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Doc#: 1009933065 Fee: \$74.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/09/2010 09:39 AM Pg: 1 of 6

RECORDING REQUESTED BY
AND WHEN RECORDED, MAIL TO:

c/o The Gap, Inc.
Real Estate Law Department
2 Folsom Street
San Francisco, CA 94105
Attn: Property Management
Store # 6190

MEMORANDUM OF LEASE

This Memorandum of Lease is made and entered into as of this 31st day of March, 2010 by and between **INLAND ORLAND PARK PLACE, L.L.C.**, a Delaware limited liability company ("Landlord"), by and through its authorized agent, Inland Commercial Property Management, Inc., an Illinois corporation, and **OLD NAVY, LLC**, a Delaware limited liability company ("Tenant").

1. **Premises.** Pursuant to the Unrecorded Lease (as defined below), Landlord leases to Tenant that certain store premises (the "Premises") containing approximately 20,600 square feet of gross leasable area and constituting a part of a retail shopping center (the "Shopping Center") commonly known as Orland Park Place, located at 105 Orland Park Place, in the City of Orland Park, State of Illinois. All land comprising the Shopping Center is referred to as the "Property" and is legally described in **Exhibit A** attached hereto. Landlord, together with Inland Orland Park Place I, L.L.C. and Inland Orland Park Place II, L.L.C., are the owners in fee simple of the Property.

2. **Unrecorded Lease.** This Memorandum of Lease is made upon all of the terms, covenants and conditions set forth in that certain unrecorded Amended and Restated Lease by and between the parties hereto of even date herewith (the "Unrecorded Lease"), all of the terms and conditions of which are made a part hereof as though fully set forth herein.

3. **Term/Commencement Date.** The term of this Memorandum of Lease and the Unrecorded Lease shall commence in accordance with the terms of the Unrecorded Lease, and shall expire on the last day of the month ten (10) years next following the commencement date unless earlier terminated or extended in accordance with the provisions of the Unrecorded Lease. Alternatively, the original term may expire on the January 31st following the tenth (10th) anniversary of the commencement date, upon the occurrence of certain conditions set forth in the Unrecorded Lease. In addition, Tenant is granted one (1) option to extend the original term for additional periods of five (5) years. The term of this Memorandum of Lease and Unrecorded Lease and option(s) may be extended or amended in accordance with any amendments, options, letters, renewals, or restatements executed in connection with the Unrecorded Lease.

4. **Common Easement.** Tenant and the employees, agents, officers, directors, licensees, contractors, subcontractors, successors and assigns (collectively, "Agents") of Tenant and Tenant's customers and invitees shall have all rights appurtenant to the Premises and a non-exclusive, irrevocable easement and right, in common with the other occupants of the Shopping Center and with the public, for the purpose of access over and across as well as the use of all areas for the common use of the occupants of the Shopping Center, including, without limitation, the sidewalks, driveways and parking areas on the Property (collectively, the "Common Areas"), which easement shall be appurtenant to the Premises and shall run with the land.

5. **Use.** The Premises may be used for any lawful retail purpose. The foregoing is collectively referred to herein as the "Permitted Use." Landlord shall take no action which would impair or limit Tenant's ability to conduct the Permitted Use.

6. **Restrictions.** Except as provided in Sections 13.2 and 13.3 of the Unrecorded Lease, Tenant is entering into this Memorandum of Lease and has entered into the Unrecorded Lease in reliance upon its ability to conduct the Permitted Use without any limitation or restriction whatsoever by reason of any exclusive provision or contractual restriction granted to any other party whatsoever and wherever located, which applies or pertains to the Premises or Tenant's use therein.

7. **Interpretation.** Landlord and Tenant have entered into this Memorandum of Lease in order that third parties may have notice of the existence of the Unrecorded Lease and some of its specific provisions. This Memorandum of Lease is not a complete summary of the Unrecorded Lease. This Memorandum of Lease is not intended to amend, modify, or otherwise change the terms and conditions of the Unrecorded Lease between the

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parties hereto. Provisions in this Memorandum shall not be used in interpreting the provisions of the Unrecorded Lease. In the event of a conflict between this Memorandum and the Unrecorded Lease, the Unrecorded Lease shall control.

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

Landlord

INLAND ORLAND PARK PLACE, L.L.C.,
a Delaware limited liability company

By: IN RETAIL FUND, L.L.C.,
a Delaware limited liability company,
its manager

By: IN RETAIL MANAGER, L.L.C.,
a Delaware limited liability company,
its manager

By: INLAND REAL ESTATE
CORPORATION,
a Maryland corporation,
its manager

By: INLAND COMMERCIAL PROPERTY
MANAGEMENT, INC., an Illinois corporation, agent

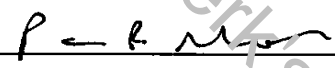
By: 

Title: **D. Scott Carr**

President

Tenant

OLD NAVY, LLC,
a Delaware limited liability company.

By: 

Its: **Paul R. Mohr**

Senior Director
Associate General Counsel

Property of Cook County Clerk's Office

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ACKNOWLEDGMENT OF LANDLORD

State of _____)
County of _____)

On March 21, 2010, before me, Sherry L. Dietz, Notary Public, personally appeared Paul Mohun personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Sherry L. Dietz
Notary Public Signature



ACKNOWLEDGMENT OF TENANT

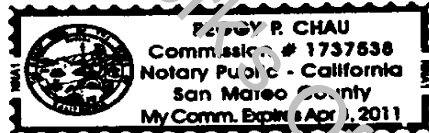
STATE OF CALIFORNIA)
) ss
COUNTY OF SAN FRANCISCO)

On March 23, 2010, before me, Peggy P. Chau, Notary Public, personally appeared Paul Mohun, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)
Notary Public Signature



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The undersigned, as fee simple owners of certain portions of the Shopping Center, hereby join in this Memorandum of Lease for the purpose of acknowledging and agreeing to be bound by all of the terms and provisions of the Lease that relate to or otherwise affect the portions of the Shopping Center owned by them, respectively.

INLAND ORLAND PARK PLACE II, L.L.C.,
a Delaware limited liability company,

By: IN RETAIL FUND, L.L.C.,
a Delaware limited liability company,
its manager

By: IN RETAIL MANAGER, L.L.C.,
a Delaware limited liability company,
its manager

By: INLAND REAL ESTATE CORPORATION,
a Maryland corporation,
its manager

By: 
Name: D. Scott Carr
Title: Senior Vice President

Property of Cook County Clerk's Office

INLAND ORLAND PARK PLACE III, L.L.C.,
a Delaware limited liability company,

By: IN RETAIL FUND, L.L.C.,
a Delaware limited liability company,
its manager

By: IN RETAIL MANAGER, L.L.C.,
a Delaware limited liability company,
its manager

By: INLAND REAL ESTATE CORPORATION,
a Maryland corporation,
its manager

By: 
Name: D. Scott Carr
Title: Senior Vice President

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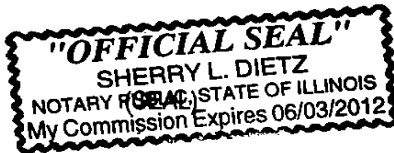
ACKNOWLEDGMENTS OF FEE SIMPLE OWNERS

State of _____)
County of _____)

On March 31, 2010 before me, (here insert name and title of the officer), personally appeared [Signature] who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
Notary Public Signature

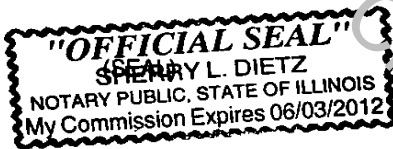


State of _____)
County of _____)

On March 31, 2010 before me, [Signature], Notary Public, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
Notary Public Signature



Property of Cook County Clerk's Office

UNOFFICIAL COPY**EXHIBIT A****LEGAL DESCRIPTION**

LOT 1 IN ORLAND COURT SUBDIVISION, A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

AND

LOT 4 IN ORLAND COURT SUBDIVISION OF PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 20, 1981 AS DOCUMENT NUMBER 25811986, IN COOK COUNTY, ILLINOIS,

EXCEPT THAT PART OF LOT 4 DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 7 OF SAID ORLAND COURT SUBDIVISION; THENCE NORTH 89 DEGREES, 59 MINUTES, 14 SECONDS WEST, 280.00 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTES, 46 SECONDS WEST, 30.00 FEET; THENCE NORTH 89 DEGREES, 59 MINUTES, 14 SECONDS WEST, 275.00 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 46 SECONDS EAST, 85.00 FEET; THENCE NORTH 89 DEGREES, 59 MINUTES, 14 SECONDS WEST, 155.00 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 46 SECONDS EAST, 315.00 FEET; THENCE SOUTH 89 DEGREES, 59 MINUTES, 14 SECONDS EAST, 155.00 FEET; THENCE NORTH 38 DEGREES, 31 MINUTES, 36 SECONDS EAST, 60.80 FEET; THENCE NORTH 89 DEGREES, 56 MINUTES, 18 SECONDS EAST, 221.80 FEET; THENCE SOUTH 13 DEGREES, 59 MINUTES, 14 SECONDS EAST, 40.40 FEET TO AN EASTERLY CORNER OF SAID LOT 4; THENCE CONTINUING SOUTH 13 DEGREES, 59 MINUTES, 14 SECONDS EAST, ALONG AN EASTERLY LINE OF SAID LOT 4, 52.59 FEET; THENCE SOUTH 89 DEGREES, 59 MINUTES, 15 SECONDS EAST, ALONG A NORTHERLY LINE OF SAID LOT 4, 380.38 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTES, 45 SECONDS WEST, ALONG AN EASTERLY LINE OF SAID LOT 4, 4.83 FEET; THENCE NORTH 89 DEGREES, 59 MINUTES, 15 SECONDS WEST, ALONG A SOUTHERLY LINE OF SAID LOT 4, 107.50 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTES, 45 SECONDS WEST, ALONG THE EASTERLY LINE OF SAID LOT 4, 288.00 FEET; THENCE SOUTH 89 DEGREES, 59 MINUTES, 15 SECONDS EAST, ALONG A NORTHERLY LINE OF SAID LOT 4, 107.50 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTES, 45 SECONDS WEST, ALONG THE EASTERLY LINE OF SAID LOT 4, 35.00 FEET; THENCE NORTH 89 DEGREES, 59 MINUTES, 15 SECONDS WEST, ALONG A SOUTHERLY LINE OF SAID LOT 4, 107.50 FEET TO A POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO EXCEPT THAT PART OF LOT 4 DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 7 OF SAID ORLAND COURT SUBDIVISION; THENCE NORTH 89 DEGREES 59 MINUTES 14 SECONDS WEST, 280.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 46 SECONDS WEST, 30.00 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 14 SECONDS WEST 275.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 46 SECONDS EAST, 85.00 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 14 SECONDS WEST, 155.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 46 SECONDS EAST, 315.00 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 14 SECONDS, 155.00 FEET; THENCE NORTH 38 DEGREES 31 MINUTES 36 SECONDS EAST, 60.80 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 18 SECONDS EAST, 0.41 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 01 MINUTES 12 SECONDS WEST, 52.65 FEET TO A POINT ON THE CENTERLINE OF COLUMN LINE #9 OF EXISTING STRUCTURE; THENCE NORTH 76 DEGREES 07 MINUTES 00 SECONDS EAST ALONG SAID CENTERLINE, 216.31 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 12 SECONDS EAST, 105.06 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 18 SECONDS WEST, 210.03 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

*pins address 27-15-100-014/044/046
105 Orland Park Place, Orland Park*