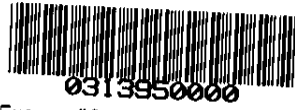


AFTER RECORDING, RETURN TO:

~~Jennifer Hicks
Brinker International, Inc.
6820 LBJ Freeway
Dallas, Texas 75240~~



Eugene "Gene" Moore Fee: \$46.50
Cook County Recorder of Deeds
Date: 05/19/2003 08:40 AM Pg: 1 of 12

Return Documents to:
Ellie Campbell
Law Title-National Division
2000 W. Galena Blvd. #305
Aurora, IL 60506

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made and entered into by and CHICAGO RIDGE 035 PARTNERS, L.P., a Delaware limited partnership ("Landlord"), and BRINKER RESTAURANT CORPORATION, a Delaware corporation ("Tenant").

WITNESSETH:

1. Landlord and Tenant have entered into a Lease Agreement dated as of March 27, 2003 (the "Lease"), pursuant to which Tenant has leased from Landlord a certain tract or parcel of land (the "Land") consisting of approximately 0.28 acres, more or less, located in the City of Chicago Ridge, County of Cook, State of Illinois, the same being more particularly described by metes and bounds on Exhibit A attached hereto and made a part hereof, together with the non-exclusive use of all rights, privileges, easements, and appurtenances belonging or in any way pertaining thereto, and together with any building or other improvements erected and/or to be erected thereon (the "Premises"). The Land is situated in and constitutes a part of a shopping center (the "Center"), known as Chicago Ridge Mall the same being more particularly described on Exhibit B attached hereto and made a part hereof, and a Site Plan of the Center is attached hereto as Exhibit C. Capitalized terms used but not defined herein have the meaning set forth in the Lease.

2. The term of the Lease is fifteen (15) years (commencing as provided in the Lease described hereafter), with four (4) renewal terms of five (5) years each.

3. Tenant and its subtenants and concessionaires, and their respective officers, employees, agents, customers and invitees, shall have the non-exclusive right, in common with Landlord and all others to whom Landlord has granted or may hereafter grant such rights, but subject to the rules and regulations referred to in Section 14.01 of the Lease, to use the Common Areas. Landlord reserves the right, at any time and from time to time, to close temporarily all or any portions of the Common Areas when in Landlord's commercially

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reasonable judgment any such closing is necessary or desirable (a) to make repairs or changes or to effect construction within the Center, (b) to prevent the acquisition of public rights in such areas, (c) to discourage non-customer parking or (d) to protect or preserve persons or property. Landlord may do such other acts in and to the Common Areas as in its judgment may be desirable to improve or maintain same, provided that except for periods of remodeling, expansion, reconstruction, or repair, the same shall not unreasonably and materially interfere with (i) Tenant's means of ingress or egress to or from the Premises or (ii) the view of Tenant's sign(s). Landlord also reserves the right, at any time and from time to time, to impose parking charges, with or without a customer parking validation system, and if Landlord in sole discretion establishes a customer parking validation system, Tenant shall fully cooperate with Landlord in the administration of such system.

Landlord shall provide Tenant with at least 30 days notice prior to commencing any substantial remodeling or expansion of the Center which will be completed as expeditiously as reasonably possible. To the extent the visibility of Tenant's primary exterior signage or primary access to the Premises is materially impaired due to any Landlord remodeling, expansion, reconstruction or repair, and reasonable alternative temporary signage or access, as applicable, is not provided to Tenant, then the Rent and Additional Rent shall abate until such impairment is removed, or alternative temporary signage or access, as applicable, is provided for Tenant.

4. Landlord reserves the right, at any time and from time to time, to increase, reduce or change the number, type, size, location, elevation, nature and use of any of the Common Areas and any of the buildings and other improvements in the Center, including, without limitation, the right to move and/or remove same, provided that same shall not unreasonably interfere with (i) Tenant's means of ingress and egress to or from the Premises, (ii) the view of the Premises or Tenant's sign(s), or (iii) the Protected Parking Area.

Notwithstanding anything to the contrary contained in this Lease, Landlord shall not install any permanent structure in the area shown crosshatched on Exhibit D attached hereto (the "Protected Parking Area"), the location and size of which will deny permanent reasonable access to or visibility of the Premises from the Protected Parking Area.

5. Landlord shall not lease or sell space in any outparcel in the Center to another sit-down table service restaurant containing more than 3,000 square feet of Floor Space, both serving alcoholic beverages and operating with a "varied menu" theme such as, for example purposes only and without limitation, Buffalo Café, Applebee's, Amarillo Grill, Bennigan's, Cheddar's, Houlihan's, Logan's Roadhouse, O'Charley's, Lone Star Cafe, Ruby Tuesday's, and T.G.I. Friday's. A "varied menu" theme restaurant as used herein shall be deemed to mean a casual dining restaurant selling a wide variety of beef, fish, chicken, pastas, soups, salads and sandwiches, appetizers and desserts, together with liquor, beer and wine, at popular prices in a sit-down table service, the décor and atmosphere of which is centered around a nostalgic or other specialized theme. A "fast food" restaurant such as a Burger King, McDonalds, Subway or Taco Bell shall not be considered a "varied menu" theme restaurant. For purposes hereof, any ethnic or specialty restaurant such as, by way of example only, Mexican, German, Italian, Chinese, seafood, steakhouse, chop house, chicken, barbecue or other restaurant with a specialty menu or

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featured food item menu, including, by way of example only, Olive Garden, Red Lobster, IHOP, Paradise Bakery, or any other successors shall not be deemed to be a "varied menu" theme restaurant.

This Memorandum of Lease is not intended to alter or supersede the Lease, and in the event of any conflict between this Memorandum of Lease and the Lease, the provisions of the Lease shall control.

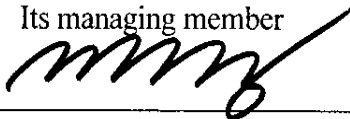
IN WITNESS WHEREOF, the Landlord and Tenant have executed this Memorandum of Lease to be effective as of the latest of the dates set forth below.

LANDLORD:

CHICAGO RIDGE 035 PARTNERS, L.P.
a Delaware limited partnership

By: Shopco 035 LLC, a Delaware limited liability Company, its general partner

By: CRM 035 Corp., a Delaware corporation
Its managing member

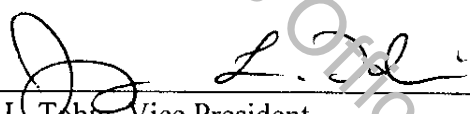
By: 

Marc Yassky, President

Date: 3/27/03

TENANT:

BRINKER RESTAURANT CORPORATION,
a Delaware Corporation

By: 

Jay L. Tobin, Vice President
and Assistant Secretary

Date: 3/17/2003

Tax Identification Number: 24-07-216-030-0000
Address: Chicago Ridge Mall, 95th Street and Ridgeland Avenue, Chicago Ridge, Illinois

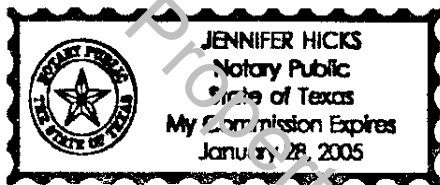
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ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on this 17 day of March, 2003, by Jay L. Tobin, Vice President and Assistant Secretary of BRINKER RESTAURANT CORPORATION, a Delaware Corporation, on behalf of said corporation.



Jennifer Hicks
NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires:
1/28/2003

ACKNOWLEDGMENT

STATE OF New York

COUNTY OF New York

This instrument was acknowledged before me on this 21st day of March, 2003, by Mark Yassky, President of Shopco 035 LLC, a Delaware limited liability company, general partner of CHICAGO RIDGE 035 PARTNERS, L.P., a Delaware limited partnership, on behalf of said corporation.

Lois Torelli
NOTARY PUBLIC, STATE OF _____

My Commission Expires:

LOIS TORELLI
Notary Public, State of New York
No. 01TO4726480
Qualified in Bronx County
Commission Expires November 30, 2006

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KS DRAFT
3/13/03

LANDLORD'S ADDRESS:

Shopco Advisory Corp.
1250 Broadway, 24th Floor
New York, NY 10001

TENANT'S ADDRESS:

6820 LBJ Freeway
Dallas, Texas 75240
Attn: General Counsel

PREPARED BY:

Tara T. Johnson, Esq.
Kaye Scholer FLP
425 Park Avenue
New York, New York 10022

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EXHIBIT A

Premises

PARCEL ONE (*leasehold parcel*):

THAT PART OF LOT 11 IN CHICAGO RIDGE MALL 3RD RESUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED JULY 7, 1987 AS DOCUMENT NUMBER 87375138, AND CERTIFICATE OF CORRECTION RECORDED SEPTEMBER 8, 1987 AS DOCUMENT NUMBER 87491678, AND CERTIFICATE OF CORRECTION RECORDED SEPTEMBER 19, 1987 AS DOCUMENT NUMBER 87515106, IN COOK COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF LOT 4 IN CHICAGO RIDGE MALL SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JULY 16, 1981 AS DOCUMENT NUMBER 25939324, CORRECTED BY DOCUMENT NUMBER 26054141 RECORDED NOVEMBER 10, 1981, AND CORRECTED BY DOCUMENT NUMBER 26078030 RECORDED DECEMBER 7, 1981; THENCE SOUTH 89 DEGREES 52 MINUTES 14 SECONDS WEST ALONG THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 54.37 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 39.00 FEET, TO THE POINT OF BEGINNING; THENCE S 90°00'00" W, A DISTANCE OF 115.00 FEET; THENCE N 00°00'00" W, A DISTANCE OF 106.00 FEET; THENCE S 90°00'00" E, A DISTANCE OF 115.00 FEET; THENCE S 00°00'00" E, A DISTANCE OF 106.00 FEET, TO THE POINT OF BEGINNING.

PARCEL TWO (*easement parcel*):

PERPETUAL NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF AND APPURTENANT TO, PARCEL ONE FOR: INGRESS AND EGRESS, DELIVERY, PARKING OF VEHICLES, PASSAGE AND ACCOMMODATION OF PEDESTRIANS, USE OF THE COMMON AREA, THE USE OF THE "RING ROAD", CREATED BY THAT CERTAIN CHICAGO RIDGE OPERATION AGREEMENT (CROA) DATED MAY 1, 1980 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, ON JUNE 12, 1980 AS DOCUMENT 25484410 WHICH CROA WAS AMENDED BY THAT CERTAIN AMENDED AND RESTATED OPERATING AGREEMENT DATED DECEMBER 19, 1983 AND RECORDED ON JANUARY 25, 1984 AS DOCUMENT 26944026, ALL IN, OVER, ACROSS AND UNDER THE LAND DESCRIBED IN EXHIBIT A-1, PARTS I, II, III AND IV, ATTACHED TO AND FORMING A PART OF SAID CROA AND AMENDED AND RESTATED OPERATING AGREEMENT RECORDED AS

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AFORESAID, EXCEPT THAT PORTION OF THE LAND DESCRIBED IN EXHIBIT A-1 AFORESAID, FALLING IN PARCEL ONE HEREIN.

PARCEL THREE (*easement parcel*):

PERPETUAL NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF, AND APPURTENANT TO PARCEL ONE FOR INGRESS AND EGRESS AND TO USE PARKING AREAS OVER, UPON AND ACROSS LOT 3 IN CHICAGO RIDGE MALL SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 13, DATED DECEMBER 28, 1981 AND RECORDED JANUARY 12, 1982 AS DOCUMENT 26109859.

PARCEL FOUR (*easement parcel*):

PERPETUAL NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF, AND APPURTENANT TO PARCEL ONE FOR INGRESS AND EGRESS AND TO USE PARKING AREAS OVER, UPON AND ACROSS LOT 4 IN CHICAGO RIDGE MALL SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 13, DATED AS OF OCTOBER 23, 1986 AND RECORDED OCTOBER 27, 1986 AS DOCUMENT 86501882.

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EXHIBIT B

Center

PARCEL 1:

LOTS 11, 12, 13 AND 14 IN CHICAGO RIDGE MALL 3RD RESUBDIVISION, BEING A RESUBDIVISION OF LOT 1 IN CHICAGO RIDGE MALL RESUBDIVISION LOT 6 OF CHICAGO RIDGE MALL SUBDIVISION AND OF LOTS 8 AND 9 IN CHICAGO RIDGE MALL SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, RECORDED JULY 8, 1987 AS DOCUMENT NUMBER 87375138.

AND

LOT 2 IN SAID CHICAGO RIDGE MALL SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, RECORDED JULY 16, 1981, AS DOCUMENT NUMBER 25939324.

PARCEL 2:

PERPETUAL, NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF, AND APPURTENANT TO, PARCEL 1 CREATED BY THAT CERTAIN CHICAGO-RIDGE OPERATING AGREEMENT (CROA) DATED MAY 1, 1980 RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON JUNE 12, 1980 AS DOCUMENT NUMBER 25484410, WHICH CROA WAS AMENDED BY THAT CERTAIN AMENDED AND RESTATED OPERATING AGREEMENT DATED DECEMBER 19, 1983 AND RECORDED ON JANUARY 25, 1984 AS DOCUMENT NUMBER 26944026, WHICH WAS FURTHER AMENDED BY A FIRST AMENDMENT TO CHICAGO RIDGE AMENDED AND RESTATED OPERATING AGREEMENT DATED MAY 1, 1987 AND RECORDED JULY 22, 1987 AS DOCUMENT 87402137.

PARCEL 3:

PERPETUAL, NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF, AND APPURTENANT TO, PARCEL 1 FOR INGRESS AND EGRESS TO AND TO USE PARKING AREAS CONTAINED WITHIN LOT 3 IN CHICAGO RIDGE MALL SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTH

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EAST 1/4 OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 13, DATED DECEMBER 28, 1981 AND RECORDED JANUARY 12, 1982 AS DOCUMENT NUMBER 26109859.

PARCEL 4:

PERPETUAL, NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF, AND APPURTENANT TO, PARCEL 1 FOR INGRESS AND EGRESS AND TO USE PARKING AREAS OVER, UPON AND ACROSS WITHIN LOT 4 IN CHICAGO RIDGE MALL SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 13, DATED OCTOBER 23, 1986 RECORDED OCTOBER 27, 1986 AS DOCUMENT NUMBER 86501882.

Kohl's Parcel

LOT 2 OF CHICAGO RIDGE MALL RESUBDIVISION OF LOT 6, BEING A RESUBDIVISION OF LOT 6 IN CHICAGO RIDGE MALL SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, PURSUANT TO THE PLAN OF RESUBDIVISION RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, ON JANUARY 18, 1984 AND RECORDED AS DOCUMENT NO. 26933207.

Sears' Parcel

THAT PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 7 IN TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS COMMENCING AT THE NORTHEAST CORNER OF SAID QUARTER; THENCE SOUTH 0°07'46" EAST 385.38 FEET ALONG THE EAST LINE OF SAID QUARTER; THENCE SOUTH 89°52'14" WEST ALONG A LINE PERPENDICULAR TO SAID EAST LINE 50 FEET TO THE WEST RIGHT-OF-WAY LINE OF RIDGELAND AVENUE AND TO THE POINT OF BEGINNING; THENCE SOUTH 89°52'14" WEST 200 FEET; THENCE SOUTH 0°07'46" EAST 372.66 FEET; THENCE SOUTH 89°59'57" WEST 962.41 FEET ALONG A LINE THAT IS 758.6 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID QUARTER TO A LINE THAT IS 114.76 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID EAST HALF; THENCE NORTH 0°00'03" WEST 508.6 FEET ALONG SAID 114.76 FEET EAST LINE TO A LINE THAT IS 250 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID QUARTER; THENCE NORTH 89°59'57" EAST 205.24 FEET ALONG SAID 250 FEET SOUTH LINE TO A LINE THAT IS 320 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF THE EAST HALF; THENCE NORTH 0°00'03" WEST 200 FEET ALONG SAID 320 FEET EAST LINE

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TO THE SOUTH RIGHT-OF-WAY LINE OF 95TH STREET; THENCE NORTH 89°59'57" EAST 905.69 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE TO A POINT OF CURVE; THENCE SOUTHEASTERLY 78.43 FEET ALONG THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50 FEET TO SAID WEST RIGHT-OF-WAY LINE OF RIDGELAND AVENUE; THENCE SOUTH 0°07'46" EAST 285.60 FEET ALONG SAID RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING; ALL IN COOK COUNTY, ILLINOIS.

