



Doc#: 1012615011 Fee: \$90.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 05/06/2010 09:39 AM Pg: 1 of 10

AMENDMENT  
TO  
MEMORANDUM OF LEASE

*MANU* This Amendment to Memorandum of Lease is entered into as of this 12<sup>th</sup> day of ~~February~~, 2010 by and between OFFICE DEPOT, INC., a Delaware corporation ("Tenant") and INLAND FOUR FLAGGS, L.L.C., a Delaware limited liability company, as successor in interest to LaSalle National Trust, N.A., as successor trustee to LaSalle National Bank, ~~not~~ personally but as Trustee under Trust Agreement dated May 15, 1972 known as Trust No. 44143 ("Landlord").

WITNESSETH:

WHEREAS, Landlord and Tenant are parties to a Lease Agreement dated November 10, 1992 ("Lease"), as amended by First Amendment to Lease ("First Amendment") dated June 18, 2002, and Second Amendment dated January 27, 2010 ("Second Amendment") relating to the premises consisting of 24,444 square feet and commonly known as Unit 19 at 8203 W. Golf Road, Niles, IL, Illinois 60714 (the "Original Premises") and located in the shopping center commonly known as Four Flaggs Shopping Center, in Niles, Illinois, legally described on Exhibit A attached hereto and made a part hereof (the "Shopping Center"). The Second Amendment provides, among other things, to substitute the Original Premises for certain premises consisting of approximately 18,449 square feet of space commonly known as 8331 W. Golf Road, Niles, Illinois, in the Shopping Center, which premises is depicted on the Site Plan attached as Exhibit A and made a part hereof (the "New Premises");

WHEREAS, Landlord and Tenant and are parties to that certain Memorandum of Lease dated November 10, 1992 recorded with the Cook County Recorder's Office in the State of Illinois on July 2, 1993 as Document No. 93-509108 (the "Memorandum of Lease"); and

NOW, THEREFORE, the parties hereto agree that the Memorandum shall be amended as hereinafter provided.

1. Premises. Effective upon the New Premises Commencement Date (as defined the Second Amendment), the description of the Premises in Section 1 of the Memorandum of Lease shall be amended to describe that certain premises consisting of approximately 18,449 square feet of space commonly known as 8331 W. Golf Road, Niles, Illinois, in the Shopping Center, which premises is

S YES  
P 10  
S NO  
M NO  
SC YES  
E YES  
INT PM

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depicted on the Site Plan attached as Exhibit A and made a part hereof (the "New Premises").

2. Term and Renewal Options. Effective upon the New Premises Commencement Date, Section 2 of the Memorandum of Lease shall be amended to provide for the Term and Renewal Options for the New Premises to be for a period of ten (10) years and two months, commencing on the New Premises Commencement Date and expiring on the last day of the one hundred and twenty second (122nd) month thereafter (the "New Premises Term").

If the Lease is still in full force and effect, and if Tenant shall not be in default under the terms of Lease, Tenant shall subject to the terms and provisions of the Lease have three (3) successive five (5) year options of extension immediately following the New Premises Term.

3. Certain Restrictions. The restrictions set forth in Paragraph 3 of the Memorandum of Lease shall continue to remain in effect with respect to the New Premises for the New Premises Term, as renewed. In addition to the foregoing, Landlord agrees that Tenant's Permitted Use set forth in Section 1.1.19 of the Lease shall be expanded to allow Tenant, in addition to all other Permitted Uses set forth in Section 1.1.19, but subject to the existing exclusives of current tenants as set forth on Exhibit E of the Second Amendment, to use the New Premises for (a) mail services, including mail receiving services, mailbox rental and mailing; (b) business equipment repair services and (c) shipping and packaging services (the "Additional Permitted Uses"). Furthermore, Tenant's exclusive set forth in Paragraph 1 of Exhibit E-1 of the Lease shall be expanded such that Landlord shall not permit any other tenant or occupant of the Shopping Center (other than Tenant) to use more than the lesser of 5% of its floor area, or 1,000 square feet of floor area (in the aggregate) for (a) mail services, including mail receiving services, mailbox rental and mailing; (b) business equipment repair services and (c) shipping and packaging services.
4. Incorporation of Lease. This Amendment to Memorandum of Lease 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 an Amendment to Memorandum of 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.
5. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective, successors and assigns.

**(Remainder of page intentionally left blank)**

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

LANDLORD

Inland Commercial Property Management, Inc., as Managing Agent to the Owner INLAND FOUR FLAGGS, L.L.C., a Delaware limited liability company

By:  \_\_\_\_\_

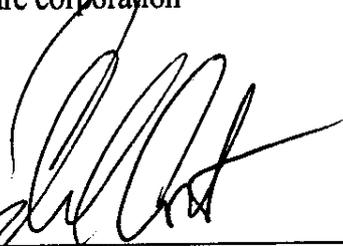
D. Scott Carr

Its: \_\_\_\_\_ President \_\_\_\_\_

Witness:  \_\_\_\_\_

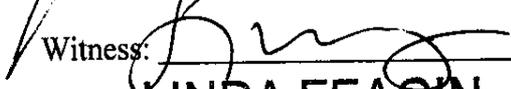
TENANT

Office Depot, Inc., a Delaware corporation

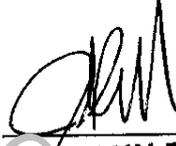
By:  \_\_\_\_\_

**EDWARD COSTA**

Its: \_\_\_\_\_ Vice President, Construction \_\_\_\_\_

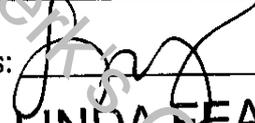
Witness:  \_\_\_\_\_

LINDA FEAGIN

By:  \_\_\_\_\_

**JOHN ROBERT KOCH**

Its: \_\_\_\_\_ SVP Real Estate & Construction \_\_\_\_\_

Witness:  \_\_\_\_\_

LINDA FEAGIN

PROPERTY OF Cook County Clerk's Office

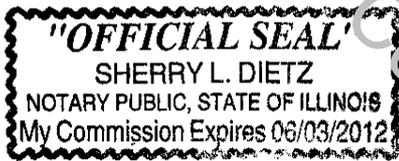
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**LANDLORD**

STATE OF DUPAGE )  
 ) ss.  
 COUNTY OF ILLINOIS )

On this 19th day of January, 2010 before me, the undersigned, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared J. Scott Coon, to me personally known, who by me duly sworn, did say that he is the President of ICM, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and as the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in said County the day and year in this certificate first above written.



Sherry L. Dietz, Dupage, Ill  
 Notary Public in and for said County and State

My commission expires: June 3, 2012

Property of Cook County Clerk's Office

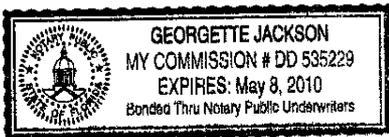
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**TENANT**

STATE OF FLORIDA )  
 ) ss.  
COUNTY OF PALM BEACH )

On this 12<sup>th</sup> day of March, ~~2006~~ <sup>2010</sup> before me, the undersigned, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared Edward Coates to me personally known, who by me duly sworn, did say that he/she is a VP, Construction of OFFICE DEPOT, INC., a Delaware corporation, ~~[that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors]~~ a as the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in said County the day and year in this certificate first above written.



Georgette Jackson  
Notary Public in and for said County and State

My commission  
Expires May 8, 2010

COOK COUNTY Clerk's Office

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**TENANT**

STATE OF FLORIDA )  
 ) ss.  
COUNTY OF PALM BEACH )

On this 12<sup>th</sup> day of March, <sup>2010</sup>~~2006~~ before me, the undersigned, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared John Robert Koch to me personally known, who by me duly sworn did say that he/she is a SVP, RE + Construction of OFFICE DEPOT, INC., a Delaware corporation, ~~that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors]~~ a as the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in said County the day and year in this certificate first above written.



Georgette Jackson  
Notary Public in and for said County and State

My commission Expires May 8, 2010

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COUNTY CLERK'S Office

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## EXHIBIT A Legal Description of the Shopping Center

### PARCEL 1:

THAT PART OF THE NORTH 1/2 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF BLOCKS 3 AND 4 OF SUPERIOR COURT COMMISSIONERS DIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 14 BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 14 WITH THE CENTER LINE OF MILWAUKEE AVENUE; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF SAID ROAD, 1,047.94 FEET, THENCE NORTHEASTERLY ALONG A LINE DRAWN AT RIGHT ANGLES TO SAID CENTER LINE 55.22 FEET TO THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE AS SAID LINE IS DESCRIBED IN THAT CAUSE ENTITLED STATE OF ILLINOIS AGAINST METROPOLITAN INSURANCE COMPANY-CONDEMNATION-60 'S' 9982 TO THE POINT OF BEGINNING; THENCE CONTINUING NORTHEASTERLY ALONG SAID LINE DRAWN AT RIGHT ANGLES TO THE CENTER LINE OF MILWAUKEE AVENUE, 495.37 FEET TO A POINT ON A LINE DRAWN DESCRIBED AS BEGINNING AT A POINT IN THE NORTHWESTERLY LINE OF THE RESUBDIVISION OF GOLF MILL SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SAID SECTION 14, SAID POINT BEING IN A STRAIGHT LINE DRAWN NORTHWESTERLY FROM A POINT WHICH IS 33.16 FEET EAST, AS MEASURED ON THE SOUTH LINE OF THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION AND 263.47 FEET NORTH, AS MEASURED ON THE WEST LINE OF THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 14 (SAID POINT BEING 550.0 FEET NORTHEASTERLY MEASURED AT RIGHT ANGLES, OF THE CENTER LINE OF MILWAUKEE AVENUE) TO A POINT IN THE SOUTH LINE OF BLOCK 3 IN SUPERIOR COURT COMMISSIONERS DIVISION, AS AFORESAID, WHICH IS 312.09 FEET EAST OF THE SOUTHWEST CORNER OF SAID BLOCK 3 AND 550.0 FEET NORTHEASTERLY, MEASURED AT RIGHT ANGLES, OF THE CENTER LINE OF MILWAUKEE AVENUE AS SHOWN ON THE RECORDED PLAT OF SAID SUPERIOR COURT COMMISSIONERS DIVISION, BEING ALSO THE SOUTHWESTERLY LINE OF CALLERO AND CATINO'S GOLF VIEW GARDENS, BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF SAID SECTION 14 AND SAID LINE EXTENDED NORTHWESTERLY; THENCE NORTHWESTERLY ALONG THE LAST DESCRIBED LINE AND SAID LINE EXTENDED, 1,068.53 FEET TO AN INTERSECTION WITH A LINE 512.60 FEET SOUTH, AS MEASURED ALONG THE WEST LINE OF BLOCK 3 OF SUPERIOR COURT COMMISSIONERS DIVISION AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 14; THENCE WEST ALONG SAID PARALLEL LINE 149.23 FEET TO A POINT ON THE EAST LINE OF LOT 1 OF FRITZ'S RESUBDIVISION OF LOTS 1 TO 4 INCLUSIVE, IN FRITZ'S SUBDIVISION, A SUBDIVISION IN THE NORTHWEST 1/4 AND IN THE NORTHEAST 1/4 OF SAID SECTION 14; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 1, 35.62 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE WEST ALONG THE SOUTH LINE OF SAID FRITZ'S RESUBDIVISION, BEING ALSO A LINE 100.00 FEET NORTH, MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE NORTH LINE OF BLOCK 4 IN SAID SUPERIOR COURT COMMISSIONERS DIVISION, A DISTANCE OF 137.72 FEET TO A POINT ON SAID LINE, 306.52 FEET EAST OF THE ANGLE POINT, 30.71 FEET NORTHEASTERLY OF THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE IN THE SOUTH LINE OF SAID FRITZ'S RESUBDIVISION; THENCE SOUTH PARALLEL WITH THE WEST LINE OF BLOCK 3, 181.14 FEET TO A POINT ON A LINE 81.0 FEET SOUTH, MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE NORTH LINE OF BLOCK 4 OF SUPERIOR COURT COMMISSIONERS DIVISION AS AFORESAID; THENCE WEST ALONG THE LAST DESCRIBED LINE 211.26 FEET TO AN INTERSECTION WITH THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE, SAID NORTHEASTERLY LINE BEING A LINE 33.0 FEET NORTHEASTERLY, MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE CENTER LINE OF SAID ROAD AS SHOWN ON THE PLAT OF SAID SUPERIOR COURT COMMISSIONERS DIVISION; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE OF MILWAUKEE AVENUE, 218.11 FEET TO AN ANGLE POINT IN SAID NORTHEASTERLY LINE, BEING ALSO THE POINT OF INTERSECTION OF SAID LINE WITH THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE AS PER THE CONDEMNATION, AS AFORESAID; THENCE CONTINUING SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE AS PER SAID CONDEMNATION, 454.86 FEET TO AN ANGLE POINT IN SAID NORTHEASTERLY LINE, SAID POINT BEING 53.70 FEET NORTHEASTERLY OF THE CENTER LINE OF MILWAUKEE AVENUE AS PER SAID SUPERIOR COURT COMMISSIONERS DIVISION; THENCE CONTINUING SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE, 338.12 FEET TO A POINT ON THE SOUTHERLY LINE OF BLOCK 4 OF

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SAID SUPERIOR COURT COMMISSIONERS DIVISION 56.13 FEET EASTERLY OF THE SOUTHWEST CORNER OF SAID BLOCK 4; THENCE CONTINUING SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE OF MILWAUKEE AVENUE 94.0 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THE SOUTHEASTERLY 700.0 FEET, AS MEASURED AT RIGHT ANGLES TO THE SOUTHEASTERLY LINE THEREOF, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

BLOCK 3 IN THE SUPERIOR COURT COMMISSIONERS DIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE EAST 205.0 FEET, AS MEASURED ON THE NORTH AND SOUTH LINES THEREOF, EXCEPT THE WEST 85.02 FEET OF THE NORTH 512.60 FEET, AS MEASURED ON THE NORTH AND WEST LINES THEREOF, EXCEPT THAT PART THEREOF LYING SOUTHWESTERLY OF A LINE DESCRIBED AS BEGINNING AT A POINT IN THE NORTHWESTERLY LINE OF THE RESUBDIVISION OF GOLF MILL SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 14, SAID POINT BEING IN A STRAIGHT LINE DRAWN NORTHWESTERLY FROM A POINT WHICH IS 33.16 FEET EAST, AS MEASURED ON THE SOUTH LINE, OF THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION AND 263.47 FEET NORTH, AS MEASURED ON THE WEST LINE, OF THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 14, (SAID POINT BEING 550.0 FEET NORTHEASTERLY, MEASURED AT RIGHT ANGLES, OF THE CENTER LINE OF MILWAUKEE AVENUE) TO A POINT IN THE SOUTH LINE OF BLOCK 3 IN THE SUPERIOR COURT COMMISSIONERS DIVISION, AFORESAID, WHICH IS 312.09 FEET EAST OF THE SOUTHWEST CORNER OF SAID BLOCK 3 AND 550.0 FEET NORTHEASTERLY, MEASURED AT RIGHT ANGLES, OF THE CENTER LINE OF MILWAUKEE AVENUE AS SHOWN ON THE RECORDED PLAT OF SAID SUPERIOR COURT COMMISSIONERS DIVISION AND SAID LINE EXTENDED NORTHWESTERLY TO AN INTERSECTION WITH A LINE 512.60 FEET SOUTH, AS MEASURED ALONG THE WEST LINE OF BLOCK 3 AND PARALLEL WITH THE NORTH LINE THEREOF, AND ALSO EXCEPT THAT PART OF SAID BLOCK 3 TAKEN FOR PUBLIC HIGHWAY, AND ALSO EXCEPT A TRACT OF LAND, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE ABOVE DESCRIBED PROPERTY; THENCE NORTH 2 DEGREES 29 MINUTES 51 SECONDS EAST ALONG THE EAST LINE OF SAID PROPERTY 95.65 FEET; THENCE NORTH 87 DEGREES 30 MINUTES 09 SECONDS WEST 35.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 87 DEGREES 30 MINUTES 09 SECONDS WEST 75.00 FEET; THENCE NORTH 2 DEGREES 29 MINUTES 51 SECONDS EAST 127.33 FEET; THENCE SOUTH 87 DEGREES 30 MINUTES 09 SECONDS EAST 75.00 FEET; THENCE SOUTH 2 DEGREES 29 MINUTES 51 SECONDS WEST 127.33 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**PARCEL 3:**

THE SOUTH 462.6 FEET OF THE NORTH 512.6 FEET OF THE WEST 85.02 FEET (AS MEASURED ALONG THE NORTH LINE AND ALONG THE SOUTH LINE) OF BLOCK 3 IN SUPERIOR COURT COMMISSIONERS DIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 12, 1940 AS DOCUMENT 12593211 IN COOK COUNTY, ILLINOIS.

**PARCEL 4:**

EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 AS SET FORTH IN EASEMENT AGREEMENT AND SECOND AMENDMENT TO LEASE RECORDED JUNE 15, 1973 AS DOCUMENT 22363445 OVER THE FOLLOWING DESCRIBED LAND:

- (A) PART OF THE NORTH 1/2 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF BLOCK 4, OF SUPERIOR COURT COMMISSIONERS DIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 14, WITH THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE AS WIDENED BY CONDEMNATION IN 60S10942, RECORDED SEPTEMBER 28, 1960, SAID INTERSECTION BEING 40.81 FEET EAST OF THE NORTHWEST CORNER OF SAID BLOCK 4, THENCE NORTHWESTWARD ALONG SAID NORTHEASTERLY LINE OF MILWAUKEE AVENUE FOR A DISTANCE OF 100 FEET; THENCE NORTHEASTWARD, AT RIGHT ANGLES TO SAID NORTHEASTERLY LINE OF MILWAUKEE AVENUE FOR A DISTANCE OF 30.70 FEET TO A POINT



