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COOK COUNTY, ILLINOIS  
CLERK OF RECORD

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4.2 Tenant shall have the right, at its election, to extend the original term of this lease, to extend the original term, or the original term as it may have been previously extended, for an extension period of a fraction of a year ending upon the January 1st next following the expiration of the original term, or the original term as previously extended, as the case may be, (herein referred to as "the Extra Period") provided that Tenant shall give Landlord notice of its exercise of its election at least six (6) months prior to the expiration of the original term, or the original term as previously extended, as the case may be. The expression "the original term" means the period described in Section 4.1 as the original term. Prior to the exercise by Tenant of any of said elections under this Section 4.2 to extend the original term, the expression "the term of this lease" shall mean the original term; after the exercise by Tenant of any of said elections, the expression "the term of this lease" shall mean the original term as it may have been then extended, except as expressly otherwise provided in this lease, all the agreements and conditions in this lease contained shall apply to the period or

4.1 The original term of this lease shall be a period of twenty (20) years and a fraction of a month commencing on "the Commencement Date" (hereinafter defined), and terminating on the last day of the month in which the twentieth (20th) anniversary of the Commencement Date occurs except, however, that if the Commencement Date shall be a day of a calendar month then the period of twenty (20) years commencing on the Commencement Date and terminating on the twentieth (20th) anniversary thereof.

3.1 Intentionally Omitted.

2.1 The Demised Premises are demised subject to, and with the benefit of, the easements, rights, restrictions, agreements and encumbrances set forth in Schedule B attached hereto.

THIS MEMORANDUM OF LEASE dated March 19, 1990 between American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated June 2, 1988 and known as Trust Number 10595-08, as Landlord, (hereinafter referred to as "Landlord"), having a mailing address of 1390 East Harvard Avenue, Suite 190, Aurora, Colorado 80014, and Waban Inc., a Delaware corporation, as tenant, (hereinafter referred to as "Tenant"), having a mailing address of P.O. Box 3000, One Mercer Road, Natick, Massachusetts 01760, Attn: Vice President -- Real Estate.

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20.1 Said lease is executed by American National Bank and Trust Company of Chicago, not personally but as Trustee, as aforesaid, in the exercise of 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 June 2, 1988 and known as Trust Number 10595-08. It is expressly understood and agreed that nothing herein or in said lease contained shall be construed as creating any liability

5.1 Reference is made to lease of even date herewith, of the aforementioned premises executed by the parties hereto. The provisions of said lease between Landlord and Tenant are hereby made a part hereof and incorporated herein by reference.

Delivery to Tenant of a temporary certificate of occupancy shall be deemed compliance with the immediately preceding clause (3) of this Section. Landlord shall thereafter proceed with all due diligence to obtain and deliver to Tenant an unconditional, final and permanent certificate of occupancy for the Demised Premises. Notwithstanding anything in this lease contained to the contrary, if the Demised Premises shall be formally opened for business with customers prior to the commencement Date determined as above provided, such date of formal opening shall be the Commencement Date.

(5) August 15, 1990.

(1) the nineteenth (90th) day after Landlord shall have delivered to Tenant all of the fully executed and acknowledged instruments referred to in Paragraph 11 of Schedule B; and

(3) the twentieth (20th) day after Landlord shall deliver to Tenant a certificate of occupancy (or its equivalent), if the same shall be issuable in accordance with local law or custom;

(2) the sixteenth (60th) day after "the fixture day" (as hereinafter defined):

(1) the forty-fifth (45th) day after both the completion of Landlord's construction work and the receipt by Tenant of notice thereof from Landlord;

4.3 An "Opening Day" shall be any Monday through Friday (except legal holidays) between February 1 and the following September 30. The "Commencement Date" shall be the first Opening Day after the later to occur of the following dates:

periods to which the original term shall be extended, as aforesaid. If Tenant shall give notice of the exercise of an election under this Section 4.2 in the manner and within the time provided aforesaid, the term shall be extended upon the giving of such notice without the requirement of any action on the part of Landlord. If the term of this lease shall expire or be terminated, Tenant shall not thereafter have the right to exercise any election under this Section 4.2 not theretofore exercised.

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IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Lease to be executed

Notwithstanding in this Article XX shall be a bar to any injunctive relief or remedy otherwise available to Tenant. Nothing in this Article XX shall be controlling. shall be controlling. Trustees, the exculpatory provisions of this Article liability or obligation resulting upon said said lease, or any question or apartment or claimed terms of this Article XX and other provisions of under them. In the event of conflict between the assigns, and all parties claiming by through or parties hereto, their respective successors and shall extend to and inure for the benefit of the being hereby expressly waived; and this agreement individually, all such personal liability, if any, American National Bank and Trust Company of Chicago or right of reimbursement be asserted against the reach; and in no case shall any claim of liability 105595-08 from time to time, so far as the same may proceeds therefrom held under Trust Number out of the trust estate and the rents, issues and be only a right or reimbursement in favor of Tenant any, on the part of Landlord shall be construed to instrument or the relationship of Tenant/Landlord arising in any way out of the execution of this including without limitation, attorneys' fees, penalties, damages or expenses of any nature, Landlord for any costs, claims, loss, fines, to be indemnified, saved harmless, or reimbursed by lease contain any reference to the right of Tenant that whenever and wherever the provisions of said it is further agreed by the parties hereto

It is further agreed by the parties hereto that whenever and wherever the provisions of said lease contain any reference to the right of Tenant to be indemnified, saved harmless, or reimbursed by Landlord for any costs, claims, loss, fines, penalties, damages or expenses of any nature, including without limitation, attorneys' fees, arising in any way out of the execution of this instrument or the relationship of Tenant/Landlord under this instrument, then such obligation, if any, on the part of Landlord shall be construed to be only a right or reimbursement in favor of Tenant out of the trust estate and the rents, issues and proceeds therefrom held under Trust Number 105595-08 from time to time, so far as the same may reach; and in no case shall any claim of liability or right of reimbursement be asserted against the American National Bank and Trust Company of Chicago individually, all such personal liability, if any, being hereby expressly waived; and this agreement shall extend to and inure for the benefit of the parties hereto, their respective successors and assigns, and all parties claiming by through or under them. In the event of conflict between the terms of this Article XX and other provisions of said lease, or any question or apartment or claimed liability or obligation resulting upon said Trustees, the exculpatory provisions of this Article shall be controlling.

whatsoever against said Trustee personally, and in particular without limiting the generality of the foregoing, there shall be no personal liability of said Trustee to pay any indebtedness accruing hereunder or to perform any covenant, 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 Tenant, and by any person now or hereafter claiming any right or security hereunder; and that so far as said Trustee is concerned the owner of any indebtedness or liability accruing hereunder shall look solely to the Shopping Center for the payment thereof and the rents, issues and proceeds therefrom. 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 said lease, assumes no responsibility for (1) the management or control of the Shopping Center, (2) the upkeep, inspection, maintenance or repair of the Shopping Center, (3) the collection of rents or the rental of the Shopping Center, or (4) the conduct of any business which is carried on or upon the Demised Premises.

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RITA CHANNELL, NOTARY PUBLIC  
MY COMMISSION EXPIRES  
AUGUST 21 1993

My commission expires:

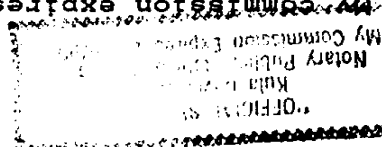
Rita Channel  
Rita Channel, Notary Public

The foregoing instrument was acknowledged before me this  
15 day of June, 1990, by John F. Levy and  
George Freeman, President and Vice President, respectively, of  
Maban Inc., a Delaware corporation, on behalf of the corporation.

COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF Middlesex )

My commission expires:

[Signature]  
Notary Public



The foregoing instrument was acknowledged before me this  
day of MAY 7 4 1990, 1990, by  
Assistant Vice President of American National Bank and Trust  
Company of Chicago.

STATE OF ILLINOIS )  
COUNTY OF )  
SS. )

This instrument was prepared by Bernard N. Borman, Esq., 101  
Federal Street, Floor 26, Boston, Massachusetts 02110.

47333

George Freeman,  
Vice President

By [Signature]

By John F. Levy, President

[Signature]

WABAN INC.

WITNESSES AS TO BOTH:

Assistant Secretary

[Signature]  
Attest:

Assistant Vice President

By [Signature]

AMERICAN NATIONAL BANK  
AND TRUST COMPANY OF CHICAGO,  
Trustee

WITNESSES AS TO BOTH:

[Signature]

[Signature]

under seal as of the day and year first above  
written.

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10-30-115-016  
10-30-107-022  
10-30-107-018

CIVIC CENTER  
SHOPPING CENTER  
WAUKESGA ROAD  
NORTH SIDE  
COUNCIL OF OAKTON  
57 WASHINGTON  
ROAD 2121

EXCEPTING THE FOLLOWING DESCRIBED TRACT (HEREIN REFERRED TO AS THE "VILLAGE SITE"); BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION 30, AT ITS INTERSECTION WITH THE EASTERN LINE OF CHICAGO AND LITTLE FORT ROAD (ALSO KNOWN AS WAUKESGA ROAD); THENCE EAST ALONG SAID NORTH LINE 445.21 FEET TO A POINT 1212.17 FEET WEST OF THE EAST LINE OF THE NORTH WEST QUARTER OF SAID SECTION 30; THENCE SOUTH ALONG A LINE PARALLEL WITH SAID EAST LINE OF SAID NORTH WEST QUARTER, 724.74 FEET; THENCE WEST AT RIGHT ANGLES TO LAST DESCRIBED LINE 523.33 FEET, MORE OR LESS TO THE EAST LINE OF SAID CHICAGO AND LITTLE FORT ROAD (ALSO KNOWN AS WAUKESGA ROAD); THENCE IN A NORTHEASTERLY DIRECTION ALONG SAID EASTERLY LINE OF CHICAGO AND LITTLE FORT ROAD (ALSO KNOWN AS WAUKESGA ROAD) 716.21 FEET TO THE PLACE OF BEGINNING IN COOK COUNTY, ILLINOIS.

A TRACT OF LAND IN THE NORTH WEST QUARTER OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS, BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION 30, AT ITS INTERSECTION WITH THE EASTERLY LINE OF CHICAGO AND LITTLE FORT ROAD (ALSO KNOWN AS WAUKESGA ROAD); THENCE EAST ALONG SAID NORTH LINE 445.21 FEET TO A POINT 1212.17 FEET WEST OF THE EAST LINE OF THE NORTH WEST QUARTER OF SAID SECTION 30; THENCE SOUTH ALONG A LINE PARALLEL WITH SAID EAST LINE OF SAID NORTH WEST QUARTER, 651.69 FEET; THENCE EAST ALONG A LINE PARALLEL WITH THE NORTH LINE OF THE NORTH WEST QUARTER 393.88 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF THE NORTH WEST QUARTER, 1104.74 FEET TO A POINT WHICH IS 13.87 CHAINS AS MEASURED AT RIGHT ANGLES THERETO; THENCE WEST PARALLEL TO SAID SOUTH LINE 1005.48 FEET TO A POINT ON THE EAST LINE OF SAID CHICAGO AND LITTLE FORT ROAD (ALSO KNOWN AS WAUKESGA ROAD); THENCE NORTHERLY 141.97 FEET TO A BEND IN SAID ROAD; THENCE AND CONTINUING IN A NORTHEASTERLY DIRECTION ALONG SAID EASTERLY LINE OF CHICAGO AND LITTLE FORT ROAD (ALSO KNOWN AS WAUKESGA ROAD) 1638.43 FEET MORE OR LESS TO THE PLACE OF BEGINNING.

The Demised Premises are situated within the so-called Civic Center Plaza Shopping Center, to be constructed by Landlord, as herein provided, on Waukegan Road near the southeastern corner of the intersection of Oakton Street and Waukegan Road (herein collectively referred to as "the Main Streets") in Niles, Illinois. The "Shopping Center" (as defined herein) are the land, together with the buildings and other structures from time to time thereon, shown on the Lease Plan, and is more particularly described as follows:

The Demised Premises shall consist of a one-story building, (the "Building"), to be constructed by Landlord as herein provided, containing one hundred four thousand seven hundred ten (104,710) square feet of floor area, having a frontage and width of four hundred twenty one (421) feet four (4) inches and other dimensions as shown upon the plan attached hereto ("the Lease Plan"), and a mezzanine containing one thousand five hundred ninety-one (1,591) square feet of floor area and are the premises within the shopping center referred to hereinbelow labelled BUILDING H on the Lease Plan. In addition, Tenant shall have the exclusive right to use certain service areas shown as OUTDOOR SERVICE AREA upon the Lease Plan adjacent to the Demised Premises which contain a compactor pad ("the Outdoor Area"). Landlord agrees that the name of the Shopping Center shall not contain the tradename of any business operated in the Shopping Center.

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LEASE PLAN IS NOT ATTACHED HERETO BUT MAY BE EXAMINED AT THE  
OFFICE OF THE TENANT AT ONE MERCER ROAD, NADICK, MASSACHUSETTS.

LEASE PLAN

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1. No buildings, signs or structures other than canopies attached to store buildings, lighting equipment and directional and other signs permitted by the provisions of said lease may be built in any area of the Shopping Center other than in the areas shown on the Lease Plan as building areas. Each area labeled as an "Out Parcel" or collectively as the "Out Parcels". Each area shown upon the Lease Plan as building area, and all of each Out Parcel, which does not contain buildings as of the commencement Date shall prior thereto be left in its natural state or be paved and marked as parking areas, and driveways and walkways incidental thereto, (in accordance with the plans and specifications for construction of parking areas pursuant to Schedule C) and included in the expression "Parking Areas" (as defined in Paragraph 2 of this Schedule B) for all purposes of said lease, until such time as Landlord shall thereafter commence construction of buildings therein. No building or other structure upon the area respectively labeled BUILDING A, BUILDING B or BUILDING C upon the Lease Plan shall be more than one story in height and no sign upon any of said areas shall be above the roof line of the building thereon, as the case may be.

2. The areas of the Shopping Center shown on the Lease Plan as parking areas shall at all times be maintained as Parking Areas. The expression "Parking Areas" means parking spaces and driveways and footways and includes the areas shown as parking areas on the Lease Plan plus such other areas as Landlord shall from time to time designate as Parking Areas. The areas marked "SERVICE" upon the Lease Plan, excepting reasonable areas adjacent to service doors, shall be maintained during the term hereof as service roads and areas (the "Service Areas"). The Parking Areas, the Service Areas, and the entrances and exits of the Shopping Center plus the lighting system and the drainage system servicing the same, plus all directional signs, plus any land-escaped areas within the Shopping Center plus any other common facilities in the Shopping Center are called "the Common Areas" subject to Article XI of said lease, Landlord agrees that at all times there will be free and uninterrupted access as shown on the Lease Plan (f) for motor vehicles between each of the Main Streets and the Parking Areas and the service doors of the Demised Premises as shown upon the Lease Plan except that the Village Road (defined in Paragraph 13(B)) may be relocated provided that the Village Road shall run in a straight line between the Shopping Center and Oakton Street, and (ii) for pedestrians between the Parking Areas and the Demised Premises. The parking spaces, driveways and footways in the Common Areas, the entrances and exits of the Common Areas, the lighting system servicing the Common Areas and the traffic flow pattern of the Common Areas shall not be changed from the layout thereof shown upon the Lease Plan, without the consent of Tenant, which consent shall not be unreasonably withheld. If any highway median strip cross-over now existing near the Shopping Center shall be relocated, or if the installation of a highway median strip hereafter shall include a cross-over near the Shopping Center, then Landlord shall, if permitted by applicable public authorities and subject to Tenant's approval, make such relocation of the entrances, exits and driveways of the Shopping Center as shall be reasonably necessary to conform the same to the new median strip cross-over. Subject to Article XI of said lease, Landlord agrees



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that the Parking Areas within the Shopping Center will always contain at least five (5) parking spaces for so-called standard size American automobiles, and driveways and footways incidental thereto, for each one thousand (1,000) square feet of all floor area in the Shopping Center.

3. (A) "Landlord's Construction Work", as defined in Section 3.1, shall include the construction by Landlord of a Shopping Center identification sign, including without limitation, the pylons, the Shopping Center identification sign, the base, the utilities service therefor and all other appurtenances thereto, all collectively herein referred to as "the Waukegan Pylon Sign". The location of the Waukegan Pylon Sign shall be as shown therefor upon the Lease Plan. Tenant shall have the right to install, and thereafter to maintain, its double-faced identification sign containing one hundred four (104) square feet of sign surface area on each face thereof, and all appurtenances thereto, upon the Waukegan Pylon Sign. Landlord agrees that no other lessees in the Shopping Center or any other persons shall have any identification or other advertising or ornamentation upon the Waukegan Pylon Sign except Tenant and except that the lessee under the Supermarket Lease (defined in Paragraph 4(G)) or, in lieu thereof, one (1) subtenant thereof may have its double-faced identification sign upon the Waukegan Pylon Sign immediately above and no larger than Tenant's sign thereon and except that one (1) concessionaire of such lessee may also have its identification sign in the same space upon the Waukegan Pylon Sign for such lessee and except that other operators of stores in the Shopping Center may have their respective double-faced identification signs thereon as shown upon the Permanent Pylon Sign Drawing (listed in Schedule C) and positioned below Tenant's sign thereon. No other signs, panels, identification or ornamentation shall be upon the Waukegan Pylon Sign except as expressly permitted under this Section (A), as aforesaid. No other occupant of space within the Shopping Center shall have any greater rights than Tenant with respect to identification signs or use of the Common Areas. Landlord agrees that the Waukegan Pylon Sign shall be sufficient in size, height and structural strength for installation of Tenant's sign thereon. The Waukegan Pylon Sign shall conform to the Permanent Pylon Sign Drawing (listed in Schedule C).

(B) "Landlord's Construction Work", as defined in Section 3.1, shall include the construction by Landlord of a temporary Shopping Center identification sign, including without limitation, the sign poles, the sign poles, the Shopping Center identification sign, the base, the utilities service therefor and all other appurtenances thereto, all collectively herein referred to as "the Oaktown Pylon Sign". The location of the Oaktown Pylon Sign shall be within ten (10) feet of Oaktown Street. Landlord shall have the right to replace such temporary Oaktown Pylon Sign with a permanent pylon sign, in which event all references herein to the Oaktown Pylon Sign shall thereafter mean such permanent pylon sign and all appurtenances thereto. Each of Tenant and the lessee under the Supermarket Lease or, in lieu thereof, one (1) subtenant thereof may have its identification sign upon the Oaktown Pylon Sign, such signs to be of equal size, with Tenant's below, and no other signs, panels, identification, or ornamentation shall be upon the Oaktown Pylon Sign and except that one (1) concessionaire of such lessee may also have its identification sign in the same space upon the Oaktown Pylon Sign for such lessee and except that if Tenant shall be permitted by law to have at least fifty (50) square feet of sign surface on each of both faces of its sign thereon then one (1) additional operator of a store containing at least twenty thousand (20,000) square feet of ground floor area in the Shopping Center may have its identification sign upon the Oaktown Pylon Sign below, and no larger than, Tenant's sign thereon. Landlord agrees that the Oaktown Pylon Sign shall be sufficient in size, height and structural strength for installation of Tenant's sign thereon. The temporary Oaktown

Pylon Sign shall conform to the Temporary Pylon Sign Drawing and the permanent Pylon Sign shall conform to the Permanent Pylon Sign Drawing (both listed in Schedule C). The Waukegan Pylon Sign and the Oakton Pylon Sign are sometimes herein collectively referred to as "the Pylon Signs".

4. (A) Landlord agrees that as long as a so-called whole-sale club (as defined by the trade from time to time) is operated in the Demised Premises, and for a period of nine (9) months thereafter, no other premises in the Shopping Center shall be used for the operation of a so-called wholesale club (as defined by the trade from time to time). Landlord agrees that as long as any sales activity is conducted in the Demised Premises, and for a period of nine (9) months thereafter, no other premises in the Shopping Center shall be used (i) for any industrial or residential purposes or for a non-retail warehouse or (ii) for a restaurant which contains any bar or for a cinema, theater, skating rink, bowling alley, bar, nightclub, discotheque, dance hall, beer hall, banquet hall, carnival, circus, amusement gallery, game room, poolroom, billiard room, health club, massage parlor, health spa or studio, gymnasium or off-track betting facility, or any entertainment, amusement or recreational facility the use of which by any patron would be expected to regularly exceed ninety (90) minutes, or for any so-called adult bookstore or other business or activity appealing to pornographic interests or selling or displaying pornographic or obscene materials. Notwithstanding the immediately preceding sentence, in addition to the uses permitted in the premises demised by the Supermarket Lease (defined in Section (G) below) under the first sentence of Section 10.1 of the Supermarket Lease set forth in Schedule B, the Shopping Center may contain (i) one (1) video cassette rental/sales store which does not sell, rent or display pornographic or obscene films except for adult films which are incidental to its principal business, and (ii) two (2) restaurants each with one, and only one, bar, which bar shall not exceed fifteen (15) feet in length and each of which restaurants with a bar shall not be situated within two hundred (200) feet of the Demised Premises and shall be subject to the limitation imposed under Section (I) of this Paragraph 4 and one of which restaurants shall not sell any alcoholic beverages except beer and wine. Landlord agrees that, so long as offices are restricted under the Supermarket Lease (defined in Section (G) below), the Shopping Center, other than the Supermarket Space (defined in Section (G) below) and the Demised Premises, shall not be used for offices except for offices incidental to the principal use of a business and offices not exceeding a combined total of five thousand (5,000) square feet of floor area.

(C) For purposes of this Paragraph 4 and Section 19.7, banks and other financial institutions, and service shops customarily found in shopping centers in the Chicago Standard Metropolitan Area from time to time such as beauty salons, barber-shops, shoe repair shops and travel agencies, and gasoline stations and automotive services shall be deemed retail activity which constitutes a nuisance within the Common Areas or the Demised Premises.

(E) Landlord agrees that no other premises in the Shopping Center shall be used for any purpose which produces, or is accompanied by, any noise, litter, dust, odor, smoke, fumes or activity which constitutes a nuisance within the Common Areas or the Demised Premises.

(F) Tenant agrees that the Demised Premises, and Landlord agrees that the Shopping Center, shall not be used for the sale of new or used automobiles, trucks or other motor vehicles, or for any commercial laundry (but this shall not preclude a dry cleaners operated in conformance with all applicable laws), veterinary hospital or funeral parlor.

(G) Reference is made to lease dated June 3, 1988, between Landlord and Dominick's Finer Foods, Inc. (the "Supermarket Lease") of other premises in the Shopping Center ("the

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Supermarket Space"), as heretofore amended. So long as the sale of alcoholic liquors in package form, including without limitation, beer, wine and ale, shall be restricted under the Supermarket Lease to the Supermarket Space and one other liquor license in the Shopping Center, Landlord agrees that no other premises in the Shopping Center shall be used for the sale of such liquors except the Supermarket Space and the Demised Premises without the consent of the tenant under the Supermarket Lease. Section (A) of this Paragraph 4 shall not be applicable to the premises demised under the Supermarket Lease during the term of the Supermarket Lease.

(H) Landlord agrees that, so long as restaurants are restricted under the Supermarket Lease, not more than four thousand (4,000) square feet of floor area in the Shopping Center (other than the Supermarket Space and the Out Parcels) shall be used for restaurants.

5. Tenant and all persons having business with Tenant shall have the right to use, in common with all other occupants of the Shopping Center and all persons having business with such other occupants, without charge, all Common Areas of the Shopping Center, for parking and access in connection with business in the Shopping Center and for no other purposes.

6. Except as required under any instrument listed in Paragraph 12 of said lease, Landlord agrees that no land adjacent to the Shopping Center shall be integrated with the Shopping Center and that no persons shall have any rights in the Common Areas other than occupants of the Shopping Center and persons having business with such occupants. If any persons having business upon any other land adjacent to or near the Shopping Center shall use the Common Areas other than as required under any instrument listed in Paragraph 12 of said lease, Landlord shall, upon request of Tenant, erect and maintain a fence along that boundary or boundaries of the Shopping Center which abut or are closest to such other land, to prevent motor vehicles and pedestrians from crossing said boundary.

7. - 12. Intentionally Omitted

13. (A) Reference is made to Redevelopment Agreement dated June 7, 1988 between the Village of Niles, Illinois ("Village") and Landlord, a Memorandum of which was recorded August 2, 1988 as Document 888346505 and filed August 2, 1988 as Document LR3728361 as amended by undated First Amendment and Second Amendment to Redevelopment Agreement dated January 3, 1990 (the "RDA"), with respect to the Shopping Center and other premises therein and herein referred to as the "Village Site." Landlord warrants and represents to Tenant that construction and use of the Demised Premises, the Outdoor Areas, the Common Areas and the Pylon Signs as described in Sections 3.1 and 4.4 and in Schedules A and B and as shown upon the Lease Plan is permitted under the RDA. Landlord shall use its best efforts to enforce the provisions of paragraph 5(b) of the RDA. In the event of any inconsistency between the RDA and said lease (a) as between the parties hereto and all such persons, the provisions of said lease shall prevail, and (b) if any right(s) of Tenant under said lease are disturbed and/or interfered with by any person exercising any rights or privileges under the RDA, the same shall be deemed a default by Landlord under said lease, including without limitation, Section 18.7 hereof, and Tenant shall have all rights and remedies with respect thereto as Tenant would have with respect to any other default by Landlord under said lease.

(B) Landlord agrees that Tenant, and all persons having business with Tenant, shall have the right to use, in common with others entitled to use the same, the asphalt roadway upon the Village Site between the Shopping Center and Oakton

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Street (the "Village Road") existing on the date hereof for access between the Common Areas and Oakton Street by motor vehicles and on foot. Landlord agrees that the Village Road shall at all times be kept in good repair and condition and snow and ice to the extent required by the business operations of the Demised Premises and otherwise in the same condition required for the Common Areas under Paragraph 8. Landlord agrees that the location of the Village Road shall remain as existing on the date hereof except that the Village Road may be relocated provided that the Village Road shall run in a straight line between the Shopping Center and Oakton Street. Within a reasonable time after the date of said lease, and in no event later than ninety (90) days prior to the Commencement Date, Landlord shall obtain, and deliver to Tenant a counterpart original of an agreement, in recordable form, between the Village and Landlord, pursuant to Paragraph 28 of the RDA, creating easements over the Village Road, and containing all other provisions, as described in this Section (B).

(C) In the event of any default under the provisions of this Paragraph 13 or paragraph 5(B) of the RDA, or in the event any theater or cinema is operated upon the Village Site, Landlord shall, upon request of Tenant, erect a fence, or other suitable barrier, sufficient to prevent access between the Village Site and the Shopping Center, along the entire boundary between the Village Site and the Shopping Center, except for one-half (1/2) the Road. Tenant shall reimburse Landlord for one-half (1/2) the cost of constructing such fence or other barrier within twenty (20) days after receipt from Landlord of reasonable evidence of such cost. Thereafter, Landlord shall maintain such fence or other barrier in good condition and the cost thereof each year shall be included in computing the amount payable by Tenant pursuant to Paragraph 9 and subject to all of the terms and conditions therein contained.

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Secretary  
 Sarah M. Gallivan,  
 \_\_\_\_\_  
*Sarah M. Gallivan*

ATTEST:

I also certify that said vote has not been repeated or modified in any way and is still in full force and effect.

I, Sarah M. Gallivan, the Secretary of Waban Inc., a Delaware corporation, hereby certify that at a meeting of the Board of Directors of said corporation duly held on April 6, 1989, at which meeting a quorum of the Directors were present, upon motion duly made and seconded, it was unanimously

RESOLVED: That both (1) any one of Sumner L. Feldberg, John F. Levy, and Arthur F. Loewy ("Group A Officers") and (2) any one of Edward J. Weisberger, George Freeman, Arthur F. Loewy and John Brent ("Group B Officers") may sign, seal with the corporate seal, acknowledge and/or deliver, in the name of and on behalf of the company, any and all deeds, or other instruments of conveyance or transfer, granting, conveying or transferring real estate, any and all mortgages or pledges of real property, any and all notes secured by such mortgages or pledges of real property, any and all assignments, extensions, discharges or partial releases of mortgages or pledges of real property held by the company, any and all agreements or instruments relating to the acquisition of real estate, any and all leases, notices of lease, assignments, surrenders, terminations, extensions or renewals of leases of real estate, whether the company be named as landlord or as tenant, and all other agreements or instruments relating to real estate and all amendments of any of the foregoing, except only that no officer shall sign any document as both a Group A Officer and a Group B Officer; that the expression "real estate" as used herein includes any and all interests in real property; and that the act of both any one Group A Officer and any one Group B Officer in so signing, sealing with the corporate seal, acknowledging and/or delivering any of the aforesaid agreements or instruments may be relied upon by persons dealing with the Company as conclusive evidence of the authority of said officer or officers so acting.

SECRETARY'S CERTIFICATE

March 19, 1990