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THIS INSTRUMENT WAS PREPARED BY:

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Eugene "Gene" Moore Fee: \$36.50
Cook County Recorder of Deeds
Date: 06/03/2005 02:33 PM Pg: 1 of 7

UPON RECORDATION RETURN TO:

Alison L. Kenny, Esq.
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8601 North Scottsdale Road
Scottsdale, Arizona 85253-2742

INDEX NUMBER: 07-12-400-032-0000

PROPERTY ADDRESS: 650 MALL DRIVE, SCHAUMBURG, IL

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MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "**Memorandum**") is executed effective as of MAY 19TH, 2005 (the "**Effective Date**"), by and between GE CAPITAL FRANCHISE FINANCE CORPORATION, a Delaware corporation ("**Lessor**"), whose address is 17207 North Perimeter Drive, Scottsdale, Arizona 85255, and THE TWINS GROUP, INC., an Illinois corporation, whose address is 2275 Half Day Road, Suite 147, Bannockburn, Illinois 60015 ("**Lessee**").

PRELIMINARY STATEMENT

Lessor and Lessee entered into that certain lease (the "**Lease**") dated as of the Effective Date, the terms, provisions and conditions of which are incorporated herein by this reference to the same extent as if recited in their entirety herein, whereby Lessor has leased to Lessee, and Lessee has rented and leased from Lessor, on and subject to the terms, provisions and conditions of the Lease, the real property described more particularly in the legal description attached hereto as **Exhibit A** and incorporated herein by this reference, together with all buildings, structures, fixtures and improvements thereon (collectively, the "**Premises**"). Unless otherwise expressly provided herein, all defined terms used in this Memorandum shall have the meanings ascribed to such terms in the Lease.

NOW, THEREFORE, Lessor and Lessee hereby make specific reference to the following terms, provisions and conditions of the Lease:

1. In consideration of the rentals and other sums to be paid by Lessee and of the other terms, covenants and conditions on Lessee's part to be kept and performed pursuant to the Lease, Lessor leases to Lessee, and Lessee takes and hires, the Premises. The term of the Lease commences as of the Effective Date and expires on May 31, 2017, unless extended as provided below or terminated sooner as provided in the Lease.

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2. Provided Lessee is not in default under the terms of the Lease, Lessee has a right to extend the term of the Lease for up to two (2) additional successive periods of five (5) years each, by written notice to Lessor not more than 365 days or less than 180 days prior to the then expiring term of the Lease.

3. NOTICE IS HEREBY GIVEN THAT, WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR, LESSEE IS NOT AUTHORIZED TO PLACE OR ALLOW TO BE PLACED ANY LIEN, MORTGAGE, DEED OF TRUST OR ENCUMBRANCE OF ANY KIND UPON ALL OR ANY PART OF THE PREMISES OR LESSEE'S LEASEHOLD INTEREST THEREIN. ANY SUCH PURPORTED TRANSACTION WHICH IS NOT APPROVED BY LESSOR SHALL BE VOID. FURTHERMORE, ANY SUCH PURPORTED TRANSACTION SHALL BE DEEMED TO CONSTITUTE TORTIOUS INTERFERENCE WITH LESSOR'S RELATIONSHIP WITH LESSEE AND LESSOR'S FEE OWNERSHIP OF THE PREMISES.

4. Without the prior written consent of Lessor: (i) Lessee shall not assign, transfer, convey, pledge or mortgage the Lease or any interest therein, whether by operation of law or otherwise; (ii) no Change of Control shall occur; (iii) no interest in any of the Lessee Parties shall be pledged, encumbered, hypothecated or assigned as collateral for any obligation of any of the Lessee Parties, and (iv) Lessee shall not sublet all or any part of the Premises.

5. Any addition to or alteration of the Premises shall automatically be deemed part of the Premises and belong to Lessor.

6. Lessor and Lessee have granted Taco Bell Corp., a California corporation, and its affiliates, certain conditional rights, including possession, in and to the Premises.

7. The Lease is a "true lease"; the only relationship created thereby is that of landlord and tenant. Lessee is not an agent, legal representative, partner, subsidiary, or employee of Lessor. Lessor is not responsible for any of the debts, obligations or losses of Lessee.

8. Original copies of the Lease are in the possession of Lessor and Lessee. The Lease contains other terms not herein set forth but which are incorporated by reference herein for all purposes, and this Memorandum is executed for the purpose of placing parties dealing with the Premises on notice of the existence of the Lease and, where appropriate, its contents, and shall ratify and confirm all other terms of the Lease as fully as if the same had been set forth herein. Additional information concerning the terms of the Lease can be obtained from Lessor or Lessee at the addresses set forth above.

9. This Memorandum is intended for recording purposes only, and does not modify, supersede, diminish, add to or change all or any of the terms of the Lease in any respect.

10. This Memorandum may be executed in one or more counterparts, each of which shall be deemed an original.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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IN WITNESS WHEREOF, the parties hereto have caused this Memorandum to be duly executed as of the Effective Date.

LESSOR:

GE CAPITAL FRANCHISE FINANCE CORPORATION, a Delaware corporation

By Barbara Adam
Printed Name Barbara Adam
Its Closing Manager

LESSEE:

THE TWINS GROUP, INC., an Illinois corporation

By _____
Printed Name _____
Its _____

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the parties hereto have caused this Memorandum to be duly executed as of the Effective Date.

LESSOR:

GE CAPITAL FRANCHISE FINANCE CORPORATION, a Delaware corporation

By _____

Printed Name _____

Its _____

LESSEE:

THE TWINS GROUP, INC., an Illinois corporation

By  _____

Printed Name John Kallergis

Its CEO

Property of Cook County Clerk's Office

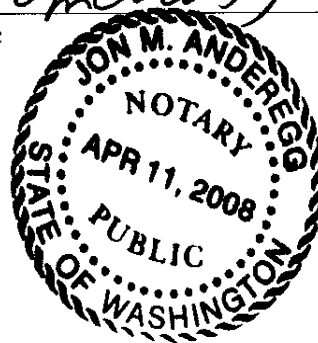
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STATE OF ~~ARIZONA~~ WASHINGTON)
) SS.
COUNTY OF ~~MARICOPA~~ KING)

The foregoing instrument was acknowledged before me on the 17 day of May, 2005 by BARBARA ADAM, CLOSING MANAGER of GE Capital Franchise Finance Corporation, a Delaware corporation, on behalf of the corporation.

Jon M. Andereggs
Notary Public

My Commission Expires 4-11-08



STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

I, _____, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the _____ of The Twins Group, Inc., an Illinois corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such _____ he/she signed and delivered the said instrument as his/her free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this _____ day of May, 2005.

Notary Public

Commission expires _____

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STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me on the ___ day of May, 2005 by _____ of GE Capital Franchise Finance Corporation, a Delaware corporation, on behalf of the corporation.

Notary Public

My Commission Expires:

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

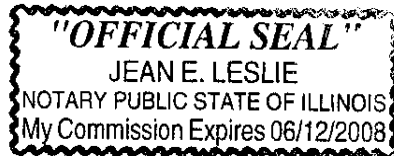
I, JEAN E LESLIE, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JOHN KALLERGIS, personally known to me to be the CEO of The Twins Group, Inc., an Illinois corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such CEO he/she signed and delivered the said instrument as his/her free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 19TH day of May, 2005

Jean Leslie

Notary Public

Commission expires 6/12/08



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EXHIBIT A

LEGAL DESCRIPTION

All that part of the South 1/2 of Section 13, Township 41 North, Range 10 East of the Third Principal Meridian, described as follows:

Commencing at the point of intersection of the South line of Woodfield Road as dedicated per Document Number 20944554 with the West line of the East 37 links (24.42 feet) of the Southwest 1/4 of said Section; thence South 0 degrees 29 minutes 34 seconds West, along said West line, 874.164 feet to the point of beginning of the herein described parcel of land; thence North 89 degrees 55 minutes 06 seconds East, along a line drawn perpendicularly to the West line of Mail Drive as dedicated per Document Number 21076004, a distance of 401.406 feet to the point of intersection with said West line of Mail Drive; thence South 0 degrees 04 minutes 54 seconds East, along said West line of Mail Drive, 118.334 feet to a point 644.173 feet (as measured along said West line) North of the Northeasterly line of Higgins Road as monumented and occupied in the West 1/2 of the Southeast 1/4 of said Section; thence South 89 degrees 55 minutes 06 seconds West, 402.592 feet to the West line of the aforesaid East 37 links of the Southwest 1/4 of said Section; thence North 0 degrees 29 minutes 34 seconds East, along said West line, 118.34 feet to the hereinabove designated point of beginning, all in Cook County, Illinois.

Tax Parcel Identification No.: 07-13-400-032-0000

Street Address: 650 Mall Drive, Schaumburg, IL