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MEMORANDUM OF LEASE
(Shopping Center)

THIS LEASE is made on the 15th day of August, 1990 by and between

\$ 17.00

LaSalle National Trust, N.A., as Trustee under Trust Agreement dated October 1, 1961 and known as Trust No. 28684

hereinafter referred to as "Lessor", and
JEWEL COMPANIES, INC., a New York corporation, hereinafter referred to as "Lessee"

In consideration of the mutual covenants and agreements herein contained, Lessor hereby leases to Lessee the land and improvements thereon, situated in the City of Arlington Heights County of Cook and State of Illinois, designated as "Jewel/Traco" and outlined on Exhibit A attached to that certain Lease between the parties hereto bearing even date herewith (hereinafter referred to as the "Leased Premises"), together with all appurtenances and the rights granted with respect to the Common Facilities. The entire tract of land shown on said Exhibit A, of which the Leased Premises is a part, is legally described on Exhibit AA hereto attached (said entire tract of land, any additions thereto and all improvements existing or constructed thereon are hereinafter referred to as the "Shopping Center") and is located at the northeast corner of Spaul Road and Palatine Road

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The term shall begin approximately September 1, 1991, and shall end approximately September 1, 2011 subject to all of the terms, conditions, provisions and covenants contained in that certain Lease between the parties hereto bearing even date herewith which are incorporated herein by reference; among said terms, conditions, provisions and covenants are the following:

Section 2.2. Options. Lessor shall have the options to seven (7) successive extensions of the term of this lease for five (5) full lease years with respect to each such option, subject to the terms, covenants and provisions of this Lease. Lessee may exercise each said option by giving Lessor written notice thereof no less than eight (8) ~~but (4)~~ months prior to the beginning of each such period of extension. The word "term" whenever used herein shall mean the original term and any extensions thereof unless the context otherwise requires.

COOK COUNTY, ILLINOIS

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Box 416

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ARTICLE 6. USE, ALTERATIONS AND FIXTURES

Subject to Sections 12.19 and 12.24,

Section 6.1. Use. / the Leased Premises may be used for any lawful purpose. Lessor hereby grants to Lessee, its employees and invitees, without charge, the right to use in common with others entitled to similar use thereof, all of the Common Facilities, and the exclusive right to use that portion of the service areas, if any, including loading and unloading facilities, designed for use with the building on the Leased Premises. Lessor shall not grant any rights with respect to the Common Facilities or permit the use thereof by any persons other than the tenants and occupants of the Shopping Center, their employees and invitees. Lessor may use reasonable portions of the sidewalk abutting the Leased Premises for the ~~installation of public telephones, storage of shopping carts, and the display and sale of merchandise.~~* Lessor shall (i) provide all of the Common Facilities for such use at all times, except during reasonable periods of time required to provide necessary maintenance or repairs, and shall not change the Common Facilities in any manner without the prior written consent of Lessee, and (ii) require all tenants and occupants of the Shopping Center and their employees to park their automobiles in a portion of the parking area designated for such purpose, which area shall be located in the part of the Shopping Center least likely to be used by the customers of Lessee and other tenants and occupants of the Shopping Center. Lessee agrees to sweep and remove debris from that portion of the service areas, which it has an exclusive right to use and from the areas outlined in orange on Exhibit A hereto and those portions of the sidewalk adjacent to the Leased Premises during periods of use by Lessee; and notwithstanding the foregoing provisions of this Section 6.1, Lessor may without Lessee's consent close portions of the Common Facilities from time to time for reasonable periods, but only for the purpose of preventing a dedication thereof or the accrual of prescriptive rights of any person or of the public therein. Provided Lessor complies with the parking ratio required by the terms of this Lease, Lessor may make minor changes to the parking located in the area outlined in yellow on Exhibit A and changes in the landscaping in the Common Facilities, such as replacement of plants, etc. Lessor may also make any changes in the Common Facilities as may be required by governmental laws and regulations.

* provided, however, the sidewalk abutting the Leased Premises may be used for promotional sales purposes for only two periods each year of one weeks' duration with respect to each period. During such times as Lessee is using the sidewalk for promotional sales purposes, Lessee shall arrange its merchandise and goods on the sidewalk in order to allow for a five foot clear area for pedestrian traffic. That portion of the parking lot outlined in orange on Exhibit A hereto may be used for garden sales once each year for a period not to exceed two (2) months. Truck sales in the parking lot will not be permitted unless Lessor consents to such sales in advance.

RIDER ATTACHED TO AND MADE A PART OF/LEASE DATED _____

MEMORANDUM OF

This/LEASE is executed by LA SALLE NATIONAL TRUST, N.A., 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 10-1-61 and known as Trust No. 28684 at LA SALLE NATIONAL TRUST, N.A., 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 the owner of any indebtedness or liability accepting 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 naked legal title to the property 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 business which is carried on upon such premises. Trustee does not warrant, indemnify, defend title nor is it responsible for any environmental damage.

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Section 12.6. Exclusives. Lessor covenants that no store premises, nor any part thereof, in the Shopping Center, other than the Leased Premises, shall be used or occupied for the retail selling of food of any kind (other than bakery goods) for consumption off the premises nor for the operation of a prescription pharmacy, nor for the selling of alcoholic liquor in package form, including without limitation beer, wine and ale. The foregoing covenants shall run with the land comprising the Shopping Center. In the event of a breach or threatened breach of said covenant, Lessee shall be entitled to injunctive relief and any other appropriate remedy.

Notwithstanding the foregoing, the operation of any one or more of the following shall not be construed as a violation of the foregoing exclusive:

- (a) the operation of a restaurant (other than a banquet hall) selling food intended for consumption off or on the premises or any combination of the foregoing; and
- (b) the use of not more than eight thousand five hundred (8,500) square feet of floor area in the Shopping Center in the aggregate for (i) a store selling ready-to-eat carry-out food, (ii) a health food store, (iii) a candy store (iv) an ice cream/yogurt store and/or (v) a store selling bulk food (non-prepacked such as a "Home Economics").

Section 12.19. Limitation of Use. Lessor covenants that no premises nor part thereof in the Shopping Center shall be used or occupied for a health spa or fitness center, tavern, banquet hall, library, off-track betting facility, medical clinic (provided that the use of the building outlined in blue on Exhibit A hereto for medical or health care services shall not be deemed a medical clinic), school, playhouse, movie theater, night club, car rental agency, adult bookstore, bowling alley, pool hall, electronic game or amusement store (such as, but not by way of limitation, pinball arcades or stores primarily providing amusement machines for use by the general public, discos, musical/dance reviews, adult bookstores, topless/nude shows) or massage parlor. Lessee covenants and agrees that provided no other premises or part thereof in the Shopping Center is used or occupied for any of the uses described in the preceding sentence, it will not use or occupy or permit the use or occupancy of the Leased Premises for any of such uses.

IN WITNESS WHEREOF, the parties hereto have executed and affixed their respective seals to this Lease as of the day and year first above written.

Trustee's Execution Under Attached Hereto And Made A Part Hereof

LaSalle National Trust, N.A.,
as Trustee aforesaid and not personally

By [Signature]
President

Attest [Signature]
Secretary

LESSOR

JEWEL COMPANIES, INC

By [Signature]
Vice President

Attest [Signature]
Assistant Secretary

LESSEE

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EXHIBIT AA

LEGAL DESCRIPTION--

North Point Shopping Center

Lot 1 of Northgate Shopping Center Subdivision of Part of the East 1/2 of the South West 1/4 of Section 17, Township 42 North, Range 11 East of the Third Principal Meridian, In Cook County, Illinois.

EXCEPT

That part of Lot 1 of Northgate Shopping Center Subdivision, being a 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, 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 degree 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 centerline of Rand Road, South 48 degrees 24 minutes 05 seconds East, a distance of 389.47 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 Nos.: 03-17-301-014
03-17-301-017
03-17-301-020
03-17-301-021
03-17-301-022

Address: Northeast Corner of Road 4, Relative Roads,
Arlington Heights

Prepared by: [Signature]
Reviewed by: [Signature]
203 N. LaSalle, Chicago
Allen R. Klein

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UNOFFICIAL COPY

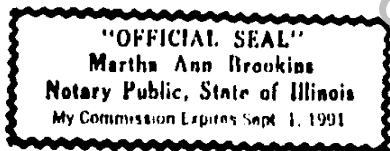
ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Martha Ann Brookins a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Corinna Bok personally known to me to be the 1st Vice President of LaSalle National Trust N.A. and Dorothy Collins personally known to me to be the 1st Secretary of said corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument of writing as 1st Vice President and 1st Secretary of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6th day of August, 1990.

My Commission expires:



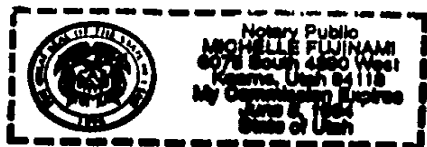
Martha Ann Brookins
Notary Public

STATE OF Utah)
) SS.
COUNTY OF Salt Lake)

I, Michelle Fujinami a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Jack Hunt personally known to me to be the Vice President of Kwik Companies, Inc. and Arald I. [unclear] personally known to me to be the 1st Secretary of said corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument of writing as Vice President and 1st Secretary of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 15th day of August, 1990.

My Commission expires: 6/2/94



Michelle Fujinami
Notary Public

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