

# UNOFFICIAL COPY



Prepared by, recording requested by  
and after recording return to:  
Michaels Stores, Inc.  
8000 Bent Branch Drive  
Irving, Texas 75063  
Attn: Real Estate Attorney  
Store No. 9197

Doc#: 1127003015 Fee: \$98.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 09/27/2011 01:28 PM Pg: 1 of 12

## MEMORANDUM OF SHOPPING CENTER LEASE

1. Effective Date of Lease. ~~March 26~~<sup>April</sup>, 2011.
2. Name and Address of Landlord. RMK PULASKI, LLC, an Illinois limited liability company having an office at 850 West Jackson Boulevard, Suite 701, Chicago, Illinois 60607.
3. Name and Address of Tenant. MICHAELS STORES, INC., a Delaware corporation, having an office at 8000 Bent Branch Drive, Irving, Texas 75063, Attention: Director of Real Estate Administration.
4. Description of Premises. Approximately 21,970 (Dimensions 120' frontage x 178'1" depth) Leasable Square Feet and being a part of Pulaski Promenade Shopping Center (the "Shopping Center") located in the City of Chicago, County of Cook, State of Illinois, and constructed on land described in Exhibit A attached hereto.
5. Term of Lease. Commencing on the Completion Date and ending on the last day of the one hundred twentieth (120<sup>th</sup>) full calendar month following the Rental Commencement Date (the "Expiration Date"); however, if the Expiration Date would fall in the period from September 1 of a given year to January 31 of the following year, the Expiration Date shall automatically be extended until the last day of February of said following year without notice by either party (unless Tenant gives notice to Landlord six (6) months prior to the Expiration Date, that it desires for the Lease Term to end at the end of the one hundred twentieth (120<sup>th</sup>) full calendar month whereupon said date shall be the Expiration Date).

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6. Options to Extend. The Lease grants to Tenant successive options to extend the Lease Term from the date upon which the Lease Term would otherwise expire for four (4) additional periods of five (5) years each.

7. Restrictions on Construction. Landlord will not create out parcels or pad sites, in addition to the out parcels or pad sites shown on Exhibit B to the Lease. Any buildings, pylon or monument signs constructed on the out parcels or pad sites shall be subject to the following restrictions: (i) no building or improvements constructed on any out parcel or pad site shown on Exhibit B to the Lease shall exceed one (1) story in height, or twenty-five feet (25') in height, inclusive of architectural features; (ii) the buildings on such out parcels or pad sites shall be located only within the building areas set forth on Exhibit B to the Lease and shall not contain more than the applicable maximum square feet permitted for each out parcel as set forth on Exhibit B to the Lease, (iii) each building shall comply with Laws, (iv) any pylon or monument signs erected or constructed on the out parcels or pad sites shall not obstruct the visibility of the pylon or monument signs identifying the Shopping Center or Tenant and (v) with respect to any building constructed on the out parcels identified as "Out Parcel E", "Out Parcel F" or "Out Parcel G" on Exhibit B to the Lease that is located primarily on the western half of the applicable out parcel, the front doors of such building must face east. The roof line and parapet wall of any other premises in the Shopping Center (other than buildings or improvements constructed on any out parcel or pad site, which shall be subject to the height limitation set forth in the preceding sentence) shall not be higher than the height of the roof line and parapet wall of the Premises. Landlord will not construct, or allow any other party to construct, other buildings or improvements in the parking areas shown on Exhibit B to the Lease or on any other area of the Shopping Center. Landlord acknowledges that the foregoing restrictions on construction constitute a material inducement to Tenant's agreement to enter into the Lease, and any violation of the provisions of this section shall be deemed to be a material breach under the Lease. Landlord shall not perform (nor permit to be performed) any exterior construction

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in the Shopping Center during the months of October, November or December after Tenant has opened for business in the Premises.

8. Prohibited Uses. There exists in the Lease various restrictions upon other uses at the Shopping Center.

9. Employee Parking. Landlord will designate, and may from time to time change the designation of, the particular parking areas in the Shopping Center to be used by the employees of the various occupants of the Shopping Center (the "Employee Parking Areas"); provided that the rules for parking shall be uniformly imposed upon all tenants of the Shopping Center. Landlord agrees that any designated Employee Parking Areas shall impose no unreasonable burden upon the employees of Tenant and shall impose no greater safety or security risk upon Tenant's employees than any other parking areas of the Shopping Center.

10. Exclusive. Section 16.4.1 of Exhibit C to the Lease provides as follows: "Neither Landlord nor any entity controlled by Landlord will use, lease (or permit the use, leasing or subleasing of) or sell any space in or portion of the Shopping Center (other than the Premises) or any property contiguous to the Shopping Center (including, without limitation, any property that would be contiguous or adjacent to the Shopping Center but for any intervening road, street, alley or highway) owned or controlled now or at any time hereafter by Landlord or any affiliate of Landlord, to any "craft store", store selling arts and crafts, art supplies, craft supplies, picture frames or picture framing services, framed art, artificial flowers and/or plants, artificial floral and/or plant arrangements, holiday themed décor, decorations and costumes, wedding goods (except apparel), party goods, scrapbooking/memory book store, or a store selling scrapbooking/memory book supplies, accessories, and/or decorations or other papercrafting (e.g. making greeting cards, gift bags, tags, and other related or similar items) supplies, accessories and/or decorations associated with the foregoing, or providing classes on any of the foregoing or any combination of

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the foregoing categories, or any store similar to Tenant in operation or merchandising. This Section 16.4.1 shall not apply (A) to any lessee whose lease was fully executed on the Effective Date hereof and is identified on Exhibit I as an "Existing Lease Not Subject to Tenant's Exclusive;" provided, however, that this exception shall not apply if (i) Landlord permits or agrees to an expansion of the premises for any such permitted use which violates Tenant's exclusive, or (ii) Landlord permits or agrees to the change of a permitted use by any such lessee or its successors or assigns, or (iii) Landlord permits or agrees to an assignment or sublease of such existing lease if Landlord may avoid the granting of such permission, or (iv) Landlord has the right, by virtue of the provisions of the existing lease, to cause said lessee to honor the exclusive granted to Tenant by giving said existing lessee notice of this exclusive or otherwise, or (B) to any lessee for which the sale of a product or service covered by the exclusive granted to Tenant hereunder is merely incidental to such lessee's primary use, unless the total space which such lessee devotes to the products or services which violate the exclusive contained in this Section 16.4.1 exceeds the lesser of ten percent (10%) of the Leasable Square Footage within such lessee's premises or one thousand (1,000) Leasable Square Feet (inclusive of allocable aisle space and linear shelf space); provided, however, in no event shall this exception for incidental use apply to picture framing services, it being the intention that no other lessee or occupant of the Shopping Center shall be permitted to offer picture framing services.

Tenant hereby represents and warrants to Landlord that Tenant has a previously negotiated agreement with Bed Bath and Beyond regarding exclusive uses, and notwithstanding anything to the contrary in this Lease, Tenant agrees to execute such agreement with regards to the Shopping Center should Bed Bath and Beyond request Tenant to do so, provided that Tenant and Bed Bath and Beyond customarily enter into such agreement at the time of such request. If Landlord enters into a lease with Ross Stores ("**Ross**") for space in the Shopping Center prior to the date Michaels' store opens in the Shopping Center, then for so long as the lease with Michaels' is in effect and for so long as Michaels uses its premises as an "arts and crafts store" the Michaels' Exclusive shall not apply to Ross and its assignees and sublessees except that Ross and its assignees and sublessees

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shall not use its premises as an "arts and crafts store", and no portion of the Ross premises may be devoted to performing picture framing services. The term "arts and crafts store" means a store whose primary use is the sale of arts and crafts, art supplies, craft supplies, picture frames, framed art, artificial flowers and/or plants, artificial floral and/or plant arrangements, wedding or party goods (except apparel)."

This instrument is intended to be only a Memorandum of Lease in respect to the Lease, to which Lease reference is made for the full agreement between the parties. This Memorandum is not intended to modify any term, provision or condition of the Lease and to the extent of any conflict between this Memorandum and the Lease, the Lease will control.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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EXECUTED this 26<sup>th</sup> day of April, 2011.

TENANT

MICHAELS STORES, INC.,  
a Delaware corporation

By: *Lance Weibye*  
Name: Lance Weibye  
Title: Vice President-Real Estate

ATTEST

By: *Janet A. Morehouse*  
Name: Janet S. Morehouse  
Title: Assistant Secretary

Date of Execution By Tenant:

*April 26*, 2011

Property of Cook County Clerk's Office

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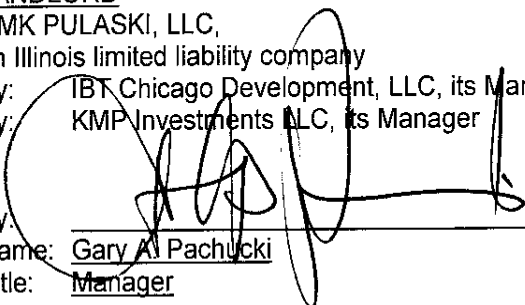
LANDLORD

RMK PULASKI, LLC,

an Illinois limited liability company

By: IBT Chicago Development, LLC, its Manager

By: KMP Investments LLC, its Manager

By: 

Name: Gary A. Pachucki

Title: Manager

ATTEST

By: 

Name: Scott J. Garland

Title: VICE PRESIDENT

Date of Execution By Landlord:

March 23, 2011

Property of Cook County Clerk's Office

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## ACKNOWLEDGEMENTS

### TENANT

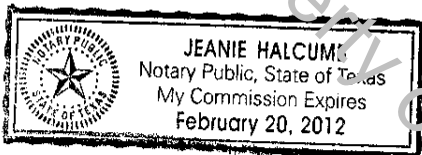
STATE OF TEXAS

§  
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COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared LANCE WEIBYE, V.P.-REAL ESTATE of MICHAELS STORES, INC., a Delaware corporation, who acknowledged that he was duly authorized to execute this agreement on behalf of said corporation.

GIVEN under my hand and seal of office this 26<sup>th</sup> day of April, 2011.



Jeanie Halcum  
Notary Public in and for the  
State of Texas

Notary's Printed Name \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

### LANDLORD

STATE OF Illinois

§  
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COUNTY OF Cook

On March 23, 2011 before me, Kathleen M. Pachucki  
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

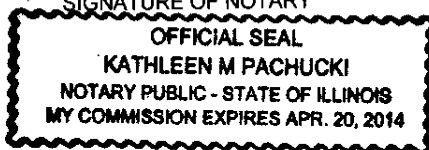
personally appeared Gary A. Pachucki  
NAME(S) OF SIGNER(S)

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.

Kathleen M. Pachucki  
SIGNATURE OF NOTARY



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EXHIBIT A  
TO  
MEMORANDUM OF SHOPPING CENTER LEASE  
BETWEEN  
RMK PULASKI, LLC  
AND  
MICHAELS STORES, INC.

LEGAL DESCRIPTION

**PARCEL 1**

THAT PART OF LOTS 4 AND 6 IN JENNI'S RESUBDIVISION OF PART OF LOT "B" IN THE SUBDIVISION BY THE CIRCUIT COURT COMMISSIONERS IN PARTITION OF THAT PART OF THE NE 1/4 LYING SOUTH OF ILLINOIS AND MICHIGAN CANAL RESERVE OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 4; THENCE NORTH 89 DEGREES 47 MINUTES 49 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT, 35.00 FEET; THENCE SOUTH 00 DEGREES 08 MINUTES 14 SECONDS EAST, ALONG THE EAST LINE OF THE WEST 35.00 FEET OF SAID LOT, 129.43 FEET; THENCE SOUTH 75 DEGREES 12 MINUTES 15 SECONDS EAST, 67.27 FEET TO A POINT ON THE SOUTH LINE OF LOT 4, SAID POINT BEING 100.00 FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 00 DEGREES 03 MINUTES 12 SECONDS EAST, ALONG THE EAST LINE OF THE WEST 100.00 FEET OF THE AFORESAID LOT 5, A DISTANCE OF 150.16 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID LOT; THENCE SOUTH 89 DEGREES 47 MINUTES 49 SECONDS WEST ALONG SAID SOUTH LINE, 100.00 FEET TO THE SOUTHWEST CORNER OF LOT 5; THENCE NORTH 00 DEGREES 03 MINUTES 12 SECONDS WEST ALONG THE WEST LINE OF SAID LOT, A DISTANCE OF 150.16 FEET TO THE NORTHWEST CORNER THEREOF; THENCE NORTH 00 DEGREES 08 MINUTES 14 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 4, A DISTANCE OF 146.84 FEET TO THE HEREINABOVE DESCRIBED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

LOTS 2 AND 3 IN JENNI'S RESUBDIVISION OF PART OF LOT "B" IN THE SUBDIVISION BY THE CIRCUIT COURT COMMISSIONERS IN PARTITION OF THAT PART OF THE NORTHEAST 1/4 LYING SOUTH OF ILLINOIS AND MICHIGAN CANAL RESERVE OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 3:**

THAT PART OF LOT "B" IN THE SUBDIVISION BY THE CIRCUIT COURT COMMISSIONERS IN PARTITION OF THAT PART OF THE NORTHEAST 1/4 LYING SOUTH OF ILLINOIS AND MICHIGAN CANAL RESERVE OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS ON SEPTEMBER 5, 1893 IN BOOK 59 OF PLATS, PAGE 32, AS DOCUMENT NUMBER 1925471, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN WEST LINE OF SOUTH PULASKI ROAD (FORMERLY SOUTH CRAWFORD AVENUE), SAID POINT BEING 723.00 FEET NORTH OF THE NORTH LINE OF DISTRICT BOULEVARD MEASURED ALONG SAID WEST LINE OF SOUTH PULASKI ROAD; THENCE SOUTHERLY ALONG SAID WEST LINE OF SOUTH PULASKI ROAD TO ITS INTERSECTION WITH THE NORTH LINE OF SAID DISTRICT BOULEVARD; THENCE WESTERLY ALONG SAID NORTH LINE OF DISTRICT BOULEVARD TO ITS INTERSECTION WITH A LINE PARALLEL WITH AND 550 FEET WEST OF SAID WEST LINE OF SAID SOUTH PULASKI ROAD; THENCE NORTHERLY ALONG SAID PARALLEL LINE TO THE INTERSECTION WITH A LINE PARALLEL WITH AND 639.00 FEET NORTH OF SAID NORTH LINE OF DISTRICT BOULEVARD; THENCE EASTERLY ALONG SAID LAST DESCRIBED PARALLEL LINE A DISTANCE OF 281.78 FEET TO A POINT; THENCE NORTHERLY ALONG A LINE PARALLEL WITH SAID WEST LINE OF SOUTH PULASKI ROAD A DISTANCE OF 84.00 FEET; THENCE EASTERLY ALONG A LINE 723.00 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF SAID DISTRICT BOULEVARD TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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EXCEPTING FROM THE ABOVE DESCRIBED PARCELS 1, 2 AND 3 THE FOLLOWING:

PARCEL A:

THAT PART OF LOT "B" IN THE SUBDIVISION BY THE CIRCUIT COURT COMMISSIONERS IN PARTITION OF THAT PART OF THE NORTHEAST 1/4 LYING SOUTH OF ILLINOIS AND MICHIGAN CANAL RESERVE OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS ON SEPTEMBER 5, 1893 IN BOOK 59 OF PLATS, PAGE 32, AS DOCUMENT NUMBER 1925471, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 723.00 FEET (AS MEASURED ALONG THE WEST LINE OF SOUTH PULASKI ROAD (FORMERLY SOUTH CRAWFORD AVENUE)) NORTH OF THE NORTH LINE OF DISTRICT BOULEVARD, SAID POINT BEING ALSO THE SOUTHEAST CORNER OF SAID LOT 5 IN JENNI'S RESUBDIVISION OF PART OF LOT "B" AFORESAID; THENCE SOUTH 89 DEGREES 56 MINUTES 11 SECONDS WEST, ALONG A LINE DRAWN 723.00 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF DISTRICT BOULEVARD, SAID LINE BEING ALSO THE SOUTH LINE OF LOT 5 AFORESAID, 243.92 FEET TO A POINT, SAID POINT BEING 24.22 FEET (AS MEASURED ALONG SAID SOUTH LINE OF LOT 5) EAST OF THE SOUTHWEST CORNER OF LOT 5 AFORESAID; THENCE SOUTH 0 DEGREE 03 MINUTES 19 SECONDS WEST, ALONG THE SOUTHERLY EXTENSION OF THE EAST LINE OF THE WEST 24.22 FEET OF LOT 5 AFORESAID, 172.50 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 11 SECONDS EAST, ALONG A LINE DRAWN 550.50 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF DISTRICT BOULEVARD, 244.08 FEET TO A POINT ON THE WEST LINE OF SOUTH PULASKI ROAD AFORESAID; THENCE NORTH 0 DEGREE 00 MINUTES 08 SECONDS EAST, ALONG SAID WEST LINE, 172.50 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL B:

THAT PART OF LOTS 4 AND 5 IN JENNI'S RESUBDIVISION OF PART OF LOT "B" IN THE SUBDIVISION BY THE CIRCUIT COURT COMMISSIONERS IN PARTITION OF THAT PART OF THE NORTHEAST 1/4 LYING SOUTH OF ILLINOIS AND MICHIGAN CANAL RESERVE OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 5, SAID POINT BEING ALSO A POINT 723.00 FEET (AS MEASURED ALONG THE WEST LINE OF SOUTH PULASKI ROAD (FORMERLY SOUTH CRAWFORD AVENUE)) NORTH OF THE NORTH LINE OF DISTRICT BOULEVARD; THENCE SOUTH 89 DEGREES 56 MINUTES 11 SECONDS WEST, ALONG THE SOUTH LINE OF LOT 5, BEING ALSO A LINE DRAWN 723.00 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF DISTRICT BOULEVARD, 168.14 FEET TO THE POINT OF INTERSECTION WITH THE EAST LINE OF THE WEST 100.00 FEET OF LOT 5 AFORESAID, SAID POINT BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE CONTINUING SOUTH 89 DEGREES 56 MINUTES 11 SECONDS WEST, ALONG SAID SOUTH LINE, 75.78 FEET TO A POINT, SAID POINT BEING 24.22 FEET (AS MEASURED ALONG SAID SOUTH LINE) EAST OF THE SW CORNER THEREOF; THENCE NORTH 0 DEGREE 03 MINUTES 19 SECONDS EAST, ALONG THE EAST LINE OF THE WEST 24.22 FEET OF LOT 5, A DISTANCE OF 150.16 FEET TO A POINT ON THE SOUTH LINE OF LOT 4 AFORESAID; THENCE NORTH 0 DEGREE 00 MINUTES 08 SECONDS EAST, ALONG THE EAST LINE OF THE WEST 24.22 FEET OF LOT 4 AFORESAID, 17.42 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 52 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 10.78 FEET TO THE POINT OF INTERSECTION WITH THE EAST LINE OF THE WEST 35.00 FEET OF LOT 4 AFORESAID; THENCE SOUTH 75 DEGREES 03 MINUTES 52 SECONDS EAST, 87.27 FEET TO A POINT ON THE SOUTH LINE OF LOT 4 AFORESAID, SAID POINT BEING 100.00 FEET EAST OF

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THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 0 DEGREE 03 MINUTES 19 SECONDS WEST, ALONG THE EAST LINE OF THE WEST 100.00 FEET OF LOT 5 AFORESAID, 150.16 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF LOT "B" IN THE SUBDIVISION BY THE CIRCUIT COURT COMMISSIONERS IN PARTITION OF THAT PART OF THE NORTHEAST 1/4 LYING SOUTH OF ILLINOIS AND MICHIGAN CANAL RESERVE OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS ON SEPTEMBER 5, 1893 IN BOOK 59 OF PLATS, PAGE 32, AS DOCUMENT NUMBER 1925471, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 723.00 FEET (AS MEASURED ALONG THE WEST LINE OF SOUTH PULASKI ROAD (FORMERLY SOUTH CRAWFORD AVENUE)) NORTH OF THE NORTH LINE OF DISTRICT BOULEVARD, SAID POINT BEING ALSO THE SOUTHEAST CORNER OF SAID LOT 5 IN JENNI'S RESUBDIVISION OF PART OF LOT "B" AFORESAID; THENCE SOUTH 89 DEGREES 56 MINUTES 11 SECONDS WEST, ALONG A LINE DRAWN 723.00 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF DISTRICT BOULEVARD, SAID LINE BEING ALSO THE SOUTH LINE OF LOT 5 AFORESAID, 243.92 FEET TO A POINT, SAID POINT BEING 24.22 FEET (AS MEASURED ALONG SAID SOUTH LINE OF LOT 5) EAST OF THE SOUTHWEST CORNER OF LOT 5 AFORESAID; THENCE SOUTH 0 DEGREE 03 MINUTES 19 SECONDS WEST, ALONG THE SOUTHERLY EXTENSION OF THE EAST LINE OF THE WEST 24.22 FEET OF LOT 5 AFORESAID, 172.50 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 11 SECONDS EAST, ALONG A LINE DRAWN 550.50 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF DISTRICT BOULEVARD, 244.08 FEET TO A POINT ON THE WEST LINE OF SOUTH PULASKI ROAD AFORESAID; THENCE NORTH 0 DEGREE 00 MINUTES 08 SECONDS EAST, ALONG SAID WEST LINE, 172.50 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THAT PART OF LOTS 4 AND 5 IN JENNI'S RESUBDIVISION OF PART OF LOT "B" IN THE SUBDIVISION BY THE CIRCUIT COURT COMMISSIONERS IN PARTITION OF THAT PART OF THE NORTHEAST 1/4 LYING SOUTH OF ILLINOIS AND MICHIGAN CANAL RESERVE OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

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AFORESAID, THENCE SOUTH 75 DEGREES 03 MINUTES 52 SECONDS EAST, 67.27 FEET TO A POINT ON THE SOUTH LINE OF LOT 4 AFORESAID, SAID POINT BEING 100.00 FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 0 DEGREE 03 MINUTES 19 SECONDS WEST, ALONG THE EAST LINE OF THE WEST 100.00 FEET OF LOT 5 AFORESAID, 150.16 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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Prepared by,  
recording requested by  
and after recording,  
please return to:

Michaels Stores, Inc.  
8000 Bent Branch Drive  
Irving, TX 75063  
Attn: Real Estate Attorney  
Phone : 469-759-5561

## MEMORANDUM OF SHOPPING CENTER LEASE

Store #: 9197 - Pulaski Promenade Shopping Center  
Pulaski / Chicago, IL

Landlord: RMK Pulaski, LLC.

Tenant: Michaels Stores, Inc.

PIN#s: 19-03-201-004-0000  
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