

Memorandum of Assignment and Assumption of Leases

This Memorandum of Assignment and Assumption of Leases dated this 11th day of September, 1998, between Goldblatt's Department Stores, Inc., an Illinois corporation, as Assignor ("Assignor") and T.J. Maxx of Illinois, Inc., an Illinois corporation ("Assignee").

WITNESSETH:

WHEREAS, LaSalle National Trust, N.A. Successor Trustee to LaSalle National Bank, as Trustee under Trust Agreement dated January 15, 1979, known as Trust No. 100497 (the "Landlord") demised and leased to Assignee as Tenant by Lease dated December 10, 1990 (the "Main Store Lease"), a Memorandum of which Lease was recorded January 29, 1991 as Document 91042636, certain premises located at 2600 N. Western Ave., Chicago, IL, as more particularly described on Exhibit A which is attached hereto and incorporated herein (the "Main Store Premises"); and for a term of years beginning December 31, 1990 and ending November 30, 2004 unless extended or sooner terminated as therein provided;

WHEREAS, Merritt Lipsky and Robert H. Lane (the "Supplementary Landlords") demised and leased to Assignee, by Supplementary Lease dated as of December 10, 1990, (the "Supplementary Lease"), a Memorandum of such Supplementary Lease was recorded January 29, 1991 as Document 91042637, certain premises located near the southwesterly corner of the intersection of West Schubert Avenue and North Western Avenue in Chicago, Illinois and as more particularly described on Exhibit B which is attached hereto and incorporated herein (the "Supplementary Premises") for a term of years beginning December 31, 1990 and ending November 30, 2004 unless extended or sooner terminated as therein provided; and

WHEREAS, the Main Store Lease and the Supplementary Lease shall herein be collectively referred to as the "Leases", and the Main Store Premises and the Supplementary Premises as the "Demised Premises"; and

WHEREAS, Assignee assigned the Leases to Assignor pursuant to an Assignment and Assumption of Leases dated January 11, 1991, a Memorandum of which is dated February 8, 1991 has been recorded on 2/19/91 as document 91-577613; and

1.1 In consideration of the rents, agreements and conditions herein reserved and contained on the part of Assignee to be paid, performed and observed Assignor does hereby assign all of its right, title and interest in, under and to the Leases to Assignee, for the term hereinafter set forth, the Demised Premises ("the Demised Premises").

TICOR TITLE INSURANCE

TICOR 409655

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1.2 The Effective Date of this Assignment and Assumption of Leases is

2.1 The original term of the Leases shall be a period of 13 years and a fraction of a year commencing upon "the Commencement Date" (hereinafter defined), and terminating upon November 30, 2004. If for any reason the term of the Supplementary Lease shall terminate simultaneously therewith.

2.2 Pursuant to the Leases so assigned, Tenant shall have the right, at its election, to extend the original term of the Leases or the original term as it may have been previously extended pursuant to the third sentence of this Section 2.2, an extension period of ten years commencing upon the expiration of the original term, or the original term as previously extended, provided that Tenant shall give Landlord and/or Supplementary Landlords notice of the exercise of its election at least 12 months prior to the expiration of the original term, or the original terms as previously extended, as the case may be. Tenant shall have the right, at its election, to extend the original term as previously extended pursuant to the provisions of this Section 2.2, 3 additional extension periods of five years each, each commencing upon the expiration of the original term as previously extended, provided that Tenant shall give Landlord and/or Supplementary Landlords notice of the exercise of its election at least 12 months prior to the expiration of the original term as previously extended. In addition, Tenant shall have the further right, at its election, to extend the original term or the original term as it may have been previously extended as aforesaid, an extension period of a fraction of a year ending upon the January 31st next following the expiration of the original term, or the original term as previously extended, as the case may be, provided that Tenant shall give Landlord and/or Supplementary Landlords notice of the exercise of its election at least 12 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 of the Main Store Lease as the original term. Prior to the exercise by Tenant of any of said elections to extend the original term, the expression "the term of the Leases" shall mean the original term; after the exercise by Tenant of any of the aforesaid elections, the expression "the term of the Leases" shall mean the original term as it may have been then extended. Except as expressly otherwise provided in the Leases, all the agreements and conditions in these Leases contained shall apply to the extension period or periods to which the original term shall be extended as aforesaid. If Tenant shall give notice of the exercise of an election in the manner and within the time provided aforesaid, the term shall be extended upon the giving of the notice without the requirement of any action on the part of the Landlord or the Supplementary Landlords. If Tenant shall fail to exercise any option of Tenant to extend the term of the Leases in the manner and within the time provided in the Leases for the exercise of such option, Tenant's right to exercise such option shall not cease unless Landlord and Supplementary Landlords, as applicable, shall give notice to Tenant of such failure on or after the last day upon which Tenant may exercise such option pursuant to the provisions of the Leases and

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until the fifteenth (15th) day after Tenant shall receive such notice of failure from said Landlords.

2.3 "The Commencement Date" shall be December 31, 1990.

3. Reference is made to the Assignment and Assumption of Leases, dated _____, of the aforementioned premises, executed by the parties hereto. The provisions of said Assignment between Assignor and Assignee are hereby made a part hereof and incorporated herein by reference.

4. This Memorandum may be executed simultaneously in several counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Assignment and Assumption of the Leases as of the day and year first above written.

GOLDBLATT'S DEPARTMENT STORES, INC.

By: 
Its: _____

T.J. MAXX OF ILLINOIS, INC.

By: _____
Jay H. Meltzer, Senior V.P.

By: _____
Donald G. Campbell, Senior Vice President of Finance

This instrument was prepared by Lisa A. Schwartz, Senior Attorney, TJX Companies, Inc., 770 Cochituate Road, Framingham, MA 01701.

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GOLDBLATT'S DEPARTMENT STORES, INC.

By: _____
Its: _____

T.J. MAXX OF ILLINOIS, INC.

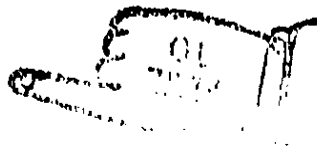
By: [Signature]
Jay M. Meltzer, Secretary

By: [Signature]
Steven Wishner
Treasurer

This instrument was prepared by Lisa A. Schwartz, Senior Attorney, IJX Companies, Inc., 770 Cochituate Road, Framingham, MA 01701.

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RETURN TO: JFS
TICOR TITLE INSURANCE
203 N. LaSALLE, STE. 1400
CHICAGO, IL 60601
RE: Box 15



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this _____ day of _____, 19____, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is a _____ of Goldblatt's Department Stores, Inc.; that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed, and attested to in behalf of said corporation by authority of its Board of Directors, and the aforesaid _____ acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto affixed my hand and official seal, in the County and State aforesaid.

Notary Public

My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS)
) SS
COUNTY OF MIDDLESEX)

On this 17th day of September, 1994, before me personally appeared Jay A. Smith, and Robert A. Smith, to me personally known, who, being by me duly sworn, did say that they are _____ Secretary and _____ Treasurer, respectfully of T.J. Maxx of Illinois, Inc.; that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed, and attested to in behalf of said corporation by authority, of its Board of Directors, and the aforesaid Jay A. Smith acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto affixed my hand and official seal, in the County and State aforesaid.

Christine Joseph
Notary Public

My Commission Expires:
10/26/2000

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

On this 1st day of January, 1997, before me personally appeared CLARENCE FARNAK, to me personally known, who, being by me duly sworn, did say that he is a V.P. of Goldblatt's Department Stores, Inc.; that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed, and attested to in behalf of said corporation by authority of its Board of Directors, and the aforesaid _____ acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto affixed my hand and official seal, in the County and State aforesaid.

PROPERTY OF COOK COUNTY CLERK'S OFFICE

"OFFICIAL SEAL"
 Darlene M. Wisneski
 Notary Public, State of Illinois
 My Commission Expires 04/28/98

Darlene M. Wisneski
 Notary Public

My Commission Expires:
4-28-98

COMMONWEALTH OF MASSACHUSETTS)
) SS
 COUNTY OF MIDDLESEX)

On this _____ day of _____, 1991, before me personally appeared _____, and _____, to me personally known, who, being by me duly sworn, did say that they are _____ President and _____ Secretary, respectfully of The TJX Companies, Inc.; that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed, and attested to in behalf of said corporation by authority, of its Board of Directors, and the aforesaid _____ acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto affixed my hand and official seal, in the County and State aforesaid.

 Notary Public

My Commission Expires:

EXHIBIT A

Legal Description of the Demised Premises

PARCEL 1:

LOTS 1 TO 8, BOTH INCLUSIVE, IN BLOCK 26 IN ALBERT CROSBY AND OTHERS SUBDIVISION OF THE EAST ½ OF THE SOUTH EAST ¼ OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 1, 2, 3 AND 4 IN DELAMATER'S RESUBDIVISION OF LOTS 24, 25 AND 26 IN BLOCK 26 IN ALBERT CROSBY AND OTHERS SUBDIVISION OF THE EAST ½ OF THE SOUTH EAST ¼ OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

VACATED ALLEYS IN BLOCK 26 IN CROSBY AND OTHERS SUBDIVISION AND VACATED PART OF ARTESIAN AVENUE, AS FOLLOWS:

ALL OF THE NORTH AND SOUTH 14 FOOT ALLEY LYING WEST OF AND ADJOINING THE WEST LINE OF LOTS 1 TO 6, BOTH INCLUSIVE, IN BLOCK 26 IN ALBERT CROSBY AND OTHERS SUBDIVISION OF THE EAST ½ OF THE SOUTH EAST ¼ OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF AND ADJOINING THE EAST LINE OF LOT 1 IN F. C. DELAMATER'S RESUBDIVISION OF LOTS 24, 25 AND 26 IN BLOCK 26 IN ALBERT CROSBY AND OTHERS SUBDIVISION, AFOREMENTIONED, AND NORTHEASTERLY OF AND ADJOINING THE SOUTHWESTERLY LINE OF SAID LOT 6 IN BLOCK 26 IN ALBERT CROSBY AND OTHERS SUBDIVISION, AFOREMENTIONED, PRODUCED NORTHWESTERLY TO THE SOUTHEAST CORNER OF SAID LOT 1 IN F. C. DELAMATER'S RESUBDIVISION, AFOREMENTIONED;

ALL OF THE NORTHWESTERLY AND SOUTHEASTERLY PUBLIC ALLEY LYING SOUTHWESTERLY OF AND ADJOINING THE SOUTHWESTERLY LINE OF LOTS 6, 7 AND 8 IN BLOCK 26 IN ALBERT CROSBY AND OTHERS SUBDIVISION, AFOREMENTIONED, LYING SOUTHWESTERLY OF AND ADJOINING THE

SOUTHWESTERLY LINE OF LOTS 1 TO 4, BOTH INCLUSIVE, IN F. C. DELAMATER'S RESUBDIVISION, AFOREMENTIONED, AND LYING SOUTHWESTERLY OF AND ADJOINING THE SOUTHWESTERLY LINE OF SAID LOT 6 IN BLOCK 26 IN ALBERT CROSBY AND OTHERS SUBDIVISION, AFOREMENTIONED, PRODUCED NORTHWESTERLY TO THE SOUTHEAST CORNER OF SAID LOT 1 IN F. C. DELAMATER'S RESUBDIVISION, AFOREMENTIONED, AND LYING NORTHEASTERLY OF AND ADJOINING THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY AND LYING NORTHWESTERLY OF AND ADJOINING THE EAST LINE OF LOT 8 IN BLOCK 26 IN ALBERT CROSBY AND OTHERS SUBDIVISION, AFOREMENTIONED, PRODUCED SOUTH TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY; ALSO

THAT PART OF NORTH ARTESIAN AVENUE LYING WEST OF AND ADJOINING THE WEST LINE OF LOTS 21 TO 24, BOTH INCLUSIVE, IN BLOCK 31 AND THE WEST LINE OF SAID LOT 21 PRODUCED SOUTH TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY; LYING EAST OF AND ADJOINING THE EAST LINE OF SAID LOT 8 AND THE EAST LINE OF SAID LOT 8 PRODUCED SOUTH TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY IN BLOCK 26 IN ALBERT CROSBY AND OTHERS SUBDIVISION, AFOREMENTIONED; AND LYING SOUTH OF THE NORTH 16 FEET OF SAID LOT 24 IN BLOCK 31 PRODUCED WEST TO THE EAST LINE OF SAID LOT 8 IN BLOCK 26, ALL IN ALBERT CROSBY AND OTHERS SUBDIVISION, AFOREMENTIONED, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOTS 1 TO 18, BOTH INCLUSIVE, LOT 20 (THE NORTH 16 FEET THEREOF BEING VACATED ALLEY), LOTS 21, 22, 23, 24 (EXCEPT THE NORTH 16 FEET IN SAID LOT 24); LOTS 25 TO 32, BOTH INCLUSIVE, ALSO THE VACATED NORTH AND SOUTH ALLEY LYING WEST OF AND ADJOINING SAID LOTS 10 TO 17 ON THE EAST AND LYING EAST OF AND ADJOINING SAID LOTS 20 TO 23 ON THE WEST; ALSO THE VACATED ALLEY SOUTHWESTERLY OF AND ADJOINING SAID LOTS 17, 18, 20 AND 21 AND EAST OF THE WEST LINE OF LOT 21 EXTENDED SOUTH AND SOUTHERLY OF SAID VACATED NORTH AND SOUTH ALLEY (EXCEPTING THEREFROM THAT PART OF LOTS 1 TO 18, BOTH INCLUSIVE, AND THAT PART OF THE VACATED ALLEY LYING SOUTHWESTERLY OF LOT 18, AFORESAID, LYING EAST OF A LINE 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SECTION 25); ALL IN BLOCK 31 IN ALBERT CROSBY AND OTHERS SUBDIVISION OF THE EAST $\frac{1}{2}$ OF THE SOUTH EAST $\frac{1}{4}$ OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THAT PART OF NORTH ARTESIAN AVENUE LYING EAST OF THE EAST LINE OF LOTS 1 TO 8, INCLUSIVE, IN BLOCK 26 LYING WEST OF THE WEST LINE OF LOTS 24 TO 32, INCLUSIVE, IN BLOCK 31; LYING NORTH OF THE NORTH LINE OF VACATED ARTESIAN AVENUE ACCORDING TO DOCUMENT NUMBER 13128328; AND LYING SOUTH OF THE SOUTH LINE OF WEST SCHUBERT AVENUE, ALL IN ALBERT CROSBY AND OTHERS SUBDIVISION OF THE EAST ¼ OF THE SOUTH EAST ¼ OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

ALL THAT PART OF THE 16 FOOT EAST-WEST ALLEY (ORIGINALLY DEDICATED ACCORDING TO DOCUMENT NUMBER 12158914); THE NORTH 16 FEET OF LOT 24 IN BLOCK 31 IN ALBERT CROSBY AND OTHERS SUBDIVISION, AFOREMENTIONED, IN COOK COUNTY, ILLINOIS.

PARCEL 7:

ALL THAT PART OF THE 16 FOOT NORTH-SOUTH ALLEY LYING WITHIN BLOCK 31 (BEING WEST OF THE WEST LINE OF LOTS 1 TO 9, INCLUSIVE) NORTH OF THE NORTH LINE OF VACATION DOCUMENT NUMBER 12158915) EAST OF THE EAST LINE OF LOT 32, INCLUSIVE; AND SOUTH OF THE SOUTH LINE OF WEST SCHUBERT AVENUE, IN ALBERT CROSBY AND OTHERS SUBDIVISION, AFORESAID, ALL IN COOK COUNTY, ILLINOIS.

Property Address: 2600 North Western Avenue
Chicago, Cook County, Illinois

Permanent Index Nos.:

- 13-25-414-001
- 13-25-414-002
- 13-25-414-003
- 13-25-414-004
- 13-25-414-005
- 13-25-414-010
- 13-25-414-011
- 13-25-414-012
- 13-25-415-001
- 13-25-415-002
- 13-25-415-003
- 13-25-415-004
- 13-25-415-005
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- 13-25-415-018
- 13-25-415-019
- 13-25-415-020
- 13-25-415-021
- 13-25-415-022
- 13-25-415-023
- 13-25-415-024

LOT 25 IN BLOCK 25 IN CROSBY AND OTHERS' SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 13-25-406-022

PROPERTY: VACANT LOT AT NORTHEAST CORNER OF SCHUBERT & CAMPBELL, CHICAGO

Property of Cook County Clerk's Office