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Prepared by and after recording,	)
return to:	)
P. Michael Margolis, Esq.	)
Butler Noris & Gold	Ĺ
254 Prospect Avenue	)
Hartford, Connecticut 06106-2041	)
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Doc#: 1509819087 Fee: \$54.00 RHSP Fee: \$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 04/08/2015 12:11 PM Pg: 1 of 9

[This space reserved for recording purposes]

### Memorandum of Lease

This Memorandum of Lease ("Memorandum") is made and entered into as of this March, 2015 by and between Lakeview Plaza (Orland), LLC, a Delaware limited liability company, with an office c/o Washington Prime Group, L.P., c/o Simon Property Group, 225 West Washington Street, Indianapolis, IN 46204 attention Legal Tevelopment (hereinafter "Landlord") and Bob's Discount Furniture, LLC, a Massachusetts in ited liability company with an office located at 428 Tolland Turnpike, Manchester, Connecticut 06042 (hereinafter "Tenant").

#### WITNESSETH

1. The names and addresses of the parties to the Lease are as follows:

Landlord:

Lakeview Plaza (Orland), LLC c/o Washington Prime Group c/o Simon Property Group

225 West Washington Street, Indianapolis, IN 46204

Attention: Legal Development

Tenant:

Bob's Discount Furniture, LLC

428 Tolland Turnpike, Manchester, CT 06042

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- 2. The Lease between the Landlord and Tenant was entered into as of March 17, 2015.
- 3. The term of the lease is for a period of time commencing on the Commencement Date as set forth in the Lease, and terminating on the last day of the month, ten (10) years after the Rent Commencement Date as set forth in the Lease.
- 4. The leased premises (the "Premises") commonly known as 15860 La Grange Road, Orland Park, Illinois, consist of a ± 26,964 square feet building on a parcel of land operated as a Shopping Center owned by Landlord including any alterations, additions or repairs made thereto, and all rights of egress and ingress and such monument, easements and appurtenances pertaining to said Shopping Center located at the Lakeview Plaza (the "Shopping Center") in the Village of Orland Park, Cook County, Illinois. The Premises and the land for which the Premises are located on are located on a parcel of land consisting of a portion of the Shopping Center more particularly described in Exhibit A attached hereto and hereby made a part hereof, together with all buildings, structures, easements, rights of way, monument signs and improvements now or hereinafter constructed, installed or located on or benefiting said land for which the Premises are located on, including rights to the Shopping Center.
- 5. Tenant has four (4) consecutive options to renew and extend the term of the Lease for five (5) years each pursuant to specific provisions set forth in the Lease.
- 6. The Lease affords the Tenant with no optice to purchase.
- Subject to the Prohibited Uses set forth in the Lease, and further subject to existing exclusives as set forth in tenant leases at the Shopping Center as of the date of this Lease as indicated in the Lease (the "Existing Exclusives"); any Operating Agreements; and, franchise laws and ordinances, the Demised Premises shall be occupied and used by Tenant for the purpose of conducting any lawful retail use, including but not limited to the business of the retail sale of furniture, bedding products, art work, rugs, mirrors, lighting fixtures and other home furnishing accessories customarily soid in furniture stores, all of which may be sold at regular or discounted prices and for my other use or purpose. Notwithstanding the foregoing, Tenant shall have the exclusive right to sell furniture and mattresses, subject to the Existing Exclusives and the existing leases, provided however that existing tenants (or their replacements) at the Shopping Center, and/or their successors and/or assigns, licensees, concessionaires, tenant's and subtenants may sell furniture and/or mattresses as an incidental use provided that such incidental use does not exceed the lesser of (x) ten percent (10%) of the square footage of their demised premises; or (y) 3,500 gross leasable square feet of their demised premises. The exclusive granted to Tenant herein shall not be applicable to (a) furniture and mattresses sold by department stores, or wholesale clubs leasing in excess of 50,000 square feet of gross leasable premises at the Shopping Center, and (b) furniture and mattress sold by discount, electronic and office supply stores where such use does not exceed the lesser of (x) ten

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percent (10%) of the square footage of their demised premises; or (y) 3,000 gross leasable square feet of their demised premises. Notwithstanding the foregoing to the contrary, the foregoing Tenant exclusive does not apply to home accessories stores such as Pier One Imports and Kirkland's. Notwithstanding the foregoing to the contrary, the foregoing Tenant exclusive shall not prohibit Landlord from re-leasing any space in the Shopping Center that is currently being used as furniture store to another furniture store use or that exceeds the incidental furniture store use restriction set forth herein to a similar retailer that sells furniture. The permitted use is a material consideration to Landlord, so as to permit Landlord to maintain an appropriate tenant mix within the Center. Tenant, as an amenity to its shoppers, shall also be to serve at no cost to its customers, beverages, cookics, frozen and regular snacks and permitted candy. Tenant, in its sole discretion, may limit us inventory to include only certain items or categories of items that are typically sold in a rurniture store.

- 8. Said Lease is on file with the Tenant and Landlord at the above listed addresses.
- 9. This Memorandon and the Lease, and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State in which the Premises are located.

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10. All capitalized terms not defined in this Memorandum shall have the meanings ascribed in the Lease. All terms and provisions set forth in this Memorandum that are not consistent with the Lease shall be construed as set forth in the Lease.

### SIGNATURE PAGES TO FOLLOW

Witness:

### LANDLORD:

A COUL LAKEVIEW PLAZA (ORLAND), LLC, a Delaware limited liability company

By: WASHINGTON PRIME GROUP, L.P., an Indiana limited partnership, its sole member

By: WASHINGTON PRIME GROUP INC., an Indiana corporation, its general partner

Name: Fav! Aidaharian

Title: Executive Lice President

Witness:

TENANT:

BOB'S DISCOUNT FURNITURE, LLC

John Sullivan, CFO & EVP

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STATE OF Incliana)
COUNTY OF Marion )
On this 17th day of March, 2015, before me, a Notary Public in and for such County and State, personally appeared Paul Ajochanianto me personally known, who, being by me duly sworn, did say that he is the Executive Vice-President Lakerica (Orland) LLC, and that such instrument was signed in behalf of such limited lichility companies, and such person acknowledged such instrument to be the free sci and deed of such corporation.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year last above written.
#4637098 Notary Public
My Commission Expires:  Notary Public
7/25/2020 June 14/14/14/14/14/14/14/14/14/14/14/14/14/1
STATE OF Councident
STATE OF Councident )  65. Meachuster  COUNTY OF Harfferd )
On this 5th day of ward, 2015, before me, a Notary Public in and for such County and State, personally appeared Jily Sullivav, to me personally known, who, being by me duly sworn, did say that he is the CFO and EVP of Beb's Discount Fundam, UC and that such instrument was signed in behalf of such Invaled health Congain, and such person acknowledged such instrument to be the free act and deed of such corporation.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my scal the day and year last above written.
My Commission Expires:  RONNELL RAUERT  NOTARY PUBLIC  MY COMMISSION EXPIRES MAY 31, 2017

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### **EXHIBIT A**

Property Legal Description & Shopping Center Site Plan

Property of Cook County Clark's Office

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### Legal Description of the Shopping Center

All of the parcel of land lying and being in Cook County, Illinois Known as Lake View Plaza, as more fully described as:

A tract of land in the South 1/2 of the Southeast 1/4 of Section 16, Township 36 North, Range 12, East of the Third Principal Meridian, situated in Cook County, Illinois, and described as follows:

Beginning at the intersection of the North line of the South 1/2 of said Southeast 1/4 and the West right-of-way line of La Grange Road (U.S. Route 45) as recorded under Document 87018113; thence South 00 degrees 11 minutes 55 seconds East 940.29 feet along said West line; thence South 89 degrees 48 minutes 44 seconds West 172.00 feet; thence South 00 degrees 11 minutes 55 seconds East 48.85 feet; thence South 89 degrees 48 minutes 44 seconds West 3.00 feet; thence South 00 degrees 11 minutes 55 seconds East 289.00 feet to the North right-of-way line of West 159th Street (U.S. Route 6); thence South 89 degrees 48 minutes 44 seconds West 1075.62 feet along last said North line; thence North 00 degrees 11 minutes 55 seconds West 554.42 feet; thence South 89 degrees 48 minutes 65 seconds West 166.00 feet; thence North 00 degrees 11 minutes 55 seconds West 725 feet to the North line of the South 1/2 of said Southeast 1/4; thence North 89 degrees 51 minutes 45 seconds East 1410.62 feet along last said North line to the Point of Beginning.

Except that part taken for 159th Street (U.S. Route 6) per Circuit Court Case No. 06 L 50794 described as follows:

Commencing at the Southeast corner of Lot 47 is Contennial Village Unit 6, recorded May 23, 1995 as Document Number 95336092; thence on an assumed bearing of South 01 degrees 55 minutes 46 seconds East a distance of 10.00 feet to the North 16th-of-way line of 159th Street as dedicated by Document No. 87018113 and the Point of Beginning; thence North 88 degrees 04 minutes 14 seconds East on said North right-of-way line a distance of 10.6.13 feet; thence North 01 degree 56 minutes 59 seconds West a distance of 8.56 feet; thence South 28 degrees 20 minutes 04 seconds West 286.77 feet; thence North 01 degree 39 minutes 56 seconds West a distance of 10.00 feet; thence South 88 degrees 20 minutes 04 seconds West a distance of 124.18 feet; thence South 01 degree 39 minutes 56 seconds East a distance of 16.00 feet; thence South 88 degrees 20 minutes 04 seconds West a distance of 6.00 feet; thence South 88 degrees 20 minutes 04 seconds West a distance of 6.00 feet; thence South 88 degrees 20 minutes 04 seconds West a distance of 11.26 feet; thence South 88 degrees 04 minutes 14 seconds West a distance of 51.49 feet to the East line of said Lot 47; thence South 01 degree 55 minutes 46 seconds East on said East line a distance of 24.54 feet to the Point of Beginning.

And also except that part taken for La Grange Road (U.S. Route 45) per Circuit Court Case No. U6 L 50794 described as follows:

Commencing at the Northeast corner of the Southeast Quarter of the Southeast Quarter of said Section 16; thence on an assumed bearing South 88 degrees 07 minutes 07 seconds West, on the North line of the Southeast Quarter of the Southeast Quarter of said Section 16, a distance of 51.06 feet to the West right-of-way line of U.S. Route 45 as dedicated by Document No. 87018113 for a Point of Beginning; thence South 02 degrees 03 minutes 35 seconds East on said West right-of-way line a distance of 940.28 feet;

thence South 88 degrees 04 minutes 14 seconds West a distance of 13.50 feet; thence North 02 degrees 03 minutes 35 seconds West a distance of 276.59 feet; thence North 46 degrees 59 minutes 40 seconds West a distance of 48.85 feet; thence North 02 degrees 03 minutes 33 seconds West a distance of 90.00 feet; thence North 43 degrees 00 minutes 17 seconds East a distance of 26.84 feet; thence North 02 degrees 03 minutes 35 seconds West a distance of 213.66 feet; thence North 87

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degrees 56 minutes 25 seconds East a distance of 9.00 feet; thence North 02 degrees 03 minutes 35 seconds West a distance of 306.53 feet to the

North line of the Southeast Quarter of the Southeast Quarter of said Section 16; thence North 88 degrees 07 minutes 07 seconds East on said North line a distance of 20.00 feet to the Point of Beginning.

Property address: 15862 La Grange Road, Orlank Park, IL

PIN#S: 27-16-403-007-0000

Property of Cook County Clerk's Office 27-16-403-008-0000

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