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PREPARED BY, AND AFTER RECORDING
RETURN TO:

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153
Attention: W. Michael Bond, Esq.

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4086 353



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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 04/16/2018 11:27 AM PG: 1 OF 7

MEMORANDUM OF LEASE

Property:

2065 George Street, Melrose Park, Illinois 60160

THIS MEMORANDUM OF LEASE (this "Memorandum") is made as of the 5 day of April 2018 by and between **2065 GEORGE STREET, LLC**, a Delaware limited liability company ("Landlord") and **SEARS HOLDINGS CORPORATION**, a Delaware corporation ("Tenant").

RECITALS

Landlord and Tenant entered into that certain Lease (the "Lease") dated as of the 5 day of April, 2018 (the "Effective Date"), the terms, provisions and conditions of which are incorporated in this Memorandum by this reference to the same extent as if recited in their entirety in this Memorandum, pursuant to which Landlord has demised and leased to Tenant and Tenant has leased from Landlord, on and subject to the terms, provisions and conditions of the Lease, portions of the real property, and the appurtenances thereto, more particularly described on the attached Exhibit A (the "Leased Premises"). All initially capitalized terms used herein, unless otherwise specifically defined herein, shall have the respective meanings assigned to such terms in the Lease.

AGREEMENT

NOW, THEREFORE, Landlord and Tenant hereby make specific reference to the following terms, provisions and conditions of the Lease:

1. **TERM.** The term of the Lease shall be for a period of three (3) years, commencing on the Effective Date and ending at midnight on the last day of the third (3rd) Lease Year, unless terminated sooner as provided in the Lease, all on the terms and conditions set forth in the Lease. The Lease contains no extensions, options to purchase or rights of first refusal.

2. **LEASE OF THE PREMISES.** Landlord hereby leases the Leased Premises to Tenant on the terms and conditions set forth in the Lease.

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3. CONFLICT. This Memorandum is intended for recording purposes only, and does not modify, supersede, diminish, add to or change all or any of the terms of the Lease in any respect. In the event of any inconsistency or conflict between the provisions of this Memorandum and those of the Lease, the provisions of the Lease shall control.

4. RECORDATION. This Memorandum will be recorded in the public records office of Cook County, Illinois.

5. SUBORDINATION. The Lease shall be subordinate in all respects to the lien of all present and future ground leases and mortgages which may now or hereafter encumber Landlord's interest in the Leased Premises, provided that no such ground leases or mortgages increase any liabilities or obligations nor decrease any rights or remedies of Tenant under or with respect to the Lease and subject to Tenant's rights regarding non-disturbance as set out in the Lease.

6. TERMINATION OF MEMORANDUM. In the event that the Lease expires or is otherwise lawfully terminated in accordance with its terms, this Memorandum shall automatically terminate without the necessity of a separate written agreement entered into by Landlord and Tenant terminating this Memorandum.

7. COUNTERPARTS. This Memorandum may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Permanent Real Estate Numbers: 12-34-208-006-0000; 12-34-402-009-0000; 12-34-405-011-0000; 12-34-402-011-0000; 12-34-402-012-0000; 12-34-405-013-0000; 12-35-300-016-0000

Address of real estate: 2065 George Street, Melrose Park, Illinois, 60160

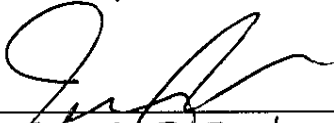
IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of date first written above.

[Signature Page Follows]

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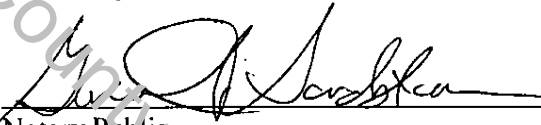
TENANT:

SEARS HOLDINGS CORPORATION,
a Delaware corporation

By: 
Name: Joseph F. Jordan
Title: Vice President + Controller

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS:

The foregoing instrument was acknowledged and sworn before me this 28th day of March, 2018 by Joseph F. Jordan as Vice President + Controller of **SEARS HOLDINGS CORPORATION**, a Delaware corporation, on behalf of the corporation.


Notary Public

[Affix Notary Seal]



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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

On March 28, 2018 before me, E. Manning, Notary Public

Date

Here Insert Name and Title of the Officer

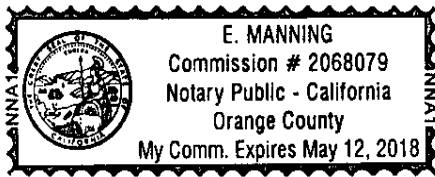
personally appeared Steve Layton

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

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EXHIBIT A TO MEMORANDUM OF LEASE

LEGAL DESCRIPTION

PARCEL 1:

LOTS 1, 2, 3 (EXCEPT THE WEST 5 FEET THEREOF DEDICATED FOR STREETS) LYING WEST OF SOO LINE RAILWAY AND THE NORTH 1/2 OF LOT 4 ALL IN BLOCK 1 IN FRANKLIN FARMS SUBDIVISION BEING A SUBDIVISION OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 AND THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF INDIAN BOUNDARY LINE EXCEPT THAT PART TAKEN FOR RAILROADS (EXCEPT HOWEVER THAT PORTION THEREOF LYING EASTERLY OF A LINE PARALLEL TO CENTER LINE OF GEORGE STREET AND DISTANT 661.10 FEET EASTERLY THEREFROM) IN COOK COUNTY, ILLINOIS; AND

THAT PART OF LOTS 1, 2, 3 LYING WEST OF SOO LINE RAILWAY AND THE NORTH HALF OF LOT 4 IN BLOCK 1 IN FRANKLIN FARMS SUBDIVISION BEING A SUBDIVISION OF THE NORTH HALF OF THE SOUTH EAST QUARTER AND THE WEST HALF OF THE SOUTH WEST QUARTER OF THE NORTH EAST QUARTER AND THE NORTH WEST QUARTER OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTH OF INDIAN BOUNDARY LINE EXCEPT THAT PART TAKEN FOR RAILROADS, (EXCEPT HOWEVER THAT PORTION THEREOF LYING WESTERLY OF A LINE PARALLEL TO CENTER LINE OF GEORGE STREET AND DISTANT 661.10 FEET EASTERLY THEREOF) IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHWESTERLY OF AND ADJOINING THE SOUTHWESTERLY RIGHT OF WAY OF MINNEAPOLIS, ST. PAUL AND SAULT STE. MARIE RAILROAD.

PARCEL 3:

THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF MINNEAPOLIS, ST. PAUL AND SAULT STE. MARIE RAILROAD, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 4:

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THE SOUTH 1/2 OF LOT 4 IN BLOCK 1 IN FRANKLIN FARMS SUBDIVISION OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 AND THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE INDIAN BOUNDARY LINE EXCEPT THAT PART TAKEN FOR RAILROADS, (EXCEPT THAT PART OF SAID SOUTH 1/2 OF LOT 4 LYING EAST OF THE EAST LINE OF THE WEST 75.0 FEET OF LOT 17, EXTENDED NORTH, IN STURM ESTATES SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 34, SOUTH OF INDIAN BOUNDARY LINE, AND PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN.

PARCEL 5:

THE NORTH 186.0 FEET OF THE WEST 75.0 FEET OF LOT 17 IN STURM ESTATES SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF FRACTIONAL SECTION 34, SOUTH OF THE INDIAN BOUNDARY LINE AND PART OF THE SOUTHWEST 1/4 OF SECTION 35, ALL IN TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN.

PARCEL 6:

THE NORTH 186.0 FEET OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT HOWEVER THAT PORTION THEREOF LYING IN GEORGE STREET), ALL IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Numbers: 12-34-208-006-0000; 12-34-402-009-0000; 12-34-405-011-0000; 12-34-402-011-0000; 12-34-402-012-0000; 12-34-405-013-0000; 12-35-300-016-0000

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