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KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 08/08/2022 10:11 AM PG: 1 OF 12

**RECORDING REQUESTED BY:**

P. Michael Margolis, Esq.  
c/o Dalton & Finegold, LLP  
34 Essex Street  
Andover, MA 01810

**DOCUMENT TYPE:**

Amended and Restated Memorandum of Lease

**GRANTOR:**

635-647 W. Roosevelt Road, LLC

**GRANTEE:**

Bob's Discount Furniture LLC

**LEGAL DESCRIPTION:**

See Exhibit A

Property of Cook County Clerk's Office

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Recording Requested by and  
after Recording, Return to:  
P. Michael Margolis, Esq.  
c/o Dalton & Finegold, LLP  
34 Essex Street  
Andover, MA 01810

(The Above Space for Recorder's Use Only)

AMENDED AND RESTATED  
MEMORANDUM OF LEASE

THIS AMENDED AND RESTATED MEMORANDUM OF LEASE ("Memorandum of Lease"), made as of ~~May 20~~<sup>July</sup>, 2022 by and between **635-647 W. Roosevelt Venture, LLC**, an Illinois limited liability company as landlord with an address at 450 N. Skokie Boulevard, Suite 604, Northbrook, Illinois 60062 ("*Landlord*"), being the successor in interest to **635-647 W. Roosevelt Road, LLC**, an Illinois limited liability company ("*Original Landlord*"), and **Bob's Discount Furniture, LLC**, a Massachusetts limited liability company having an office at 434 Tolland Turnpike, Manchester, Connecticut 06042 ("*Tenant*"), amends and restates that certain Memorandum of Lease by and between Original Landlord and Tenant dated June 25, 2018, and recorded on July 5, 2018 as Document Number 1818633093 of the Cook County, Illinois Land Records.

Preliminary Statement

Landlord holds a fee interest in real property located in the County of Cook, State of Illinois, as more particularly described on Exhibit A hereto annexed, 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 as defined below are located on and within the building currently known as 635-637 W. Roosevelt Road, Chicago, Illinois (the "*Property*"). Original Landlord and Tenant entered into a Lease dated May 19, 2017, which was subsequently amended by the execution of the First Amendment to Lease dated July 10, 2018, the Second Amendment of Lease dated January 1, 2019, the Third Amendment of Lease dated May 21, 2019, the COVID-19 Amendment to Lease dated May 29, 2020, the Fourth Amendment to Lease dated January \_\_, 2021, the Fifth Amendment to Lease May 14, 2021 and the Sixth Amendment to Lease Agreement dated January 1, 2022, all by the parties (or their predecessors as applicable) hereto (collectively the "*Lease*") demising a portion of the building the "*Premises*" as more particularly described therein consisting effective January 1, 2022 of approximately 36,594 square feet of retail and storage space, made up of the combination of: (i) 17,554 square feet in second floor space; (ii) 17,554 square feet in third floor space; (iii) 799 square feet of the Lobby (as defined in the Lease), but exclusive of 843 square feet in the Loading Dock Area as defined in the Lease; and (v) 687 square feet of first floor storage room space to Tenant, plus Tenant's non-exclusive use of the Common Areas, as all are depicted on Exhibit B hereto annexed. In connection therewith, Landlord and Tenant have entered into this Amended and Restated Memorandum of Lease to confirm the demise of the Premises as of January 1, 2022, and to provide notice

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to any interested party of such demise and of the terms and provisions of the Lease, as amended.

NOW, THEREFORE, the parties state as follows:

1. All capitalized terms used, but not otherwise defined, herein shall have the meanings ascribed to them in the Lease.
2. The terms and conditions of the Lease are incorporated herein as though set forth in full, whereby Tenant may have and hold the Premises together with any and all rights, benefits, privileges and easements, now or hereafter appurtenant thereto, at the rental and upon the terms and conditions therein stated, for an initial term that commenced on May 13, 2019 and expires on October 31, 2029 (the "*Initial Term*"). Under the terms of the Lease, Tenant has the right to extend the Initial Term (or four (4) separate and additional periods of five (5) years each after the expiration of the Initial Term.
3. This Memorandum of Lease is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Lease the terms of which are incorporated herein by reference. The actual square footage of the Premises used by Tenant may not be the same as the square footage applicable for determining Rent and/or Additional Rent under the Lease. Any capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Lease. In the event of any inconsistency between the terms of the Lease and this instrument, the terms of the Lease shall prevail.
4. From and after the Effective Date of the Lease and for so long as Tenant is not in default under the Lease beyond any applicable cure period Landlord shall not shall not lease, rent or occupy, or permit to be leased, rented or occupied any space in the Property to or by a tenant which engages in the sale of mattresses (the "*Use Restriction*") except it is expressly agreed to and acknowledged by Tenant that the following either do not fall within the parameters of the Use Restriction or are hereby excluded from the Use Restriction:
  - (i) all tenants existing on the date of execution of the Lease which have a right to use their premises for the Use Restriction whether said tenants own the fee to their premises or lease said premises, and any extensions, amendments, assignments, transfers or renewals of said tenants' leases or agreements with Lender; and
  - (ii) any incidental sale of furniture but not mattresses. "*Incidental*" sale at retail is defined as less than the lesser of 1,000 square feet or ten percent (10%) of such other tenant's total area within its leased premises.
5. Further, this Memorandum of Lease is executed for the purpose of recordation in order to give notice of all the terms, provisions and conditions of the Lease, including, without limitation:
  - (i) provisions set forth therein regarding Tenant's right to use (and to permit Tenant's customers, employees, agents and contractors to use) certain

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common areas of the Property (such as, but not limited to, the parking facilities of the Property more particularly depicted on Exhibit B.)

6. 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.

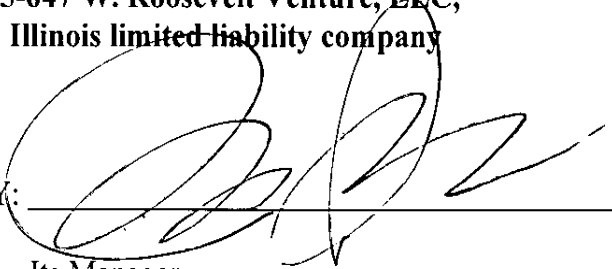
SIGNATURE PAGE TO MEMORANDUM OF LEASE FOLLOWS

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IN WITNESS WHEREOF, Landlord and Tenant have hereunto executed this Lease as of the day and year first above written.

**LANDLORD:**  
635-647 W. Roosevelt Venture, LLC,  
an Illinois limited liability company

BY:   
Its Manager

### LANDLORD ACKNOWLEDGMENT

STATE OF ILLINOIS )

) SS:

COUNTY OF COOK )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of July, 2022, by Jeffrey Sener, the Property Manager of 635-647 W. Roosevelt Venture LLC, an Illinois limited liability company, on behalf of the limited liability company.

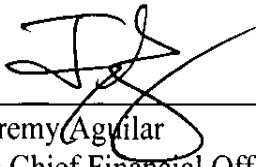


  
Notary Public  
My commission expires on:

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**TENANT:**

**Bob's Discount Furniture, LLC** a Massachusetts limited liability company


BY:   
Jeremy Aguilar  
Its Chief Financial Officer and Executive Vice President

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## TENANT ACKNOWLEDGMENT

STATE OF CONNECTICUT )  
) SS: Manchester )  
COUNTY OF HARTFORD )

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of May, 2022, by Jeremy Aguilar, Chief Financial Officer and Executive Vice President of Bob's Discount Furniture, LLC, a Massachusetts limited liability company, on behalf of the limited liability company.

  
Notary Public  
My commission expires on: 12/31/2023



Alicia M Benson  
NOTARY PUBLIC  
State of Connecticut  
My Commission Expires  
December 31, 2023

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## EXHIBIT A

### Legal Description

#### PARCEL 1:

LOT 3 (EXCEPT THE NORTH 42.00 FEET THEROF TAICEN FOR STREET) AND LOT 6 IN SHOUP'S SUBDIVISION OF LOT 4 IN BLOCK 67 IN CANAL TRUSTEES' SUBDIVISION OF BLOCKS AND LOTS IN THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

A PARCEL OF LAND IN THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, CONSISTING OF A PART OF LOT 2 AND ALL OF LOT 7 IN THE SUBDIVISION OF LOT 4 IN BLOCK 67 IN CANAL TRUSTEES' SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT BLOCKS 57 AND 58) SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF WEST ROOSEVELT ROAD AS WIDENED, WITH THE EAST LINE OF SAID LOT 2 IN THE SUBDIVISION OF LOT 4 AND RUNNING THENCE SOUTH ALONG SAID EAST LINE OF LOT 2 AND ALONG THE EAST LINE OF SAID LOT 7, A DISTANCE OF 131.32 FEET TO THE SOUTHEAST CORNER OF SAID LOT 7; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 7, A DISTANCE OF 25.07 FEET TO THE SOUTHWEST CORNER OF LOT 7; THENCE NORTH ALONG THE WEST LINE OP SAID LOT 7 AND ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 131.32 FEET TO THE SOUTH LINE OF SAID WEST ROOSEVELT ROAD AS WIDENED; AND THENCE EAST ALONG SAID SOUTH LINE OF WEST ROOSEVELT ROAD AS WIDENDED, A DISTANCE OF 25,07 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS,

#### PARCEL 3:

SUBLOT 4 (EXCEPT THE NORTH 42.00 FEET) AND SUBLOT 5 OF LOT 4; ALSO, THE EAST 59.00 FEET OF LOT 5 (EXCEPT THE NORTH 42.00 FEET) IN BLOCK 67 IN CANAL TRUSTEES' NEW SUBDIVISION OF BLOCKS IN THE NORTHWEST 1/2 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM:

THAT PART OF THE NORTH 1/2 OF VACATED WEST 12TH PLACE (DESCRIBED BY ORDER PASSED BY THE CITY COUNCIL OF CHICAGO ON JANUARY 20, 1984, PAGE 4653), LYING SOUTH OF THE ADJOINING SOUTH LINE OF SUB-LOT 5 OF LOT 4 AND THE EAST 59.00 FEET OF LOT 5 IN BLOCK 67 IN CANAL TRUSTEES' NEW

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SUBDIVISION OF BLOCKS IN THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCELS 1, 2 AND 3 PURSUANT TO GRANT OF EASEMENT RECORDED NOVEMBER 15, 1984 AS DOCUMENT 27338040 OVER THAT PART OF THE VACATED 12TH PLACE PER VACATION ORDINANCE RECORDED NOVEMBER 14, 1984 AS DOCUMENT 27336633,

PINS: 17-21-101-039,040,041, and 042 and 17-21-101-011 and 014

COMMON ADDRESS: 635-647 W, Roosevelt Road, Chicago, IL 60607

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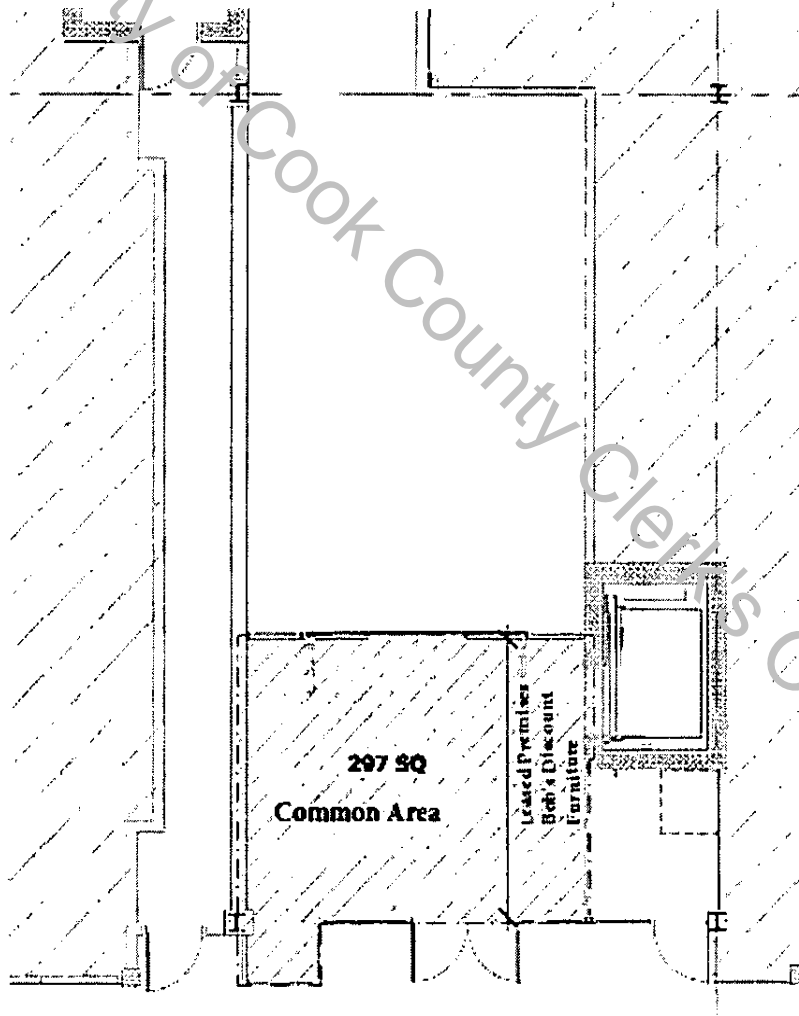


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## EXHIBIT B

### Site Plan

**Revised Lobby Configuration and Plan  
Showing Updated First Floor Leased Premises for Tenant and New Common Area**



BDF South Loop, IL  
639 W Roosevelt Road, Chicago, IL 60607

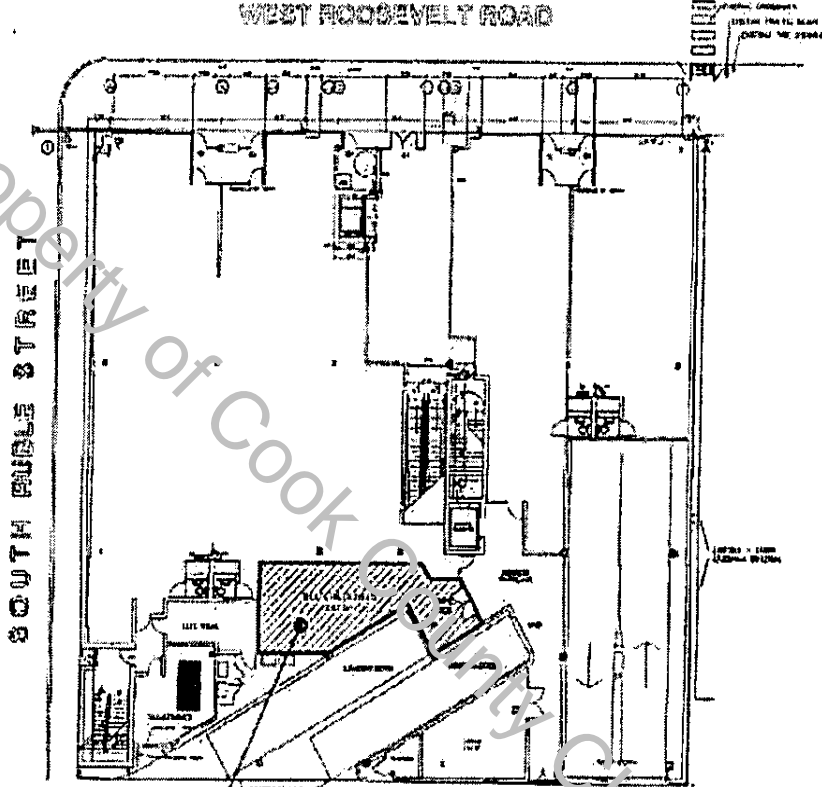
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**BOB'S FURNITURE**

Receiving Room Work Exhibit

637-547 Roosevelt Road  
Chicago, IL 60607

WEST ROOSEVELT ROAD

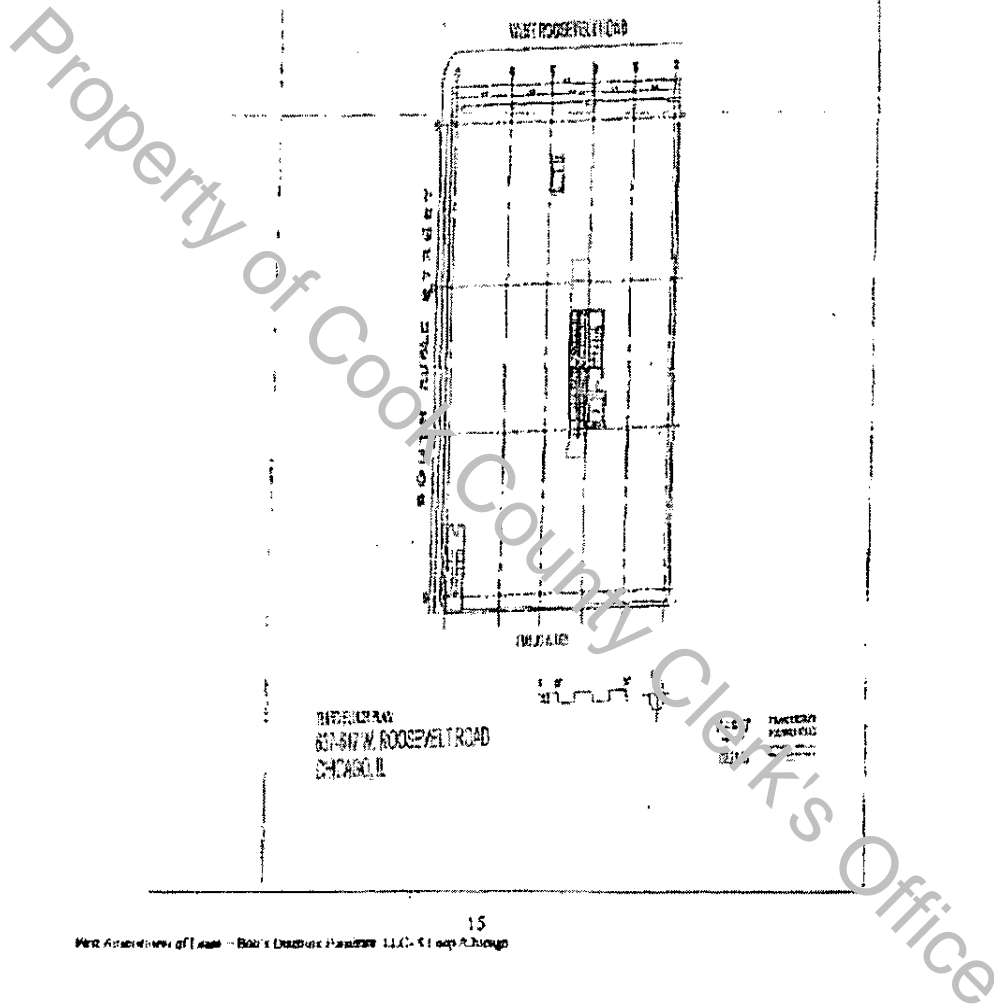


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**BOB'S RECEIVING ROOM**  
7-10-2018

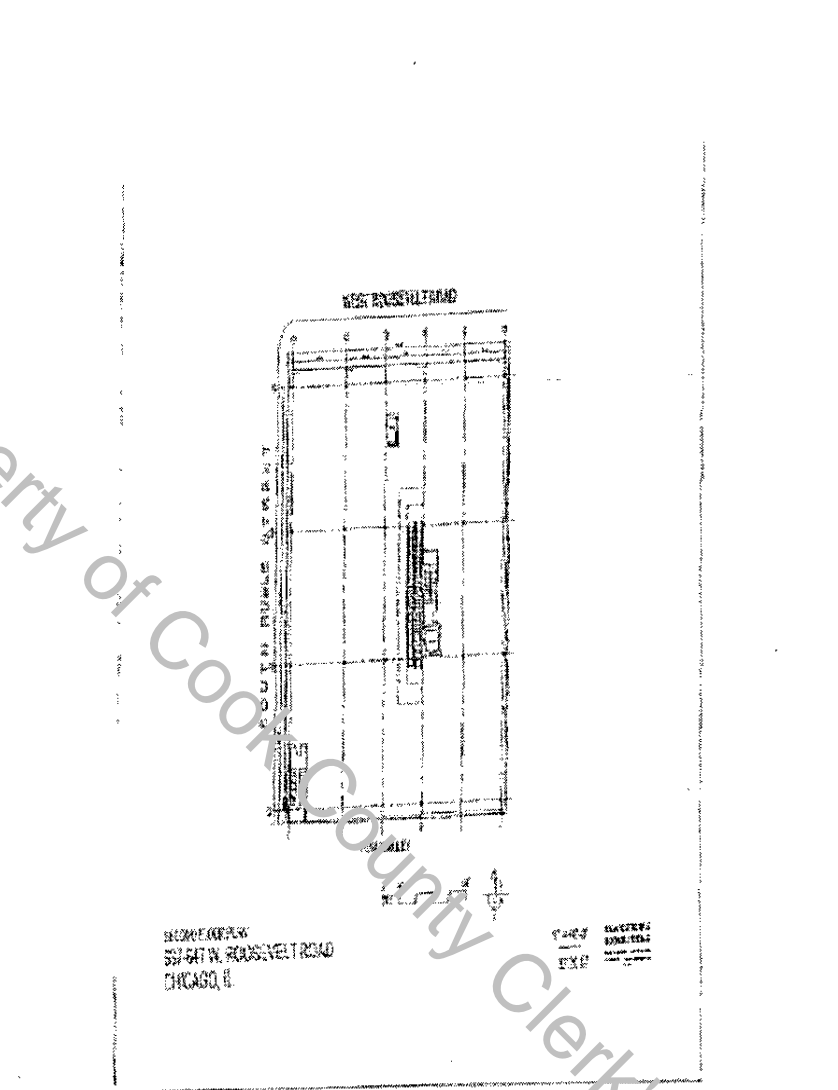
SCOPE OF WORK FOR RECEIVING ROOM	SCOPE OF WORK FOR RECEIVING ROOM
1. EXISTING WALLS STRIP WALL PAPER AND	1. PAINTING
2. GYPSON BOARD AND FINE RAFTS, (1/2" TRAP AND IMPROVED) READY FOR PAINT	2. FIRE ALARM WATER AND MONITORING
3. NEW RECEIVING COUNTER, HEAVY DUTY, 6" HIGH, 8" HIGH	4. SECURITY SYSTEM ALARMS AND EQUIPMENT
4. OPEN CUBES AND ACCOUNTING AREA	5. WALL OUTLETS AND ELECTRICAL WIRING
5. FIRE ALARMS SYSTEMS AND PIPING DISTRIBUTION LINES AND SPRINKLER HEADS	
6. JOINTS TO A COMPANY WITH VISION LENSES TO PROVIDE A GUARANTEE OF 25' CENTRAL AREA OF LIGHTING AT 26" AP	

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## Third Floor Premises

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14  
 Eng. Attachment of Floor - Bolt's Division Furniture, Ltd. - 5 East Adams

## Second Floor Premise