



1222815003

PREPARED BY AND RECORDING REQUESTED BY

Ross Dress For Less, Inc.

AND WHEN RECORDED MAIL TO:

Ross Dress For Less, Inc.
4440 Rosewood Drive
Mail Stop PL4 4E2
Pleasanton, CA 94588-3050
Attn: Lisa A. Zinis, Esq.
Real Estate Law Department

Doc#: 1222815003 Fee: \$62.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/15/2012 08:38 AM Pg: 1 of 12

PERMANENT TAX #:
13-02-220-027-0000; 13-02-220-028-0000;
13-02-220-035-8003; 13-02-220-035-8004

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

MEMORANDUM OF LEASE

1
2
3 1. This Memorandum of Lease is effective upon recordation and is entered into by
4 and between INLAND AMERICAN CHICAGO LINCOLN, L.L.C., a Delaware limited liability
5 company ("Landlord"), having its principal place of business at c/o Inland American Retail
6 Management LLC, 2901 Butterfield Road, Oakbrook, IL 60523, and ROSS DRESS FOR LESS,
7 INC., a Virginia corporation ("Tenant"), having its principal place of business at 4440 Rosewood
8 Drive, Mail Stop PL4 4E2, Pleasanton, CA 94588-3050, who agree as follows:

9 2. By written lease (the "Lease"), Landlord leases to Tenant and Tenant hires from
10 Landlord a portion of the real property located in the City of Chicago, County of Cook, State of
11 Illinois, described in Exhibit A hereto, for a term of approximately ten (10) years which term is
12 subject to extension by Tenant for four (4) additional periods of five (5) years each. The Exhibit
13 A lands are sometimes herein referred to as the "Shopping Center."

14 3. Landlord has granted Tenant and its authorized representatives and invitees the
15 nonexclusive right to use the Shopping Center common area with others who are entitled to use
16 those areas subject to Landlord's rights as set forth in the Lease.

17 4. The provisions of the Lease are incorporated into this Memorandum of Lease by
18 reference. The Lease contains the following provision(s):

19 "3.2.1. Retail Use.

20 (a) General. Tenant has entered into this Lease in reliance upon
21 representations by Landlord that the Shopping Center is and shall remain retail in character, and,
22 further, except as permitted under Section 3.2.1(b) hereinbelow, no part of Landlord's Parcel on
23 the First Floor shall be used for office or residential purposes or as a theater, auditorium, meeting
24 hall, school, church or other place of public assembly, "flea market," veterinary services

S Yes
P 12
S N
M N
SC Yes
E yes
INT sw

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(including vaccination clinics), overnight stay pet facilities, dance hall, billiard or pool hall, massage parlor, video game arcade, bowling alley, skating rink, car wash, facility for the sale, display, leasing or repair of motor vehicles, night club, the sale of adult products or adult bookstores or adult audio/video products stores (which are defined as stores in which at least ten percent (10%) of the inventory is not available for sale or rental to children under the age of majority in the state in which the Store is located because such inventory explicitly deals with or depicts human sexuality). No ATM or similar machine shall be permitted on the exterior walls of the Store. Further: (A) a gymnasium or health club shall only be permitted in Landlord's Parcel in tenant spaces one (1) through (16), as set forth in Section 3.2.1(b)(vi) and (viii); and, (B) a restaurant or other "High Intensity Parking User" (as hereinafter defined) shall only be permitted in Landlord's Parcel: (i) in tenant space twenty (20) (the current tenant, but not a replacement) and tenant spaces twenty-four (24) through twenty-nine (29), pursuant to the terms set forth in Section 3.2.1(b)(iv); and (ii) elsewhere in Landlord's Parcel, provided such use is not within two hundred fifty (250) feet of the front and side perimeter walls of the Store. A "High Intensity Parking User" is a tenant or occupant whose use requires more than five (5) parking spaces per one thousand (1,000) square feet of Leasable Floor Area in accordance with either customary shopping center practices or governmental regulations, whichever has a higher parking requirement. The foregoing use restrictions are referred to herein as the Ross Prohibited Uses.

(b) Exceptions. Notwithstanding the prohibitions set forth in Section 3.2.1(a) above, the following uses shall be permitted in the Shopping Center:

(i) Existing Leases. The Ross Prohibited Uses set forth in Section 3.2.1(a) shall not apply to those tenants or occupants of the Shopping Center listed on Exhibit L who, in accordance with the terms of existing leases or occupancy agreements in effect on the Effective Date, as same may be extended, renewed, assigned, or sublet in accordance with the terms of such existing lease or occupancy agreements (the "Existing Leases"), cannot be prohibited from so operating, but only for the balance of the term(s) of such existing lease(s) or occupancy agreement(s). Landlord covenants and agrees that if Landlord has the right to consent to a change in use of the premises occupied by any such Existing Leases, Landlord shall not consent to a change in use of such premises which violates the Ross Prohibited Uses set forth in Section 3.2.1(a);

(ii) Veterinary Services/Vaccination Clinics/Overnight Pet Boarding. A national Anchor Tenant pet store or pet supply store ("Anchor Pet Store") with incidental overnight stay and veterinary services (including vaccination clinics), such as a PetSmart or Petco or other similar retailer, shall be permitted if located at least one hundred fifty (150) feet from the front and side perimeter walls of the Store;

(iii) Therapeutic Massage Services. One (1) full service day spa, such as "Massage Envy", shall be permitted in the Shopping Center in tenant spaces numbered one (1) through sixteen (16) only, as shown on Exhibit B;

(iv) Restaurants. The existing restaurant (whether it be an assignee, sublessee or new tenant), but not a replacement if within Landlord's discretionary

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1 control (as opposed to control which is limited to a standard of reasonableness by such tenant's
2 lease), located in tenant space twenty (20) as identified on Exhibit B shall be permitted in the
3 Shopping Center. Fast Casual Restaurants shall be permitted in the Shopping Center in tenant
4 spaces labeled twenty-four (24) through twenty-nine (29) as shown on Exhibit B. A Fast Casual
5 Restaurant is defined as a restaurant which does not offer full table service. It is characterized by
6 food which is limited to an extended over-counter display, and options in the way the food is
7 prepared are emphasized (made to order). It is limited-service or self-service format;

8 (v) Schools. One (1) teaching center shall be permitted in the
9 Shopping Center in tenant spaces numbered one (1) through sixteen (16) only, as shown on
10 Exhibit B, provided it does not exceed three thousand (3,000) square feet of Leasable Floor Area;

11 (vi) Gymnasium. One (1) children's gym shall be permitted in
12 the Shopping Center in tenant spaces numbered one (1) through sixteen (16) only, as shown on
13 Exhibit B, provided it does not exceed three thousand (3,000) square feet of Leasable Floor Area;

14 (vii) Physical Therapy: One (1) physical therapy office shall be
15 permitted in the Shopping Center, either: (A) in tenant space numbered twenty-three (23) (the
16 Adjacent Tenant, as hereinafter defined; subject, however, to Tenant's Refusal Right, as set forth
17 in Section 26.19 of this Lease); or, (B) in tenant spaces numbered one (1) through sixteen (16)
18 only, as shown on Exhibit B, provided it does not exceed four thousand five hundred (4,500)
19 square feet of Leasable Floor Area;

20 (viii) Health Clubs. One (1) health club shall be permitted in the
21 Shopping Center in tenant spaces numbered one (1) through sixteen (16) only, as shown on
22 Exhibit B, provided it does not exceed six thousand (6,000) square feet of Leasable Floor Area.
23 Parking for such health club shall be restricted as set forth in Section 3.6.2 of this Lease. If
24 Landlord violates the location and/or size restrictions for a Health Club Tenant, as set forth in
25 this Section 3.2.1(b)(viii), and a Health Club is located in the Shopping Center in a tenant space
26 other than tenant spaces numbered one (1) through sixteen (16) and/or exceeds six thousand
27 (6,000) square feet of Leasable Floor Area (a "Health Club Violation"), Tenant's total obligation
28 for Rent shall be to pay, within fifteen (15) days after the close of each calendar month during the
29 Health Club Violation and continuing until the cessation of the Health Club Violation (or earlier
30 if Tenant terminates this Lease as hereinafter provided in this Section 3.2.1(b)(viii)), the lesser of
31 Minimum Rent or Substitute Rent plus (in either case) Reimbursements, and Tenant shall be
32 entitled to offset from Rent all reasonable costs incurred by Tenant to enforce the Parking
33 Restrictions as set forth in Section 3.6.2; further, Tenant shall have the on-going option to
34 terminate this Lease upon thirty (30) days' written notice to Landlord (the "Health Club
35 Violation Termination Notice"), provided the Health Club Violation Termination Notice is given
36 prior to the cessation of the Health Club Violation.;

37 (ix) Retail Offices. Retail Offices in the Shopping Center and
38 offices in the Second Floor Office, are permitted. Excluding the Second Floor Office and the
39 Senior Housing Building, Retail Offices shall not exceed an aggregate of ten percent (10%) of
40 the Leasable Floor Area in the Shopping Center, and cannot be located within one hundred (100)

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1 feet of the of the front and side perimeter walls of Tenant's Store. For purposes of this Section
2 3.1(b)(ix), Retail Offices shall mean offices serving the general public such as an eye doctor,
3 dentist, tax planning, investment services, insurance offices, banks and other offices offering
4 services to the general public; notwithstanding the foregoing, the Leasable Floor Area for the
5 following uses permitted under Section 3.2.1(b) shall not be included when calculating the
6 aggregate of ten percent (10%) for Retail Offices: (A) One (1) full-service day spa, pursuant to
7 Section 3.2.1(b)(iii); (B) one (1) teaching center, pursuant to Section 3.2.1(b)(v); and (C) one (1)
8 children's gym, pursuant to Section 3.2.1(b)(vii) ; and

9 (x) The Senior Housing Building, as shown on Exhibit B, shall
10 not be restricted by this Section 3.2."

11 15.3 Protection.

12 (a) Without the prior written consent of Tenant, which consent may be
13 withheld in the absolute and sole discretion of Tenant, and provided Tenant is open for business
14 to the public and operating in substantially the entire Store, no tenant or occupant of the
15 Shopping Center (other than Tenant) may use, and Landlord, if it has the capacity to do so, shall
16 not permit any other tenant or occupant of the Shopping Center that occupies in excess of twelve
17 thousand (12,000) square feet of Leasable Floor Area to use its premises for the Off Price Sale
18 (as hereinafter defined) of merchandise ("Off Price Sale Restriction"). For purposes of this
19 Section 15.3, "Off Price Sale" shall mean the retail sale of merchandise on an everyday basis at
20 prices reduced from those charged by full price retailers, such as full price department stores, by
21 a retailer that generally does not replenish its inventory with the same items (as opposed to a
22 "Discount Store"); provided, however, this definition shall not prohibit sales events by a retailer
23 at a price discounted from that retailer's every day price."

24 5. The provisions of the Lease to be performed by Landlord whether to be performed
25 at the Tenant's store, or any other portion of the Shopping Center, whether affirmative or
26 negative in nature, are intended to and shall bind the Landlord, its successors and assigns at any
27 time and shall inure to the benefit of Tenant, its successors and assigns.

28 [REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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1 6. This Memorandum of Lease is prepared for the purpose of constructive notice and
2 in no way modifies the provisions of the Lease.

3 Contents of Memorandum of Lease:

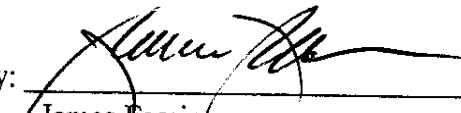
- Paragraphs 1-6
- Exhibit A - Legal Description of the Shopping Center
- Part I - Landlord's Parcel
- Exhibit B - Site Plan


4
5
6 IN WITNESS WHEREOF, Landlord and Tenant have duly executed this
7 Memorandum of Lease on this 13 day of July, 2012.


LANDLORD:
INLAND AMERICAN CHICAGO
LINCOLN, L.L.C.,
a Delaware limited liability company

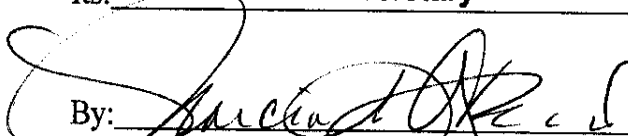
TENANT:
ROSS DRESS FOR LESS, INC.,
a Virginia corporation

By: Inland American Real Estate Trust, Inc...
a Maryland corporation, its sole member

By: 
James Fassio
Its: President and Chief Development Officer

By: 
Name: Mary J. Pechous
Its: Assistant Secretary

By: 
Gregg McGillis
Its: Senior Vice President, Property Development

By: 
Name: Marcia L. Grant
Its: Assistant Secretary

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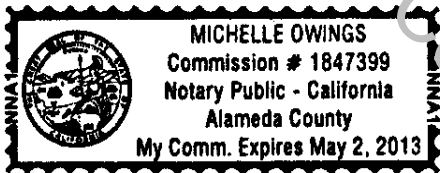
1

State of California)
) ss.
County of Alameda)

2 On July 13, 2012 before me, Michelle Owings,
3 a Notary Public, personally appeared James Fassio and Gregg McGillis, who proved to me on the
4 basis of satisfactory evidence to be the persons whose names are subscribed to the within
5 instrument and acknowledged to me that they executed the same in their authorized capacities,
6 and that by their signatures on the instrument the persons, or the entity upon behalf of which the
7 persons acted, executed the instrument.

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

10 WITNESS my hand and official seal.



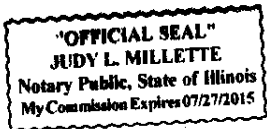
Michelle Owings
Notary Public

11

State of Illinois)
) ss.
County of DuPage)

12 On July 24, 2012 before me, Judy L. Millette, a Notary Public,
13 personally appeared Mary J. Pechous and Marcia L. Grant,
14 personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the
15 person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that
16 ~~he~~ ~~she~~ they executed the same in ~~his~~ ~~her~~ their authorized capacity(ies), and that by ~~his~~ ~~her~~ their
17 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)
18 acted, executed the instrument.

19 WITNESS my hand and official seal.



Judy L. Millette
Notary Public

20

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EXHIBIT A

LEGAL DESCRIPTION OF THE SHOPPING CENTER

PART I: LANDLORD'S PARCEL

PARCEL 1:

THAT PART OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF THE RIGHT OF WAY OF THE SANITARY DISTRICT OF CHICAGO AND THE CENTER LINE OF LINCOLN AVENUE, AS FORMERLY LOCATED, THENCE NORTHWESTERLY ALONG THE CENTER LINE OF LINCOLN AVENUE AS FORMERLY LOCATED 1200 FEET; THENCE NORTHEASTERLY ON A LINE AT RIGHT ANGLES TO SAID CENTER LINE OF LINCOLN AVENUE, 168.80 FEET; THENCE EAST, 679.50 FEET TO SAID WEST LINE OF THE RIGHT OF WAY OF THE SANITARY DISTRICT OF CHICAGO, THENCE SOUTHERLY ALONG THE WEST LINE OF SAID RIGHT OF WAY, 918.73 FEET TO THE POINT OF BEGINNING (EXCEPT THAT PART LYING SOUTHWESTERLY OF A LINE 83.00 FEET NORTHEASTERLY OF AND PARALLEL TO THE SOUTHERLY OR SOUTHWESTERLY LINE OF LINCOLN AVENUE, AS FORMERLY LOCATED) AND EXCEPTING THAT PART OF THE PREMISES IN QUESTION, DESCRIBED AS FOLLOWS:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF LINCOLN AVENUE AND THE CENTER LINE OF KIMBALL AVENUE, EXTENDED NORTH; THENCE NORTHWESTERLY, 20.90 FEET ALONG THE CENTER LINE OF LINCOLN AVENUE EXTENDED TO A POINT; THENCE NORTHEASTERLY 50 FEET ALONG A LINE FORMING AN ANGLE OF 90 DEGREES WITH THE LAST DESCRIBED COURSE, TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF LINCOLN AVENUE, WHICH IS THE POINT OF BEGINNING; BEGINNING AT SAID DESCRIBED POINT; THENCE NORTHEASTERLY, 118.80 FEET, ALONG A LINE FORMING AN ANGLE OF 90 DEGREES WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF LINCOLN AVENUE TO A POINT; THENCE EASTERLY, 93.56 FEET ALONG A LINE FORMING AN ANGLE OF 49 DEGREES, 16 MINUTES TO THE RIGHT WITH THE PROLONGATION OF THE SAID LAST DESCRIBED COURSE TO A POINT; THENCE SOUTHWESTERLY 179.85 FEET ALONG A LINE FORMING AN ANGLE OF 100 DEGREES, 44 MINUTES TO THE RIGHT WITH THE PROLONGATION OF SAID LAST DESCRIBED COURSE TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF LINCOLN AVENUE; THENCE NORTHWESTERLY 70.90 FEET ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF LINCOLN AVENUE TO THE POINT OF BEGINNING, AS CONDEMNED FOR KIMBALL AVENUE ON PETITION OF THE CITY OF CHICAGO FILED JULY 6, 1933, CASE B-271453, CIRCUIT COURT OF COOK COUNTY, ILLINOIS AND ALSO EXCEPT THAT PART CONVEYED BY DEED RECORDED AUGUST 3, 2001 AS DOCUMENT NUMBER 0010707219 TO THE PEOPLE OF THE STATE OF ILLINOIS-DEPARTMENT OF TRANSPORTATION-FOR HIGHWAY PURPOSES.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED AND DEFINED IN AN EASEMENT AGREEMENT DATED JULY 16, 1984 AND RECORDED JANUARY 10, 1985 AS DOCUMENT 27402551 FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS OVER, UPON AND ACROSS THE FOLLOWING DESCRIBED PARCEL:

THAT PART OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 2, TOWNSHIP 40 NORTH, RANGE

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13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHEASTERLY OF KIMBALL AVENUE (MCCORMICK BOULEVARD), NORTHEASTERLY OF THE CENTERLINE OF LINCOLN AVENUE AND WESTERLY OF THE WEST LINE OF THE SANITARY DISTRICT OF CHICAGO, DESCRIBED AS FOLLOWS:

BEING A STRIP OF LAND 12 FEET WIDE AS MEASURED AT RIGHT ANGLES, LYING NORTH OF THE FOLLOWING DESCRIBED LINES:

BEGINNING AT A POINT ON THE WESTERLY LINE OF THE SANITARY DISTRICT OF CHICAGO, 918.73 FEET NORTHWESTERLY OF THE CENTER LINE OF LINCOLN AVENUE; THENCE NORTH 90 DEGREES WEST, 585.57 FEET TO A POINT OF TERMINATION OF THE SAID LINE ON THE EASTERLY LINE OF MCCORMICK BOULEVARD, 230.13 FEET NORTHERLY OF THE CENTER LINE OF LINCOLN AVENUE, AS MEASURED ALONG THE EASTERLY LINE OF MCCORMICK BOULEVARD; AND BOUNDED ON THE EAST BY THE WEST LINE OF THE SANITARY DISTRICT OF CHICAGO AND ON THE WEST BY THE EASTERLY RIGHT OF WAY LINE OF MCCORMICK BOULEVARD, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3A:

THE ESTATE OR INTEREST IN THE LAND DESCRIBED BELOW AND COVERED HEREIN IS: THE LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN PARAGRAPH 1.c. OF THE ALTA LEASEHOLD ENDORSEMENT(S) ATTACHED HERETO), CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY: METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO, AS LESSOR AND BGP LINCOLN VILLAGE L. L. C., AS LESSEE, DATED MARCH 21, 2002, WHICH LEASE WAS RECORDED AUGUST 15, 2003 AS DOCUMENT 0322727118, AND ASSIGNED TO INLAND AMERICAN CHICAGO LINCOLN, LIMITED LIABILITY COMPANY, A DELAWARE LIMITED LIABILITY COMPANY RECORDED OCTOBER 26, 2006 AS DOCUMENT 0629939049 WHICH LEASE DEMISES THE FOLLOWING DESCRIBED LAND FOR A TERM OF YEARS BEGINNING JANUARY 1, 2003 AND ENDING DECEMBER 31, 2063.

A PARCEL OF LAND LYING IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF THE AFORESAID NORTHEAST 1/4 AND THE NORTHEASTERLY RIGHT OF WAY LINE OF LINCOLN AVENUE; THENCE NORTH 50 DEGREES, 57 MINUTES, 58 SECONDS WEST ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF LINCOLN AVENUE 577.72 FEET TO A POINT, SAID POINT BEING 115.00 FEET NORTHWEST OF THE WESTERLY LINE (AS MEASURED ALONG LINCOLN AVENUE) OF THE NORTH SHORE CHANNEL; THENCE NORTH 07 DEGREES 29 MINUTES 25 SECONDS WEST 18.65 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG A LINE BEARING NORTH 07 DEGREES 29 MINUTES 25 SECONDS WEST BEING THE WESTERLY RIGHT OF WAY LINE OF THE NORTH SHORE CHANNEL A DISTANCE OF 825.03 FEET, BEING THE SOUTH LINE OF A CERTAIN EASEMENT FOR INGRESS AND EGRESS PER DOCUMENT NO. 2740255; THENCE (DEED) NORTH 80 DEGREES 51 MINUTES 29 SECONDS EAST (MEAS.) NORTH 81 DEGREES 59 MINUTES 36 SECONDS EAST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 07 DEGREES 29 MINUTES 25 SECONDS EAST, A DISTANCE OF 338.96 FEET; THENCE NORTH 82 DEGREES 30 MINUTES 40 SECONDS EAST, A DISTANCE OF 87.42 FEET; THENCE SOUTH 06 DEGREES 53 MINUTES 14 SECONDS EAST, A DISTANCE OF 449.95 FEET; THENCE SOUTH 12 DEGREES 30 MINUTES 45 SECONDS WEST, A DISTANCE OF 22.73 FEET; THENCE SOUTH 60 DEGREES 02 MINUTES 30 SECONDS WEST, A DISTANCE OF

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30.39 FEET; THENCE SOUTH 82 DEGREES 21 MINUTES 54 SECONDS WEST, A DISTANCE OF 62.96 FEET; THENCE SOUTH 69 DEGREES 11 MINUTES 34 SECONDS WEST, A DISTANCE OF 14.25 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3B:

THE ESTATE OR INTEREST IN THE LAND DESCRIBED BELOW AND COVERED HEREIN IS: THE LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN PARAGRAPH 1.c. OF THE ALTA LEASEHOLD ENDORSEMENT(S) ATTACHED HERETO), CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY: METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO, AS LESSOR, AND BGP LINCOLN VILLAGE L. L. C., AS LESSEE, DATED MARCH 21, 2002, WHICH LEASE WAS RECORDED AUGUST 15, 2003 AS DOCUMENT 0322727118 AND ASSIGNED TO BGP LINCOLN VILLAGE II, L.L.C., LLC BY DOCUMENT RECORDED MAY 17, 2006 AS DOCUMENT 0613704182, ASSIGNMENT TO CHICAGO LINCOLN II, LIMITED LIABILITY COMPANY RECORDED OCTOBER 26, 2006 AS DOCUMENT 0629939050. , WHICH LEASE DEMISES THE FOLLOWING DESCRIBED LAND FOR A TERM OF YEARS BEGINNING JANUARY 1, 2003 AND ENDING DECEMBER 31, 2063.

A PARCEL OF LAND LYING IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF THE AFORESAID NORTHEAST 1/4 AND THE NORTHEASTERLY RIGHT OF WAY LINE OF LINCOLN AVENUE; THENCE NORTH 50 DEGREES, 57 MINUTES, 58 SECONDS WEST ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF LINCOLN AVENUE, 577.72 FEET TO A POINT, SAID POINT BEING 115.00 FEET NORTHWEST OF THE WESTERLY LINE (AS MEASURED ALONG LINCOLN AVENUE) OF THE NORTH SHORE CHANNEL; THENCE NORTH 07 DEGREES 29 MINUTES 25 SECONDS WEST 843.68 FEET; THENCE (DEED) NORTH 80 DEGREES 51 MINUTES 29 SECONDS EAST (MEAS.) NORTH 81 DEGREES 59 MINUTES 36 SECONDS EAST, A DISTANCE OF 30.00 FEET, TO THE PLACE OF BEGINNING; THENCE CONTINUING (DEED) NORTH 80 DEGREES 51 MINUTES 29 SECONDS EAST, (MEAS.) NORTH 81 DEGREES 59 MINUTES 36 SECONDS EAST A DISTANCE OF 120.00 FEET; THENCE (DEED) SOUTH 07 DEGREES 05 MINUTES 24 SECONDS EAST (MEAS.) SOUTH 08 DEGREES 44 MINUTES 24 SECONDS EAST, A DISTANCE OF 194.36 FEET; THENCE SOUTH 32 DEGREES 54 MINUTES 36 SECONDS WEST, A DISTANCE OF 3.93 FEET; THENCE SOUTH 07 DEGREES 05 MINUTES 20 SECONDS EAST, A DISTANCE OF 145.72 FEET; THENCE SOUTH 32 DEGREES 30 MINUTES 40 SECONDS WEST, A DISTANCE OF 113.69 FEET; THENCE NORTH 07 DEGREES 29 MINUTES 25 SECONDS WEST, A DISTANCE OF 338.96 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

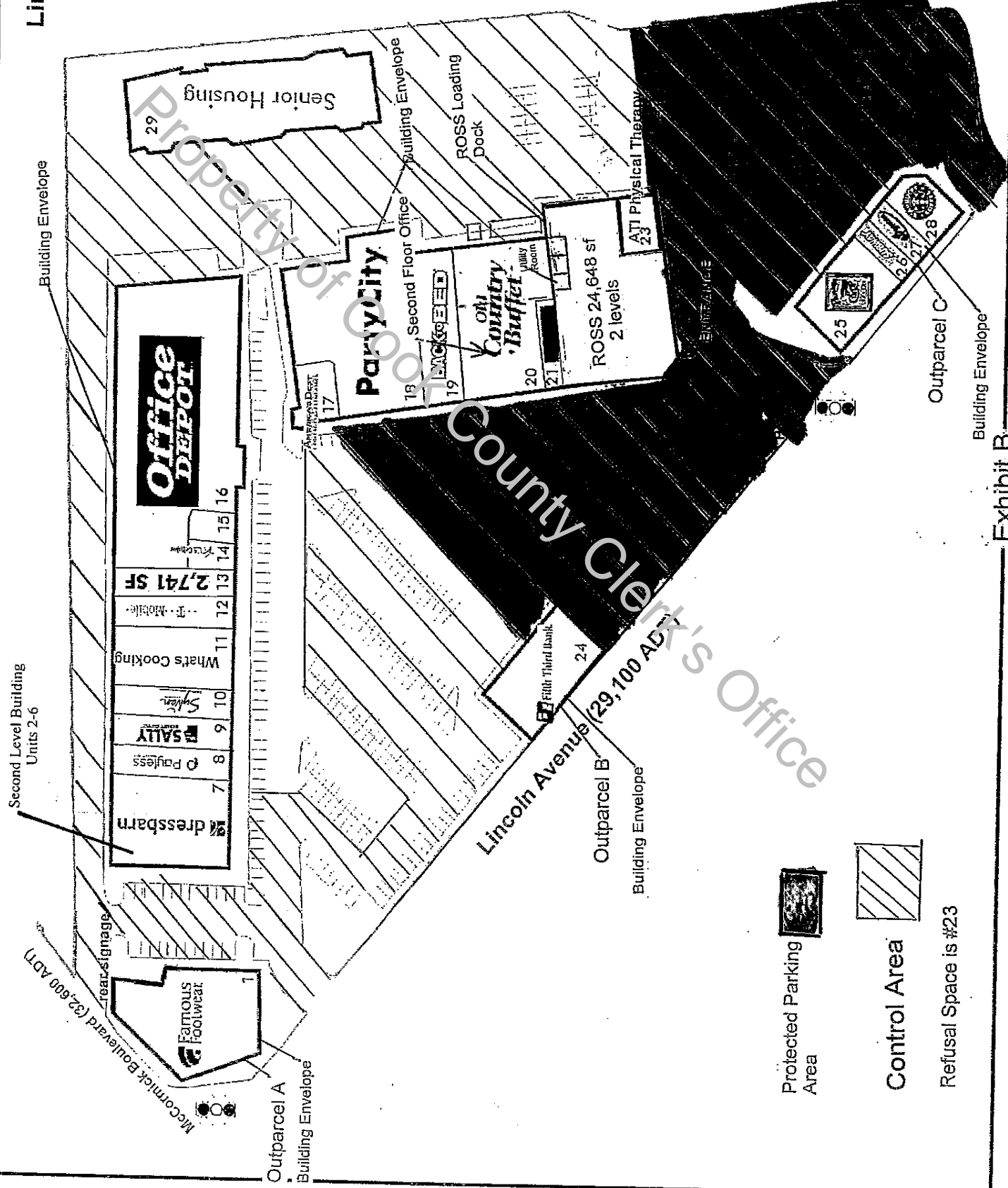
Lincoln Village Shopping Center
6165-6199 N. Lincoln Avenue
Chicago, Cook County, Illinois

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Lincolnwood, Illinois

Unit #	Tenant	SF
1	Famous Footwear	9,607
2	Alleman Bernard Stone	650
3	Democratic Club of the 50th Ward	2,230
4	Sevigny Crystals, Inc.	955
5	Dr. Michael Berman	505
6	Miriam Solo, Attorney	300
7	Dress Barn	7,655
8	Payless ShoeSource	2,001
9	Sally Beauty Supply	2,200
10	Sytem Learning Center	2,600
11	What's Cooking?	5,520
12	AVAILABLE	2,375
13	AVAILABLE	2,467
14	US Cellular	1,171
15	Joseph's Shoe Repair	975
16	Office Depot	24,112
17	America's Best Contacts & Eyeglasses	3,700
18	Party City	11,516
19	Back to Bed	3,890
20	Old Country Buffet	9,830
21	CNC	1,000
22	ROSS DRESS FOR LESS	24,648
23	ATI	4,000
24	Fifth Third Bank	4,600
25	Panera Bread	4,650
26	Subway	1,200
27	GameStop	1,200
28	Starbucks	1,975



Protected Parking Area

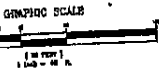
Control Area

Refusal Space is #23

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ALTA/ACSM LAND TITLE SURVEY BY GENTILE AND ASSOCIATES, INC. PROFESSIONAL LAND SURVEYORS

200 S. 15th Street
Tomball, Texas 77480
Phone: (281) 948-7100
Fax: (281) 948-7100



PANEL 11
Panel 11 is the northeast portion of Section 28, Township 34N, Range 12E of the 1836 Meridian, Harris County, Texas. The land here is bounded on the north by the northeast corner of Section 28, on the east by the northeast corner of Section 29, on the south by the southeast corner of Section 28, and on the west by the southwest corner of Section 28.

PANEL 12
Panel 12 is the north portion of Section 29, Township 34N, Range 12E of the 1836 Meridian, Harris County, Texas. The land here is bounded on the north by the northeast corner of Section 29, on the east by the northeast corner of Section 30, on the south by the southeast corner of Section 29, and on the west by the southwest corner of Section 29.

PANEL 13
Panel 13 is the east portion of Section 29, Township 34N, Range 12E of the 1836 Meridian, Harris County, Texas. The land here is bounded on the north by the northeast corner of Section 29, on the east by the northeast corner of Section 30, on the south by the southeast corner of Section 29, and on the west by the southwest corner of Section 29.

PANEL 14
Panel 14 is the south portion of Section 29, Township 34N, Range 12E of the 1836 Meridian, Harris County, Texas. The land here is bounded on the north by the southeast corner of Section 29, on the east by the southeast corner of Section 30, on the south by the southeast corner of Section 30, and on the west by the southwest corner of Section 29.

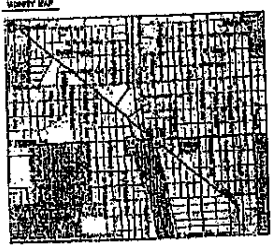
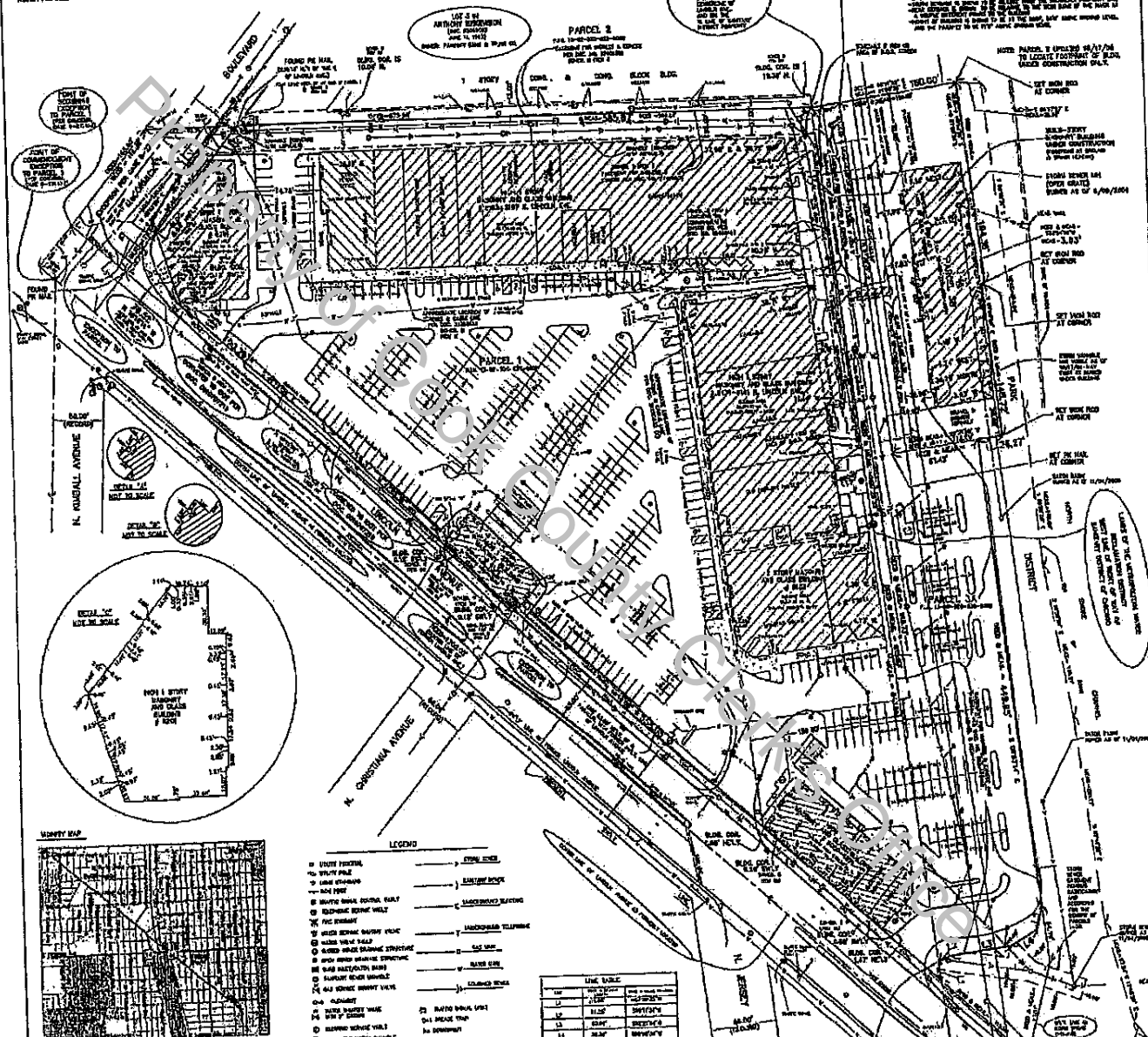
PANEL 15
Panel 15 is the southwest portion of Section 29, Township 34N, Range 12E of the 1836 Meridian, Harris County, Texas. The land here is bounded on the north by the southwest corner of Section 29, on the east by the southwest corner of Section 30, on the south by the southwest corner of Section 30, and on the west by the southwest corner of Section 30.

PANEL 16
Panel 16 is the east portion of Section 30, Township 34N, Range 12E of the 1836 Meridian, Harris County, Texas. The land here is bounded on the north by the northeast corner of Section 30, on the east by the northeast corner of Section 31, on the south by the southeast corner of Section 30, and on the west by the southwest corner of Section 30.

PANEL 17
Panel 17 is the south portion of Section 30, Township 34N, Range 12E of the 1836 Meridian, Harris County, Texas. The land here is bounded on the north by the southeast corner of Section 30, on the east by the southeast corner of Section 31, on the south by the southeast corner of Section 31, and on the west by the southwest corner of Section 30.

PANEL 18
Panel 18 is the southwest portion of Section 30, Township 34N, Range 12E of the 1836 Meridian, Harris County, Texas. The land here is bounded on the north by the southwest corner of Section 30, on the east by the southwest corner of Section 31, on the south by the southwest corner of Section 31, and on the west by the southwest corner of Section 31.

FOUND INSTRUMENTS
This survey is based on the following instruments:
1. Instrument No. 123456, recorded in Volume 123, Page 456 of the Harris County Public Records.
2. Instrument No. 234567, recorded in Volume 123, Page 457 of the Harris County Public Records.
3. Instrument No. 345678, recorded in Volume 123, Page 458 of the Harris County Public Records.



LEGEND

	EASEMENT
	RIGHT-OF-WAY
	SUBDIVISION
	STREET
	ALLEY
	RAILROAD
	WATERWAY
	EXISTING BUILDING
	PROPOSED BUILDING
	EASEMENT
	RIGHT-OF-WAY
	SUBDIVISION
	STREET
	ALLEY
	RAILROAD
	WATERWAY
	EXISTING BUILDING
	PROPOSED BUILDING

TIME TABLE

TIME	ACTIVITY
08:00	START SURVEY
10:00	MEETING
12:00	LUNCH
13:00	FIELD SURVEY
15:00	MEETING
17:00	END SURVEY

DEEDS TO SECTION 28
The following deeds are recorded in the Public Records of Harris County, Texas:
1. Instrument No. 123456, recorded in Volume 123, Page 456.
2. Instrument No. 234567, recorded in Volume 123, Page 457.
3. Instrument No. 345678, recorded in Volume 123, Page 458.

NOTES
This survey is based on the instruments listed above and the field notes of the surveyors. The surveyors have been diligent in their work and have found no other instruments affecting the land surveyed.

CERTIFICATE OF ACCURACY
We, the undersigned, certify that this survey was made by us or under our direct supervision and that we are duly licensed and qualified land surveyors.

UNOFFICIAL COPY

Lincolnwood, Illinois



Senior Housing Overnight Parking

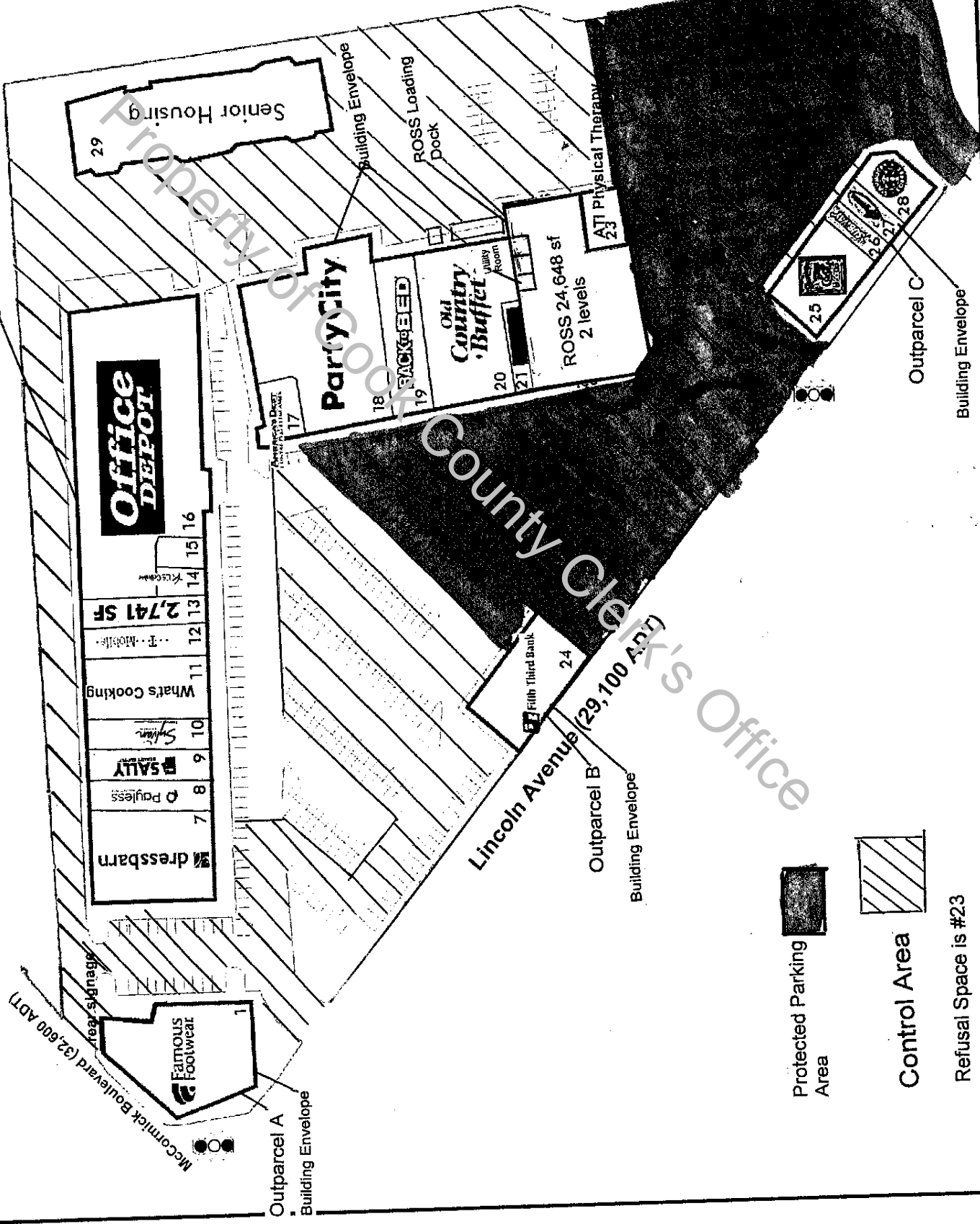


Exhibit B-2