



Doc#: 1208331097 Fee: \$88.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 03/23/2012 04:53 PM Pg: 1 of 9

MEMORANDUM OF LEASE

Notice is hereby given of the Lease hereinafter described:

PARTIES TO LEASE:

LANDLORD: BAI CENTURY LLC, a Delaware limited liability company, successor in interest to Century Mall LLC, effective as of December 22, 2010
342 Grand Avenue
Engelwood, New Jersey 07631
Attention: Amit Bamoon

TENANT: HIGHLAND PARK CVS, L.L.C., an Illinois limited liability company
c/o CVS Caremark Corporation
One CVS Drive
Woonsocket, RI 02895
Attn: Property Administration
Department, Store No. 4189

DATE OF EXECUTION OF LEASE: December 16, 2010. A counterpart original of the Lease is on file with each of Landlord and Tenant at the addresses set forth above.

TERM OF LEASE: The Initial Term shall commence on the Delivery Date, as defined in Section 7(a) of Part II of the Lease, and shall expire twenty five (25) years from the "Date of Rent Commencement" (as defined in Article 5 of Part II thereof), plus any months necessary to have the Term expire on the next January 31st.

DESCRIPTION OF PREMISES:

Approximately 8,527 square feet of space on the ground (first) floor of the Building (the "First Floor Area"), and approximately 2,004 square feet of space on the second floor of the Building (the "Storage Space") located in that certain seven story retail mall building commonly known as the Century Shopping Centre (the "Building"), located at 2828-2836 North Clark Street, Chicago, Illinois, situated on that certain parcel of real property legally described on Exhibit A attached hereto (the "Property"), and including the multi-level parking structure serving the

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Building and located on the Property (the "Parking Garage") and all other building improvements situated on said Property, and all rights, easements, rights of way, and other appurtenances thereto.

OPTIONS TO EXTEND LEASE:

The Initial Term of the Lease may be extended at the option of the Tenant for Eight (8) consecutive Extension Periods of five (5) years each by written notice to the Landlord given no later than three hundred sixty five (365) days prior to the expiration of the then-current term, subject to the conditions set forth in Section 13 of Part I and Article 3 of Part II of the Lease.

USE RESTRICTIONS FOR SHOPPING CENTER:

Pursuant to Section 21 of the Lease, Landlord warrants that it will not lease any space in the Shopping Center or allow any such space to be used as a gambling or betting office, other than for the sale of lottery tickets; a massage parlor (other than a main stream spa such as Aveda, or a Massage Envy or similar use); a cinema, video store or bookstore selling, renting, or exhibiting primarily material of a pornographic or adult nature; an adult entertainment bar or club; a firearms shooting range or any other use which creates or causes excessive noise; a flea market; a facility which performs, on a primary basis, on-site auto repair; or a so-called "dollar store" or any similar "dollar store" operation such as, by way of example only, "Family Dollar", "Dollar General", "Dollar Zone", "Maxway" or "Bills Dollar".

EXCLUSIVE:

Section 31 of the Lease provides as follows:

"31. (a) (i) Landlord warrants and agrees that so long as Tenant is using any of the First Floor Area primarily for a drug store and/or the operation of a pharmacy, Landlord will not lease any space in the Shopping Center (excluding the Premises), or permit the use of any such space, for a drug store, and/or the operation of a pharmacy. The foregoing restrictions shall not apply to: (i) the space in the Shopping Center currently operated by Bally's Health Club, its successors, assigns and replacements, so long as such parties use and operate the space as a health club; (ii) the space in the Shopping Center currently operated by Landmark Theater Corp., its successors, assigns and replacement, so long as such parties continually use and operate the space as a theater; (iii) the operation of a supermarket or grocery store so long as said supermarket or grocery does not operate a pharmacy; and (iv) any existing tenant of the Shopping Center, its successors and assigns, so long as said existing tenant's use allows it to violate the above restriction.

(ii) Landlord warrants and agrees that so long as Tenant is using any of the First Floor Area for a greeting card or gift store, a candy store or a photo processing store, Landlord will not lease any space in the Shopping Center

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(excluding the Premises), or permit the use of any such space, for the primary purpose of: a greeting card and gift store; a general bulk or discount candy store; a vitamin store; or a photo processing store. The foregoing restriction shall not apply to (a) the incidental sale of greeting cards, (b) the incidental sale of gifts, (c) the incidental sale of vitamins, (d) a specialty candy or chocolate store such as "See's Candy", "Fannie May" or similar specialty candy or chocolate stores, (e) the space in the Shopping Center currently operated by Bally's Health Club, its successors, assigns and replacements, so long as such parties use and operate the space as a health club; (f) the space in the Shopping Center currently operated by Landmark Theater Corp., its successors, assigns and replacement, so long as such parties continually use and operate the space as a theater; (g) the operation of a supermarket or grocery store so long as said supermarket or grocery does not operate as a pharmacy; and (h) any existing tenant of the Shopping Center, its successors and assigns, so long as said existing tenant's use allows it to violate the above restriction.

(iii) Intentionally Omitted.

(b) As used in this Lease, the term "operation of a pharmacy" shall mean the dispensing, distribution or furnishing of prescription drugs for a fee or profit or a facility which accepts prescriptions from customers which are filled elsewhere and delivered to the customer. The distribution or furnishing of free samples of prescription drugs by physicians, dentists, other health care practitioners, or entities such as clinics or health maintenance organizations shall not be deemed the "operation of a pharmacy."

(c)

(i) If Landlord shall violate any of the provisions of this Article and shall not cure such violation within sixty (60) days after receipt of Tenant's notice thereof, Tenant, at any time thereafter, upon ten (10) days prior written notice to Landlord, may (i) terminate this Lease or (ii) pay to Landlord Fixed Rent reduced by fifty percent (50%) of Fixed Rent due under this Lease. Tenant's Fixed Rent shall be so reduced until the earlier of such time as such violation is permanently cured or for up to twenty-four (24) months, at the end of which twenty-four (24) month period Tenant shall elect to either terminate this Lease or resume paying one hundred percent (100%) of Fixed Rent due under this Lease.

(ii) In the event a lessee or occupant violates any of the exclusives as set forth in this Article, so long as Landlord is using reasonable efforts and diligently acting in good faith in attempting to cause the violation to cease, then Landlord shall have six (6) months after receipt of Tenant's notice to cause the violation to cease. If Landlord is unable to cause the violation to cease, Tenant may, at any time after the expiration of said six (6) month period, and upon ten (10) days prior written notice to Landlord, (i) terminate this Lease or (ii) pay to Landlord Fixed Rent reduced by fifty percent (50%) of Fixed Rent due under this Lease. Reasonable efforts shall include filing an appropriate action in a court of competent jurisdiction and once filed

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pursuing the same to conclusion using reasonable diligence and/or prosecuting eviction proceedings and evicting such lessee or occupant. In the event judgment is rendered in favor of Landlord and an appeal therefrom is taken by the violating lessee or occupant, then from and after the filing of the appeal until a final non appealable judgment is entered in favor of Landlord and the violation ceases as a result thereof or until the violating tenant or occupant otherwise ceases the violation, the monthly installments of Fixed Rent shall be reduced by fifty percent (50%)."

MISCELLANEOUS:

This instrument is only a brief summary of certain provisions for the purpose of giving notice of the Lease and is not deemed to amend the Lease in any respect. Reference is hereby made to the Lease for a more complete description of the terms. Capitalized terms used herein and not otherwise defined shall have the meanings given to them under the Lease. All exhibits attached hereto as hereby incorporated by reference herein. In the event of any conflict between the provisions of this instrument and the Lease, the provisions of the Lease shall control.

[The remainder of this page is intentionally left blank. Signature page follows]

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IN WITNESS WHEREOF, the parties hereto have duly executed this Memorandum of Lease as of this 16th day of March, 2012.

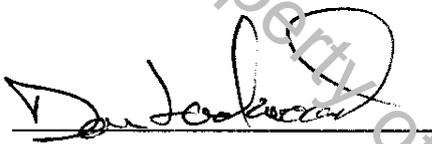
LANDLORD:

BAI CENTURY LLC,
a Delaware limited liability company

WITNESS:



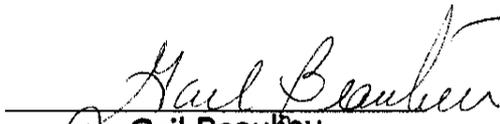
By: Amit B
Name: Amit Barneon
Title: CEO



TENANT:

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

WITNESS:


Gail Beauheu


By: 
Name: Toni A. Moeta
Title: Assistant Secretary

Susan Schadone

CVS LEGAL APPROVAL:
Hinckley, Allen & Snyder LLP
Diana M. Ducharme, Esq.



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STATE OF New Jersey)
) SS.
COUNTY OF Bergen)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Amit Barnoon, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such CEO of BAI CENTURY LLC, a Delaware limited liability company, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free act and deed and as the free act and deed of BAI CENTURY LLC for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 8th day of March, 2012.

Megin Case
Notary Public

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Notary Public of New Jersey
L.D. NO. 2358748
My Commission Expires 04/16/2012

STATE OF RHODE ISLAND)
) SS.
COUNTY OF PROVIDENCE)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Toni A. Motta, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Assistant Secretary of HIGHLAND PARK CVS, L.L.C., an Illinois limited liability company, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16TH day of March, 2012.

Susan Dupre
Notary Public

Susan Dupre
Notary Public
State of Rhode Island
My Commission Expires 06/02/2015

Handwritten initials: PB, JM

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EXHIBIT A

Legal Description

Shopping Center Legal Description

PARCEL 1:

LOTS 1 AND 2 (EXCEPT THAT PART OF THE SOUTH 0.71 FEET AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE, LYING EAST OF THE WEST 163.0 FEET, AS MEASURED ALONG THE SOUTH LINE OF SAID LOT 2) IN BROMLEY'S SUBDIVISION OF THE EAST PART OF THE SOUTH HALF OF LOT 10 IN BICKERDIKE'S AND STEELE'S SUBDIVISION IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 1, 2, 3, 4, 5, 6 AND 7 IN THE SUBDIVISION OF THE NORTH HALF OF LOT 10 IN BICKERDIKE'S AND STEELE'S SUBDIVISION IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE EAST 207 FEET OF THE SOUTH HALF OF LOT 11 IN BICKERDIKE'S AND STEELE'S SUBDIVISION IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOTS 18 AND 19 IN RAWORTH AND OTHER'S SUBDIVISION OF PART OF LOTS 11, 12, 15 AND 16 IN BICKERDIKE'S AND STEELE'S SUBDIVISION IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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EXHIBIT A

REAL ESTATE DESCRIPTION

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PERMANENT INDEX NUMBERS:

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PARCEL 2:

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PARCEL 3:

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PARCEL 4:

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AFTER RECORDING RETURN TO:

HINCKLEY ALLEN SNYDER LLP

ATTN CHRISTINE A KENNEDY

50 KENNEDY PLAZA

SUITE 1500

PROVIDENCE, RI 02903 2319

PREPARED BY:

HINCKLEY ALLEN SNYDER LLP

50 KENNEDY PLAZA

SUITE 1500

PROVIDENCE, RI 02903 2319

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