

# UNOFFICIAL COPY



Doc#: 0921522045 Fee: \$44.00  
Eugene "Gene" Moore RHPF Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 08/03/2009 10:46 AM Pg: 1 of 5

5-24-08 M. Quinn  
**THIS INSTRUMENT  
PREPARED BY AND AFTER  
RECORDING RETURN TO:**

James T. Mayer, Esq.  
Holland & Knight LLP  
131 South Dearborn, 30<sup>th</sup> Floor  
Chicago, Illinois 60610

*This space reserved for Recorder's use only.*

**THIS MEMORANDUM OF LEASE** (this "**Memorandum**"), dated as of the 3<sup>o</sup> day of June, 2009 ("**Execution Date**") is made by and between **TR 120 S. LASALLE CORP.**, a Delaware corporation, having its principal office at c/o Lincoln Property Company, 120 North LaSalle Street, Suite 1750, Chicago, Illinois 60602, Attention: Jenifer A. Ratcliffe ("**Landlord**") and **HIGHLAND PARK CVS, L.L.C.**, an Illinois limited liability company, having its principal office at One CVS Drive, Woonsocket, Rhode Island 02895, Attention: Property Administration Department, Store No. 2229 ("**Tenant**").

## RECITALS

- A. Landlord and Tenant have entered into that certain Lease dated June 3<sup>o</sup>, 2009 (the "Lease"), pursuant to which Landlord has leased to Tenant certain premises consisting of approximately 10,039 rentable square feet of space on the first (1<sup>st</sup>) floor (the "Leased Premises") of the building commonly known by the street address of 120 South LaSalle Street, Chicago, Illinois ("Building"), as more particularly described on Exhibit A attached hereto.
- B. Landlord is the owner of all right, title and interest in the Building.
- C. Landlord and Tenant desire to set forth certain terms and provisions contained in the Lease in this Memorandum for recording purposes.
- D. Tenant will be occupying the Leased Premises prior to the Initial Term (as hereinafter defined) pursuant to that certain Sublease between Tenant and the tenant leasing the Leased Premises as of the Execution Date.

**NOW, THEREFORE**, for and in consideration of the rents reserved and the covenants and conditions set forth in the Lease, Landlord and Tenant do hereby covenant, promise and agree as follows:

1. **Definitions.** Capitalized terms used herein which are not otherwise defined herein shall have the respective meanings ascribed to them in the Lease.

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2. **Grant of Lease.** Pursuant to the Lease, Landlord has leased to Tenant and Tenant has leased from Landlord the Leased Premises upon the terms and conditions set forth in the Lease.

3. **Commencement Date.** If Tenant exercises its option to lease the Leased Premises, the Term of the Lease shall commence on January 1, 2024 (the "**Commencement Date**").

4. **Option to Extend.** If Tenant exercises the first option set forth in Section 3 above, the initial Term of the Lease shall expire on December 31, 2033 (the "**Initial Term**"). Thereafter, Tenant has three (3) options to extend the Initial Term of the Lease for three (3) additional periods of five (5) years each.

5. **Expiration Date.** If all of the extension options set forth in Section 4 above are exercised, the Term of the Lease shall expire on December 31, 2048.

6. **No Expansion Options.** Tenant has no expansion options or rights of first refusal to lease additional space in the Building.

7. **No Option to Purchase.** Tenant does not have a right of first refusal nor a right of first offer to purchase the Building.

8. **Incorporation of Lease.** This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Lease, the terms of which are incorporated herein by reference.

This instrument is merely a memorandum of the Lease and is subject to all of the terms, provisions and conditions of the Lease. In the event of any inconsistency between the terms of the Lease and this instrument, the terms of the Lease shall prevail.

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum as of the date first written above.

WITNESS:

\_\_\_\_\_

WITNESS:

*Donna M. David*

**LANDLORD:**

**TR 120 S. LASALLE CORP.**, a Delaware corporation

By: *[Signature]*

Name: *Andrew Natelson*

Title: *President*

**TENANT:**

**HIGHLAND PARK CVS, L.L.C.**, an Illinois limited liability company

By: *[Signature]*

Name: *Clay Wilson*

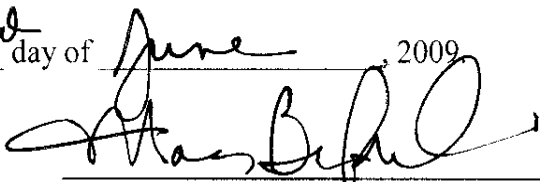
Title: *RVP, Real Estate*

Property of Cook County Clerk's Office

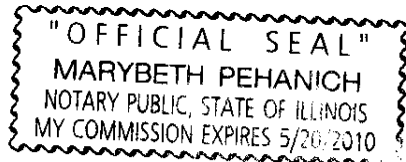
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STATE OF ILLINOIS )  
 ) ss:  
COUNTY OF COOK )

The undersigned, a Notary Public, in and for the County and State aforesaid, does hereby certify, that Janifer Ratcliffe, personally known to me to be the President of **TR 120 S. LASALLE CORP.**, a Delaware corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged under oath that as such President, she signed and delivered said instrument pursuant to authority duly given to her by said corporation.

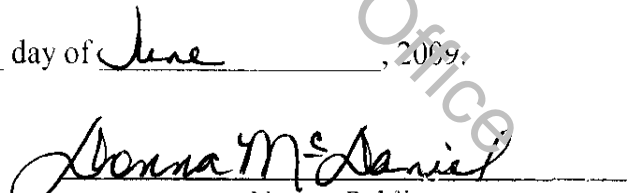
Given under my hand and seal this 2nd day of June, 2009.  
  
\_\_\_\_\_  
Notary Public

My Commission Expires:



STATE OF Alabama )  
 ) ss:  
COUNTY OF Jefferson )

The undersigned, a Notary Public, in and for the State aforesaid, does hereby certify, that Clay Wilson, personally known to me to be the RVP - Real Estate of **HIGHLAND PARK CVS, L.L.C.**, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledges under oath that as such \_\_\_\_\_ he signed and delivered said instrument pursuant to authority duly given to him/her by said company.

Given under my hand and seal this 9th day of June, 2009.  
  
\_\_\_\_\_  
Notary Public

Donna McDaniel  
Notary Public, State of Alabama  
My Commission Expires October 18, 2010

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## EXHIBIT A

### LEGAL DESCRIPTION OF THE LAND

THE EAST 1/2 OF LOT 2, ALL OF LOT 3 AND THAT PART OF LOT 4 LYING WEST OF THE WEST LINE OF LASALLE STREET (EXCEPT THE SOUTH 10 FEET OF SAID LOTS TAKEN FOR ALLEY) IN BLOCK 96 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 120 South LaSalle Street, Chicago, Illinois 60603

PIN: 17-16-210-007-0000

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