager

WITNESS:

TENANT

VS DIRECT INC., a Delaware corporation

Donna Jimenez
Print
Name: Donna Jimenez

By: *[Signature]*
Name: Cosmo La Forgia
Title: VP of Finance

Property of Cook County Clerk's Office

UNOFFICIAL COPY

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

On this 29 day of January, 2009, before me personally came John NOLAK to me known, who being by me duly sworn, did depose and say that he is the Manager of Eaton Avenue Properties LLC, the corporation described in and which executed the above instrument and that he signed his name thereto by order of the Board of Directors of said corporation.


Notary Public

My Commission Expires:

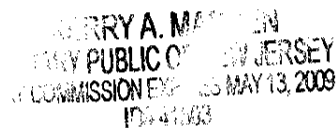


STATE OF NEW JERSEY)
) : ss.
COUNTY OF HUDSON)

On this 26th day of January, 2009, before me personally came Cosmo La Forgia to me known, who being by me duly sworn, did depose and say that he is the VP of Finance of VS DIRECT INC., the corporation described in and which executed the above instrument and that he signed his name thereto by order of the Board of Directors of said corporation.


Notary Public

My Commission Expires:



UNOFFICIAL COPY

EXHIBIT A

Legal Description of Shopping Center

LEGAL DESCRIPTION:

LOTS 11 THROUGH 29 AND LOT 49 IN GEORGE R. HOTCHKISS JR'S SUBDIVISION OF LOT 5 (EXCEPT PART LYING EAST OF LOGAN BOULEVARD AND EXCEPT BOULEVARD AND EXCEPT STREETS) IN SUPERIOR COURT PARTITION OF SNOW ESTATE IN SOUTHWEST QUARTER OF SECTION 30, IN TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

ALL THAT PART OF THE NORTHWESTERLY-SOUTHEASTERLY 16 FOOT PUBLIC ALLEY, INCLUDING TWO (2), 5 FOOT BY 5 FOOT TRIANGULAR PUBLIC ALLEYS ADJOINING THE SOUTHEASTERLY TERMINUS OF THE AFORESAID NORTHWESTERLY-SOUTHEASTERLY 16 FOOT PUBLIC ALLEY AND TWO (2) IRREGULARLY SHAPED PUBLIC ALLEYS ADJOINING THE NORTHERLY TERMINUS OF THE AFORESAID NORTHWESTERLY-SOUTHEASTERLY 16 FOOT PUBLIC ALLEY, LYING EASTERLY AND NORTHEASTERLY OF THE EASTERLY AND NORTHEASTERLY LINES OF LOT 18, LYING NORTHEASTERLY OF THE NORTHEASTERLY LINE OF LOTS 19 TO 27, BOTH INCLUSIVE, LYING NORTHWESTERLY, SOUTHWESTERLY AND SOUTHERLY OF THE NORTHWESTERLY, SOUTHWESTERLY AND SOUTHERLY LINES OF LOT 49, LYING SOUTHERLY OF THE NORTHERLY LINE OF LOT 27 EXTENDED SOUTHEASTERLY TO THE POINT OF INTERSECTION WITH THE NORTH LINE OF LOT 49 EXTENDED WESTERLY, LYING SOUTH AND SOUTHERLY OF THE NORTH LINE OF LOT 49 EXTENDED WESTERLY TO THE POINT OF INTERSECTION WITH THE NORTHERLY LINE OF LOT 27 EXTENDED SOUTHEASTERLY AND LYING NORTHWESTERLY OF A LINE DRAWN FROM THE POINT OF INTERSECTION OF THE EASTERLY AND SOUTHEASTERLY LINES OF LOT 28 TO THE POINT OF INTERSECTION OF THE SOUTHEASTERLY AND SOUTHERLY LINES OF LOT 49 ALL IN GEORGE R. HOTCHKISS JR'S SUBDIVISION OF LOT 5 (EXCEPT PART LYING EAST OF LOGAN BOULEVARD AND EXCEPT BOULEVARD AND EXCEPT STREETS) IN SUPERIOR COURT PARTITION OF SNOW ESTATE IN THE SOUTHWEST QUARTER OF SECTION 30, IN TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID PART OF PUBLIC ALLEY HEREIN VACATED BEING FURTHER DESCRIBED AS THE NORTHWESTERLY-SOUTHEASTERLY 6 FOOT PUBLIC ALLEY WHOSE SOUTHWESTERLY LINE IS 120 FEET, MORE OR LESS, NORTHEASTERLY OF THE NORTHEASTERLY LINE OF N. ELSTON AVENUE, SAID PART OF PUBLIC ALLEY LYING NORTHWESTERLY OF THE NORTHWESTERLY LINE OF A NORTHEASTERLY-SOUTHWESTERLY 20 FOOT PUBLIC ALLEY WHOSE SOUTHEASTERLY LINE IS 125 FEET, MORE OR LESS, NORTHWESTERLY OF THE NORTHWESTERLY LINE OF W. LOGAN BOULEVARD SAID PART OF THE PUBLIC ALLEY ALSO LYING SOUTH OF THE WESTERLY EXTENSION OF THE SOUTH LINE OF THE EAST-WEST 16 FOOT PUBLIC ALLEY WHOSE NORTH LINE IS 125 FEET, MORE OR LESS, SOUTH OF THE SOUTH LINE OF W. DIVERSEY AVENUE AND LYING SOUTHERLY OF THE EASTERLY EXTENSION OF THE SOUTHERLY LINE OF THE EASTERLY-WESTERLY 20 FOOT PUBLIC ALLEY IN THE BLOCK BOUNDED BY W. DIVERSEY AVENUE, W. LOGAN BOULEVARD AND N. ELSTON AVENUE AS VACATED PER ORDINANCE RECORDED DECEMBER 31, 2007 AS DOCUMENT NO. 0736503042.

ALSO

THAT PART OF THE 20 FOOT ALLEY THAT RUNS IN A NORTHEASTERLY AND SOUTHWESTERLY DIRECTION LYING NORTHWESTERLY AND ADJOINING LOTS 12 THROUGH 17 AND LYING SOUTHEASTERLY OF LOTS 18 AND 49 AND LYING NORTHEASTERLY OF A LINE DRAWN FROM THE WESTERLY MOST CORNER OF LOT 17 TO THE MOST SOUTHERLY CORNER OF LOT 18 AND LYING SOUTHWESTERLY OF A LINE 20 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE MOST NORTHEASTERLY LINE OF LOT 12 EXTENDED NORTHWESTERLY TO THE SOUTHEASTERLY LINE OF LOT 49, ALL IN GEORGE R. HOTCHKISS JR'S SUBDIVISION OF LOT 5 (EXCEPT PART LYING EAST OF LOGAN BOULEVARD AND EXCEPT BOULEVARD AND EXCEPT STREETS) IN SUPERIOR COURT PARTITION OF SNOW ESTATE IN SOUTHWEST QUARTER OF SECTION 30, IN TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

EXCEPT THE NORTHEASTERLY 20.00 FEET OF LOT 12, IN GEORGE R. HOTCHKISS JR'S SUBDIVISION OF LOT 5 (EXCEPT PART LYING EAST OF LOGAN BOULEVARD AND EXCEPT BOULEVARD AND EXCEPT STREETS) IN SUPERIOR COURT PARTITION OF SNOW ESTATE IN SOUTHWEST QUARTER OF SECTION 30, IN TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SAID AREA CONTAINS 125,898 SQUARE FEET OR 2.890 ACRES, MORE OR LESS.