MEMORANDUM OF LEASE

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THIS MEMORANDUM OF LEASE dated as of this day of July, 1989, between LASALLE NATIONAL BANK, not personally but as Trustee under Trust Agreement dated October 1, 1988 and known as Trust No. 113782, having its principal office at 135 South LaSalle Street, Chicago, Illinois 60690 (herein referred to as "Landlord"), and F & M DISTRIBUTORS, INC., a Michigan corporation, having its principal office at 25800 Sherwood, Warren, Michigan 48091 (herein referred to as "Tenant").

NOW, THEREFORE the parties acknowledge as follows: COOK (OUNT) RECORDER

- 1. DEMISED PARMISES: Landlord does demise to Tenant and Tenant does take from Landlord for the Lease Term (as hereinafter defined), the following property: Tenant's premises with Landlord's Work (as defined in the Lease) complete located as Algonquin Mills Shopping Center, together with the right to use in common with other tenants the Common Area (as defined in this Lease) situated in the City of Rolling Meadows, County of Cook, State of Illinois, said last described in Exhibit A, attached hereto, and improvements sometimes hereinafted referred to as the "Shopping Center." Tenant's premises shall be located in the area marked with horizontal lines on Exhibit "B" attached hereto and made a part hereof, and shall have dimensions of approximately 170 feet wide by 150 feet of an existing building together with an area of approximately 3,980 square feet to be constructed by Landlord. Tenant's previous and easements appurtenant thereto shall be herein collectively referred to as the "Demised Premises."
- 2. TERM: The term shall commence upon the "date of occupancy" as that term is defined in the Lease, and shall terminate of the date which is fifteen (15) years from the last day of the month in which said date of occupancy shall occur plus any Partial Lease Year (as defined in the Lease). Tenant also shall have three successive options to extend the term of the Lease for an additional period of five (5) years on each such option, and shall have the right to extend the term of this Lease as shall cause the last day of the Lease to be January 31.
- 3. <u>BUILDING AREAS</u>: During the period commencing with the date of execution of the Lease and ending upon the last day of the Term, Landlord shall not construct nor shall Landlord permit to be constructed any buildings or structures of any kind, permanent or temporary, in the area crosshatched on Exhibit B and marked "Prohibited Build Area." Landlord shall not reduce the number of automobile spaces in the Prohibited Build Area below 206 spaces or permit such area to be used other than for customer or employee parking without Tenant's prior written consent.
- 4. EXCLUSIVE PROVISIONS: Tenant shall have the exclusive right, either directly or through subtenants or licensees, to establish and operate

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a licensed pharmacy for the retail sale of prescription pharmaceutical products within the Shopping Center and Landlord shall not lease any portion of the Shopping Center to a corporation, partnership or other person who shall have any right to establish a licensed pharmacy within the Shopping Center.

Landlord further covenants and agrees not to a lease to a corporation, partnership or other person leasing or occupying space at the Shopping Center who shall have the right to devote more than ten percent (10%) of such entity's or person's shelf and display space, either separately or in the aggregate to the sale of (a) health and beauty aids, (b) cosmetics, (c) fragrances or (d) household cleaning and household paper supplies, (except that Landlord may lease to a tenant with 5,000 square feet or less who shall have the right to devote less than thirty percent (30%) of such entity's or person's shelf and display space, either separately or in the aggregate, to the sale of cosmetics and fragrances).

5. <u>2022OSE</u>: The sole purpose of this instrument is to give notice of said Leade and this instrument shall not be deemed or construed to amend or alter the terms of the Lease in any respect.

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

WITNESS

LANDLORD: SEE PROSTEE'S RIDER ATTACHED HERETO AND MADE A PART HEREOF

LASALLE NATIONAL BANK, not personally, but solely as Trustee under Trust Agreement dated October 1, 1988 and lnown as Trust No. 113782

ADDIDUME DUDICHARY
LISAE HAAS

By Its CARIOUE BEK

This instrument was acknowledged before me on Auto , 1989 by Corinne Bek LISA I. HAAS as a second were broadent of Ase stant incretary

"OFFICIAL SEAL"
Kathy Pacana
Notary Public, State of Illinois
My Commission Expires June 11, 1992

Notary Public, () (Icula County,

My commission expires: 6-119:

TENANT:

F & M DISTRIBUTORS, INC.

Frank A. Newman, President

MARC C. Campbell

This instrument was acknowledged before me on 1989 by Frank A. Newman, as President of F & M Distributors, Inc.

Notary Public, CALLAND County, Michigan - activity in MACOMB COUNTY, MICH.

My commission expires: 3.7-92

Drafted and when recorded return to:

Lisa R. Gorman, Esq. Marco, Fagan, Kennedy and Timmis Avenuate, Mic.

October Colling Clark's Office 20180 Asck Avenue Grosse Pointe, Michigan 48236

RIDER ATTACHED TO AND MADE A PART OF LEASE BATED Memorandum of

herein described; that said Trustee has no control over, and under this LEASE assumes no responsibility for (1) the management or control of such property, (2) the upkeep, inspection, maintenance or repair of such property (3) the collection of rents or rental of such property, or (4) the conduct of any

This AEASE is executed by LA SALLE NATIONAL BANK, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and under the express direction of the beneficiaries of a certain Trust Agreement dated \_\_10/1/88 \_\_ and known as Trust 113782 at LA SALLE NATIONAL BANK, to all provisions of which Trust Agreement this LEASE is expressly made subject. It is expressly understood and agreed that nothing herein or in said LEASE contained shall be construed as creating any liability whatsoever against said Trustee personally, and in particular without limiting the generality of the foregoing, there shall be no personal liability to pay any indebtedness accruing hereunder or to perform any covenants, either express or implied, herein contained, or to keep, preserve or sequester any property of said Trust, and that all personal liability of said Trustee of every sort, if any, is hereby expressly waived by said Lessee, and that so far as said Trustee is concerned in owner of any indebtedness or liability acc ing hereunder shall look solely to the premises hereby leased for the payment thereof. It is further understood and agreed that said Trustee has no agents or employees and merely holds maked ligal title to the property

business which is carried on upon such premises.

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#### PARCEL 1:

LOTS 1 THROUGH 5 AND OUTLOT "A" IN J C P MEADOWS P. U. D., BEING A RESUBDIVISION OF LOT 1 IN J C P MEADOWS SUBDIVISION, IN THE SOUTH WEST 1/4 OF SECTION 9 AND THE SOUTH EAST 1/4 OF SECTION 8 BOTH IN TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED IN THE COOK COUNTY RECORDER'S OFFICE ON DECEMBER 18, 1985 AS DOCUMENT 85329240 AND CORRECTED BY CERTIFICATE OF CORRECTION RECORDED IN THE COOK COUNTY RECORDER'S OFFICE ON AUGUST 11, 1988 AS DOCUMENT NUMBER 88364191 IN COOK COUNTY, ILLINOIS;

#### PARCEL 2:

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EASEMENT FOR THE BENEFIT OF PARCEL 1 AFORESAID AND OTHER PROPERTY AS CREATED BY AGREEMENT DATEDFOCTOBER 18, 1984 AND RECORDED APRIL 30, 1986 AS DOCUMENT 86170066 MADE BY AND BETWEEN CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINDIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 2, 1970 AND KNOWN AS TRUST NUMBER 36088 TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 19, 1984 AND KNOWN AS TRUST NUMBER 61717, MEADOWLANDS ASSOCIATES, AN ILLINOIS LIMITED PARTNERSHIP, AND THE CITY OF ROLLING MEADOWS FOR THE CONSTRUCTION, OPERATION, USE, REPAIR, REHOVAL, REPLACEMENT AND MAINTENANCE OF A WATER LINE OR LINES AND A SANITARY SEVER SYSTEM AND APPUXTEMANCES THERETO, TOGETHER WITH THE RIGHT OF ACCESS THERETO IN, UPON ACROSS, OVER AND UNDER A STRIP OF LAND 20.00 FEET IN WIDTH LYING ENTIRELY IN LOT 4 OF 58-62 VENTURE SUBDIVISION, BEING A SUBDIVISION OF PART OF SICTIOMS B AND 9, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPLE MERIDIAN, IN COOK COUNTY, ILLINOIS;

#### PARCEL 3:

EASEMENT FOR THE BENZY/ OF PARCEL 1 AFORESAID AND OTHER PROPERTY AS CREATED BY EASEMENT AGREAMENT BETWEEN CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 2, 1970 AND KNOWN AS TRUST NUMBER 56088 AND J. C. PENNEY PROPERTIES. INC., A DELAWARE CORPORATION, DATED DECEMBER 10, 1971 AND RECORDED JANUARY 10, 1972 AS DOCUMENT 21769213 FOR INGRESS AND EGRESS OVER, UPON, AND ACROSS THAT PART OF 151 4 IN 58-62 VENTURE SUBDIVISION, A SUBDIVISION IN SECTION 6 AND 9, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL HEALDIAN, SHOWN AS "HATCHED" ON EXHIBIT "B" TO THE AFORESAID EASEMENT AGRAPMENT AND DESIGNATED AS "TRUST SITE EASEMENT AREA", ALL IN COOK COUNTY, ILLINOIS;

#### PARCEL 4

RECIPROCAL EASEMENTS MADE FOR THE BENEFIT OF PARCEL 1 AND OTHER LAND NOT IN QUESTION OVER PARCEL 1 AND LOTS 2 AND 3 IN J C 1 MEADOWS SUBDIVISION, FOR EASEMENTS FOR UTILITIES, AND FOR THE PUNIOUS OF MAINTAINING, REPAIRING, REPLACING, RELOCATING, AND CONSTRUCTING UTILITIES AS CONTAINED IN DECLARATION MADE BY J. C. PENNEY PROPERTIES, INC. DATED JUNE 1, 1976 AND RECORDED JULY 7, 1976 AS DOCUMENT 23549143, AND THE CONDITIONS, PRIVILEGES AND OBLIGATIONS THEREIN CONTAINED;

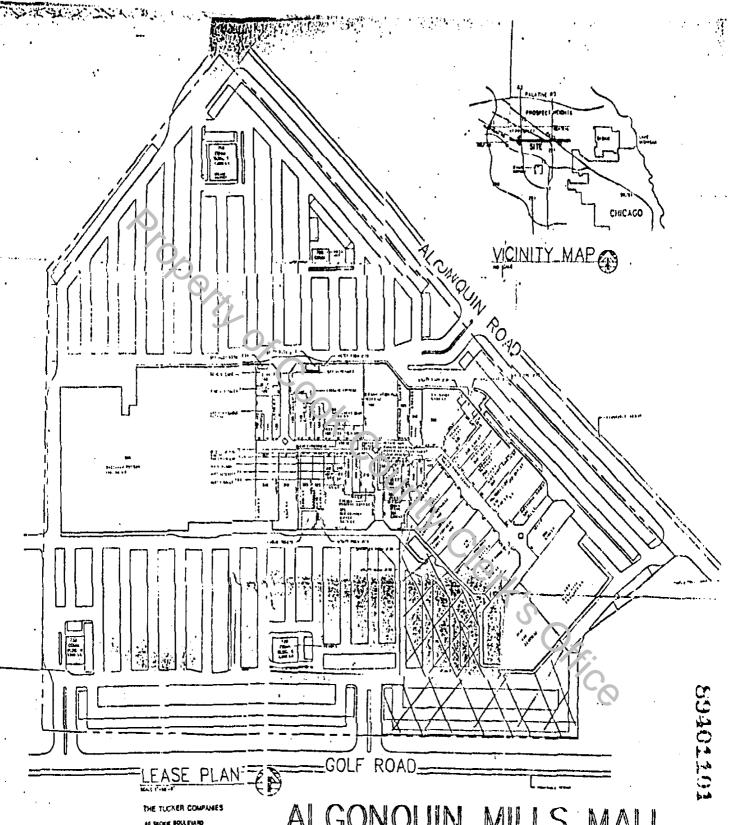
#### PARCEL 5:

EASEMENT FOR INGRESS AND EGRESS FOR VEHICULAR AND PEDESTRIAN TRAFFIC IN AND UPON AND THROUGH THE EASTERLY 15 FLET OF THE ROADWAY DESCRIBED AS EXHIBIT 'A' TO THE ROAD WAY GROSS EASEMENT AND HAINTENANCE AND INDEMNITY AGREEMENT DATED JULY 6, 1976 AND RECORDED JULY 7, 1976 AS DOCUMENT NO. 23549145 BY AND BETWEEN HOUNT PROSPECT STATE BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 1, 1975 AND KNOWN AS TRUST NUMBER 488 AND J. C. PENNEY PROPERTIES, INC. FOR THE BENEFIT OF A PORTION OF PARCEL 1 ATURESAID, WHICH PORTION IS DESCRIBED IN EXHIBIT 'C' THERETO ATTACHED ID THE AFTEMENHENTIONED AGREEMENT, IN COOK COUNTY, ILLINOIS

BEGINNING AT A POINT UN THE NORTH LINE OF GOLF ROAD AS JNDEMNED PER DOCUMENT NUMBER 20913760, SAID POINT BEING 123.797 FEET (AS MEASURED ALONG SAID NORTH LINE) EAST OF THE SOUTH EAST CORNER OF LOT 3 IN 58-62 VENTURE SUBDIVISION OF PART OF SECTIONS 8 AND 9. TOWNSHIP AND RANGE AFORESAID; THENCE NORTH OD DEGREES OD MINUTES OD SECONDS EAST, ALONG A LINE DEARN PERPENDICULARLY TO THE AFORESAID NORTH LINE OF GOLF ROAD, 165.00 FEET; THENCE NORTH 30 DEGREES OD HINUTES OD SECONDS EAST, 30.00 FEET; THENCE NORTH 57 DEGREES 20 HINUTES 41.9 SECONDS EAST, 248.467 FEET TO THE SOUTHWESTERLY LINE OF ALGONQUIN ROAD AS WIDEHED PER DOCUMENT NUMBER 11195779; THE SOUTHERLY TERMINUS OF SAID STRIP OF LAND BEING THE AFORESAID NORTH LINE OF GOLF ROAD, AND THE NORTHEASTERLY TERMINUS THEREOF BEING THE AFORESAID SOUTHWESTERLY LINE OF ALGONQUIN ROAD, ALL IN COOK COUNTY, ILLINGIS.

(AFFECTS EASEMENT PARCEL 5 AND THE EASTERLY 15 FLET OF THAT PART Poperty of Coot County Clerk's Office OF OUTLOT "A" LYING WESTERLY OF AND ADJOINING SAID EASEMENT

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<u>ALGONQUIN</u>

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Property of Cook County Clerk's Office

