RECITALS:

- Lessor and Lessee have entered into a certain lease dated J_{ij} "Lease"), whereby Lessor has leased to Lessee certain real property, together with all improvements thereon, outlined in red on the site plan attached hereto as Exhibit B and made a part hereof (the "Pramises"). The Premises are legally described on Exhibit A attached hereto and made a part hereof.
- The parties wish to give notice of the existence of the Lease.

NOW, THEREFORE, in consideration of \$1.00 and other good and valuable consideration, the receipt and adequacy whereof a schereby acknowledged, the parties hereto agree as follows:

- 1. Pursuant to the Lease, Lessor has demised and leased to Lessee, and Lessee has hired and taken from Lessor, the Premises
- The term of the Lease will commence on the earlier of (i) the day Lessee opens for business 2. with the public in the Premises, or (ii) the later of (a) one hundred twenty (120) days after the "Possession Date" (as defined in the Lease) or (t) the date on which all of the Lessor's work under Section 4.1 of the Lease has been completed by Lessor in accordance with all of the requirements of the Lease; and shall end on the last day of the tenth (10th) lease year, as defined in the Lease. Lessee has the right and privilege to extend the Lease for two (2) extension terms of five (5) lease years each.
- 3. The terms and conditions of the Lease are incorporated by reference into this Memorandum of Lease as if such terms were written out at length. In the event of a conflict between this Memorandum of Lease and the Lease, the terms and conditions of the Lease shall govern. For a complete statement of the rights, privileges and obligations created under and by the Lease, reference is hereby made to the Lease.

Lessee and Lessor have executed this Memorandum of Lease as of the Execution Date. LESSOR LESSEE

La Salle Bank, N. A., as Trustee Under Trust Agreement dated

December 30, 1995

and known as Trust No.

and not personally

17resident

ASSISTA

This instrument is executed by LASALLE BANK National Association, not personally but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by LASALLE BANK National Association are undertaken by it solely as Trustee, as aforesaid, and not individually and all statements herein made are made mation and belief and are to be construde accordingly, and no perby the caserted or be enforceable against LASALLE BANK bason of any of the ierms, provisions,

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2001-09-18 15:59:07

Cook County Recorder

C:\TEMP\Chicago2151WestDevonAvenueMemorandumLease2:ded

ACKNOWLEDGMENT

AOMIOTE	DOMERT
STATE OF TLLIOUIS	
COUNTY OF COOK)	
	Notary Public
STATE OF MBSOURY) Se. COUNTY St. Louis)	Commission Expiration Date: "OFFICIAL SEAL" MAUREEN CUNNEY NOTARY PUBLIC STATE OF ILLINOIS My Commission Expires 10/17/2004
On this 16th day of July 2001, before me, a Notary Public in and for said County, personally appeared <u>Lee Johnso</u> , to me personally known, who being by me duly sworn, did say that he/she is <u>Vice Pes, dent</u> of Moran Foods, Inc., and acknowledged the execution of the foregoing instrument to be the voluntary act and deed of said corporation by it voluntarily executed.	
Notary My Cor	Public Proder 7 24/02
This Instrument was drafted by: Moran Foods, Inc. 11840 Valley View Road Eden Prairie, MN, 55344, 3691	MINDY LEA BRODE & Notary Public - Notary See! STATE OF MISSOURI

JEFFERSON COUNTY

Return to: Hjorpis T. Bjorklund FIRST AMERICAN TITLE 1900 Midwest Plaza West 801 Nicollet Mall Minneapolis, MN 55402-2504

Exhibit A Legal Description to Memorandum of Lease

ENDEFICIAL COPY

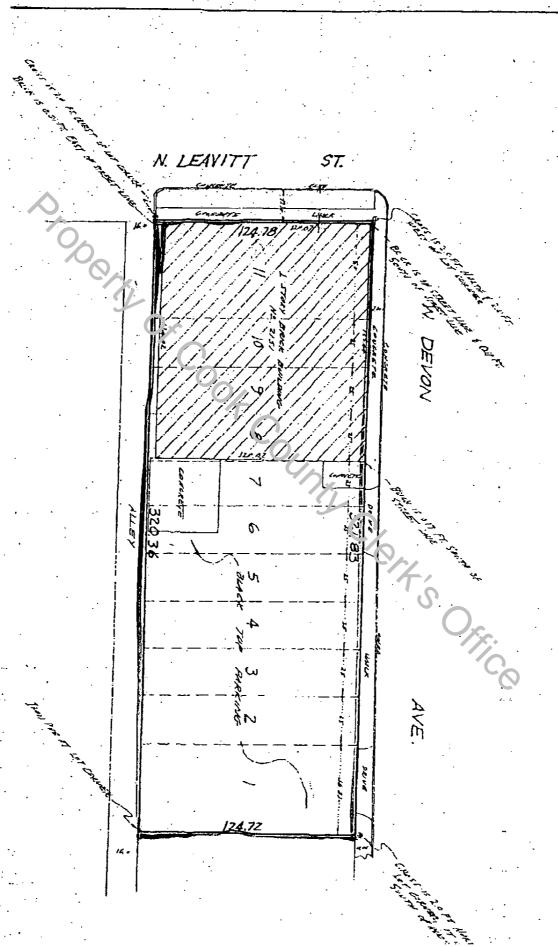
LEGAL: LOTS 1 TO 11, BOTH INCLUSIVE, IN BLOCK 1 IN WIETOR'S DEVON-LEAVITT ADDITION TO NORTH EDGEWATER, A SUBDIVISION OF THAT PART OF THE NORTH HALF OF THE EAST HALF OF THE NORTHWEST QUARTER IN SECTION 6, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF AND ADJOINING THE EAST 20 RODS OF THE NORTH HALF OF THE WEST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 6, IN COOK COUNTY, ILLINOIS; COMMONLY KNOWN AS 2151 WEST DEVON AVENUE, CHICAGO, ILLINOIS

14-06-110-005 (Lots 2+3) 14-06-110-003 (Lots 4+5) 14-06-110-001 (Lots 7,8,9,10+11)

Add Ress 2151 West Devon Avenue Chicago, IL

Exhibit B
Site Plan to Memorandum of Lease

MEDICE TITE 10 DOD O COOL



0010867006 Page 6 of

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