

Capitol Services, Inc.

P.O. Box 6300 Albany, NY 12206

This Instrument Prepared By:

Office Depot, Inc.
6600 North Military Trail
Boca Raton, FL 33496
Attention: Office of the General Counsel, Real Estate



Doc# 1626756013 Fee \$48.00
RHSP Fee:\$9.00PRF Fee \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 09/23/2016 09:27 AM Pg: 1 of 6

Upon Recordation Return to:

Office Depot, Inc.
6600 North Military Trail
Boca Raton, FL 33496
Attention: Office of the General Counsel, Real Estate

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum"), dated as of August 29, 2016, is between OFFICE DEPOT, INC., a Delaware corporation ("Tenant"), and AMCAP NORTHPOINT, LLC, a Delaware limited liability company ("Landlord").

WITNESSETH:

A. Premises. Landlord and Tenant have entered into a lease ("Lease") dated as of September 1, 2016, for that certain real property lying, being and situate in the County of Cook, City of Arlington Heights, State of Illinois, together with the premises containing approximately 21,422 square feet erected thereon ("Premises"). The Premises are part of a shopping center known as Northpoint Shopping Center, which shopping center is located on that certain real property lying, being and situate in the County of Cook, City of Arlington Heights, State of Illinois, more particularly described on Exhibit A attached hereto and made a part hereof ("Shopping Center").

B. Term and Renewal Options. The Lease has an initial term of two (2) years.

C. Certain Restrictions. The Lease contains the following provisions:

1. Landlord shall not permit any other tenant or occupant of the Shopping Center, other than Tenant, to use more than two thousand (2000) square feet of floor area (in the aggregate), for the sale, leasing, distribution or display of office supplies, office furniture, office machines and other office fixtures (including the sale, resale or remanufacturing of ink and/or toner, either separately, new or into used cartridges), office machines and equipment, computers, computer hardware, software and related equipment; art supplies, architectural supplies, engineering supplies, or "copy/print/ship services" (as hereinafter defined), and any other products, services and items which are a technological evolution of any of the foregoing, or be primarily engaged in the sale, leasing, distribution or display of any of the items set forth above. "Copy/print/ship services" is herein defined as a facility or center (whether in-store or free standing) providing any one or more of the following products and/or services: (a) photocopying

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and facsimile and printing services, such as reproduction and printing services including full, self, coin and color copying, graphic design, desktop publishing, scanning, faxing and imaging services and binding, collating and finishing of documents; (b) mail services, including mail receiving services, mailbox rental or mailing; or (c) shipping, labeling and packaging services.

2. No portion of the Shopping Center shall be used or occupied for any of the following purposes: theater; movie theater, auditorium, meeting hall, church or other place of assembly; automobile sales or repairs; bowling alley, pool hall or skating rink; bar serving alcoholic beverages (except as an incident to a full kitchen restaurant operation); funeral parlor; massage parlor; hotel or lodging facilities; gun or firearm shop or gun range; military recruiting office; off track betting establishment (except incidental sales of state lottery tickets); a so-called "flea market" or other operation selling used goods (except antiques, estate merchandise, or "upscale merchandise"); any business or use which emits offensive odors, fumes, dust or vapor, or constitutes a public or private nuisance, or emits loud noise or sounds which are objectionable, or which creates a fire explosive or other hazard; manufacturing facility; warehouse (except incidental to a retail operation); adult book store or similar store selling or exhibiting pornographic materials as a substantial part of its business; night club, discotheque or dance hall; or carnival, fair, rides or amusement park.

3. Except where shown on the Site Plan attached to the Lease as Exhibit B, the following shall be prohibited at any location in the Shopping Center within four hundred (400) feet of the closest demising wall of the Premises, any sports or entertainment facility (including, without limitation, a gymnasium, health club, racquet club, physical fitness facility).

4. The following shall be prohibited at any location in the Shopping Center within four hundred (400) feet of the closest demising wall of the Premises: amusement center, arcade, virtual reality, laser tag or game room; or school (including, without limitation, trade school or class sessions, but excepting incidental customer training in the use of computer hardware or software sold by Tenant or by any other Occupant of the Shopping Center permitted to engage in such sales).

5. Intentionally Omitted.

6. The Prohibited Uses set forth in paragraphs B.1. through B.5 above shall be subject to the rights of Occupants under leases in effect as of the Effective Date of this Lease identified on Schedule E-2 attached hereto for as long as such leases remain in effect without any expansion or relocation (except as may be otherwise permitted in such leases), provided however that the foregoing exception will not apply if Landlord has the right, by virtue of the provisions of the existing lease or otherwise, to cause such Occupant to honor the Prohibited Uses set forth above in paragraphs B.1. through B.5. of this Exhibit E by giving such Occupant notice of such Prohibited Uses or otherwise.

D. Incorporation of Lease. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the

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terms and conditions of the Lease, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Lease and is subject to all of the terms, provisions and conditions of the Lease. In the event of any inconsistency between the terms of the Lease and this instrument, the terms of the Lease shall prevail.

E. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

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IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

LANDLORD:

AMCAP NORTHPOINT LLC,
a Delaware limited liability company

Witnessed By:

Andrew P. Brien
As to (1) Denise Eckardt
As to (1) Denise Eckardt

By: Michael Kaiser (1)
Print Name: MICHAEL KAISER
Print Title: VP
Date: 8/24/10

Witnessed By:

As to (2)

As to (2)

and

By: _____ (2)
Print Name: _____
Print Title: _____
Date: _____

TENANT:

OFFICE DEPOT, INC.,
A Delaware corporation

Witnessed By:

Joe Drangos
As to (3)
Joe Drangos
As to (3)

By: John Robert Koch (3)
Print Name: JOHN ROBERT KOCH
Print Title: SVP Real Estate & Construction
Date: 8/25/10

Witnessed By:

Joe Drangos
As to (4)
Joe Drangos
As to (4)

and

By: Michael Rasindler (4)
Print Name: Michael Rasindler
Print Title: Vice President
Date: 8/25/10

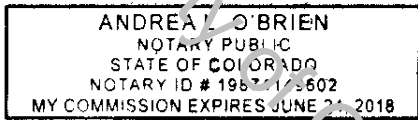
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STATE OF COLORADO)
) SS:
COUNTY OF DENVER)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that MICHAEL KAISER, whose name as Vice President of AMCAP NORTHPOINT LLC, a Delaware limited liability company, is signed to the foregoing instrument, who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official seal this 29th day of August, 2016.

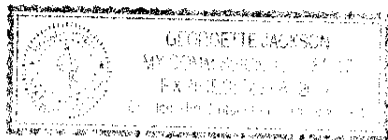
Andrea L. O'Brien
Notary Public
State of COLORADO
My Commission expires: June 24, 2018



STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the state and county named above to take acknowledgments personally, appeared John Robert Koch as SVP RE-CONSTRUCTION and Michael Rabinowitz as Vice President of OFFICE DEPOT, INC., a Delaware corporation, to me known to be the person who signed the foregoing instrument as such officer and they acknowledged that the execution thereof was their free act and deed as such officer for the use and purposes therein expressed and that the instrument is the act and deed of said corporation.

WITNESS my hand and official seal this 29th day of August, 2016.



Georgette
Notary Public
State of Florida
My Commission expires: 8/17/18

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EXHIBIT A

LOT 1 OF NORTHGATE SHOPPING CENTER SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPT THAT PART DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1 THENCE SOUTHWARD ALONG THE WESTERLY LINE OF SAID LOT 1, BEING THE EASTERLY LINE OF ARLINGTON HEIGHTS ROAD; SOUTH 1 DEGREES, 50 MINUTES, 41 SECONDS EAST, A DISTANCE OF 73.57 FEET; THENCE SOUTH 00 DEGREES, 17 MINUTES, 45 SECONDS EAST, A DISTANCE OF 470.00 FEET; THENCE SOUTH 13 DEGREES, 57 MINUTES, 59 SECONDS EAST, A DISTANCE OF 40.00 FEET; THENCE SOUTH 33 DEGREES, 05 MINUTES, 01 SECONDS EAST, A DISTANCE OF 37.43 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 33 DEGREES, 05 MINUTES, 01 SECONDS EAST, A DISTANCE OF 7.57 FEET, THENCE SOUTHEASTERLY ALONG A LINE BEING 50.00 FEET NORTHEASTERLY OF AND PARALLEL WITH THE CENTER LINE OF RAND ROAD, SOUTH 48 DEGREES, 24 MINUTES, 05 SECONDS EAST A DISTANCE OF 387.47 FEET; THENCE SOUTH 50 DEGREES 47 MINUTES 20 SECONDS EAST A DISTANCE OF 48.01 FEET; THENCE NORTH 48 DEGREES, 24 MINUTES, 05 SECONDS WEST, A DISTANCE OF 444.74 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PIN: 03-17-301-017, 03-17-301-019, 03-17-301-020, 03-17-301-021 and 03-17-301-022

Common Address: Rand Road, Arlington Heights Road and Palatine Road, Arlington Heights, Illinois