



**MEMORANDUM OF LEASE**

This Memorandum of Lease is entered into this 8<sup>th</sup> day of July, 2002 between **3500 Hoyt, L.L.C.**, an Indiana limited liability company (the "Landlord"), with an office at 211 S. Walnut Avenue, Muncie, Indiana 47305 and **Tuffy Associates Corp.**, a Delaware corporation (the "Tenant"), 1414 Baronial Plaza Drive, Toledo, Ohio 43615.

1. **Premises.** The Landlord and Tenant entered into a Lease for premises (the "Leased Premises") located at 1108 East Oakton Street, Des Plaines, Illinois 60018. The Leased Premises are located on the land described in Exhibit A to this Memorandum.

2. **Term.** The initial term of the Lease is for a period of twenty (20) years beginning on JULY 8<sup>TH</sup>, 2002. The Tenant also has two (2) options to extend the term of the Lease, each such option for a period of five (5) years.

3. **Exclusive Rights.** The Landlord has granted the Tenant the following exclusive rights:

During the term of this Lease and any renewals thereof, Landlord warrants that it will not use, or permit any other tenant or party to use, any other portion of the property, or any property owned by Landlord adjacent or contiguous to the property, for the purpose of providing the following automotive services and/or repairing, replacing and installing the following automotive parts: mufflers, brakes, struts, shocks, air-conditioning, alignments and tires.

All of such exclusive rights run with the land for the term of the Lease and for any extensions and/or holdovers of the Lease Term.

4. **Right of First Refusal.** The Tenant has the following right of first negotiation to acquire the Leased Premises:

If at any time during the term of this Lease, the Landlord shall decide to sell the Leased Premises, the Landlord shall notify the Tenant before agreeing to sell the Leased Premises to any third party. The Tenant shall have thirty (30) days after such notice in which to negotiate an agreement for the purchase of the Leased Premises. If the Landlord and Tenant do not negotiate an Agreement within such period, then the Landlord shall be free to sell the Leased Premises to any third party. If the Landlord does not sell the Leased Premises within twenty-four (24) months of the end of Tenant's negotiation period, then Tenant's right of first negotiation shall be reinstated.

**IN WITNESS WHEREOF**, the parties have signed this Memorandum of Lease on the date above written.

# UNOFFICIAL COPY

20812667

Signed and Acknowledged in the Presence of:

LANDLORD:  
3500 HOYT, L.L.C.

Tammy Weaver  
Printed Name of Witness: TAMMY WEAVER

BY: [Signature]  
ITS: MEMBER

Kate Spisak  
Printed Name of Witness: Kate Spisak

Signed and Acknowledged in the Presence of:

TENANT:  
TUFFY ASSOCIATES CORP.

Janice A. Lyons  
Printed Name of Witness: JANICE A. LYONS

BY: Keenan V. Moran  
ITS: Pres.

Sharon L. Stone  
Printed Name of Witness: Sharon L. Stone

INDIANA )  
STATE OF ILLINOIS )  
DELAWARE ) SS:  
COUNTY OF COOK )

The foregoing instrument was acknowledged before me this 8<sup>TH</sup> day of July, 2002, by Brian Allardt, member of 3500 Hoyt, L.L.C., an Indiana limited liability company, on behalf of the limited liability company.

Tanara M. Weaver  
Notary Public

Tanara M. Weaver, Notary Public  
State of Indiana – Jay County Resident  
Commission Expires 4/5/2007



EXHIBIT A

Site 1306

LEGAL DESCRIPTION

THE EAST 75.98 FEET OF THE WEST 1052.58 FEET OF THAT PART OF LOT 6 WHICH LIES NORTH OF THE NORTH LINE OF OAKTON STREET AS PER DOCUMENT NO. 10627381 (except the North 130.0 feet thereof) IN CARL LAGERSHAUSEN ESTATE DIVISION OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

Property Address: 1108 East Oakton  
Des Plaines, IL 60018

Tax ID No: 09-20-305-048