



Doc#: 1212210039 Fee: \$48.25  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 05/01/2012 11:34 AM Pg: 1 of 5

Prepared By:

Advance Auto Parts, Incorporated  
Attn: Lease Administration/Matt Miles  
5008 Airport Rd.  
Roanoke, VA 24012

MEMORANDUM OF LEASE

This Memorandum of Lease (this "Memorandum") is made this 17<sup>th</sup> day of April, 2012, between VEA ENTERPRISE LLC, an Illinois limited liability company ("Landlord"), and ADVANCE STORES COMPANY, INCORPORATED, a Virginia corporation ("Tenant").

WITNESSETH:

Landlord and Tenant have entered into a Lease (the "Lease") dated April 17, 2012, whereby Landlord has leased to Tenant that certain premises located on that certain real property, located at 8501 S. Cottage Grove, Chicago, IL 60691 (the "Property"), the legal description of which Property is set forth on Exhibit "A" attached hereto. The Lease contains provisions and rights appurtenant to the Property, some of which are as follows:

- I. Term. The term of the Lease is for a period of fifteen (15) years from the "Rent Commencement Date" (as established in the Lease), commencing on the "Commencement Date" (as established in the Lease). Thereafter, Tenant has the right under the Lease to renew and extend the term of the Lease for three (3) successive periods of five (5) years each.
- II. Exclusive Use Rights. The Lease provides that neither Landlord nor any stockholder, member, partner, beneficiary, successor, assign, personal representative, heir, subsidiary or affiliate of Landlord, nor any person(s) or entity(ies) having a direct or indirect interest in Landlord, shall, for as long as the Lease remains in force and effect, either directly or indirectly, own, occupy or operate, or sell, lease or otherwise transfer to any person or entity, or permit any person or entity to occupy, any land, building, premises or space, whether presently owned or hereafter acquired, located within one (1) mile of the Property for the purpose of (i) conducting thereon a business similar to that being

Cottage Grove, Chicago, IL  
Store # 7184

S 4  
P 3  
S N  
M N  
SC 7  
E N  
INT

# UNOFFICIAL COPY

conducted by Tenant on the Property or (ii) the sales, display or rental of automotive parts, accessories, supplies and/or maintenance items. The Lease further provides that neither Landlord nor any stockholder, member, partner, beneficiary, successor, assign, personal representative, heir, subsidiary or affiliate of Landlord, nor any person(s) or entity(ies) having a direct or indirect interest in Landlord, shall lease, sell or otherwise transfer or convey any such premises adjacent to and/or contiguous with the Leased Premises without imposing thereon a restriction to secure compliance herewith, or permit any tenant or occupant of any such premises or any part thereof to sublet or assign in any manner, directly or indirectly, any part thereof to any person, firm, corporation or other entity engaged in any such business described above, without the prior written consent of Tenant, which consent may be withheld by Tenant in Tenant's sole discretion.

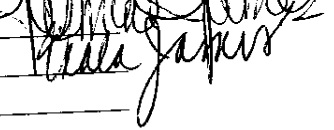
- III. Successors. The covenants, conditions and agreements made and entered into by the parties hereto shall be binding upon and inure to the benefits of their respective heirs, administrators, executors, representatives, successors and assigns.
- IV. Incorporation of Lease. All terms and conditions of the Lease are hereby incorporated herein by reference as if fully set forth herein.
- V. Conflicts with Lease. This Memorandum is solely for notice and recording purposes and shall not be construed to alter, modify, expand, diminish or supplement the provisions of the Lease. In the event of any inconsistency between the provisions of this Memorandum and the provisions of the Lease, the provisions of the Lease shall govern.

**REMAINDER INTENTIONALLY LEFT BLANK**

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IN WITNESS WHEREOF, this Memorandum has been duly executed by the parties hereto as of the day and year first above written.

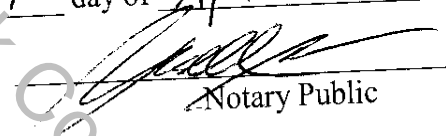
VEJA ENTERRISE LLC  
an Illinois limited liability company

By: Jasmine James   
Name: Veola James X  
Title: Members

STATE OF ILLINOIS )  
 ) SS;  
COUNTY OF COOK )

The undersigned, a Notary Public, in and for the County and State aforesaid, does hereby certify, that Veola James and Jasmine James personally known to me to be the Sole Members of VEJA ENTERPRISE LLC, a Ill. limited liability company, and personally known to me to be the same person whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged under oath that as such they he signed and delivered the said instrument pursuant to authority duly given to him by said LLC operating agreement

Given under my hand and seal this 17th day of April, 2012.

  
Notary Public

My Commission Expires: 9-25-2013



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ADVANCE STORES COMPANY,  
INCORPORATED, a Virginia corporation

By: *Randall A. Young*  
Name: Randall A. Young  
Title: Senior Vice President, Real Estate

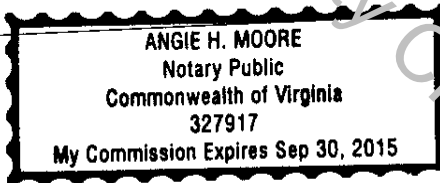
COMMONWEALTH OF VIRGINIA )  
 ) SS;  
COUNTY OF ROANOKE )

The undersigned, a Notary Public, in and for the County and State aforesaid, does hereby certify, that Randall A. Young, Senior Vice President, Real Estate of **Advance Stores Company, Incorporated**, a Virginia 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 Senior Vice President, Real Estate, he signed and delivered the said instrument pursuant to authority duly given to him by said corporation.

Given under my hand and seal this 12 day of April, 2012.

*Angie H. Moore*  
Notary Public  
Registration No. 327917

My Commission expires: \_\_\_\_\_



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## EXHIBIT A

### LEGAL DESCRIPTION OF PROPERTY

LOTS 43, 44, 45, 46, 47 AND 48, (EXCEPT THAT PART LYING WEST OF A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SECTION 35 AFORESAID) IN BLOCK 3 IN WILLIAM ASHTON'S SUBDIVISION OF THE WEST 30 ACRES OF THE SOUTH 60 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS. *20-35-309-047*

Property of Cook County Clerk's Office