



## MEMORANDUM OF LEASE

Doc#: 0628455035 Fee: \$70.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 10/11/2006 11:11 AM Pg: 1 of 8

This **MEMORANDUM OF LEASE** (this "Memorandum") is on September 29, 2006 (the "Effective Date"), by and between **GE CAP CORPORATION**, a Delaware corporation ("Lessor"), whose address is 8200, Scottsdale, Arizona 85255, and **SHAMROCK COMPANY**, an Illinois address is 15 Spinning Wheel Road, Suite 110, Hinsdale, Illinois 60521.

### RECITALS:

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 in this Memorandum by this reference to the same extent as if recited in their entirety in this Memorandum, pursuant to which 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 parcels or parcels of real estate legally described in **Exhibit A** attached to this Memorandum, all rights, privileges and appurtenances associated with such real estate, and all buildings, fixtures and other improvements now or after the Effective Date located on such real estate (whether or not affixed to such real estate) (collectively, the "Premises"). Unless otherwise expressly provided in this Memorandum, all defined terms used in this Memorandum shall have the meanings ascribed to such terms in the Lease.

### AGREEMENT:

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

1. Lease; Term. 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 September 30, 2026, unless extended as provided below or terminated sooner as provided in the Lease.
2. Extension Periods. 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 additional successive periods of five years each, by written notice to Lessor not more than 270 days or less than 210 days prior to the expiration of the then applicable term of the Lease.
3. Prohibition on Encumbrances. NOTICE IS 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 IN THE PREMISES. ANY SUCH PURPORTED TRANSACTION WHICH IS NOT APPROVED BY LESSOR SHALL BE VOID. FURTHERMORE, ANY SUCH PURPORTED TRANSACTION SHALL BE DEEMED A TORTIOUS INTERFERENCE WITH LESSOR'S RELATIONSHIP WITH LESSEE AND LESSOR'S FEE OWNERSHIP OF THE PREMISES.
4. Assignments; Change of Control; Interests in Lessee Parties; Subleases. Without the prior written consent of Lessor: (i) Lessee shall not assign, transfer, convey, pledge or mortgage the Lease or any interest in the Lease, 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,

GEFF No. 31194  
Property Nos. 8004-5575 through  
8004-5578, 8004-5580 through  
8004-5582  
Illinois

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

6. Subordination. Unless the mortgagee or trustee under any mortgage or trust deed, as applicable, now or at any time placed on the Premises by Lessor elects otherwise by notice given to Lessee, the Lease at all times shall automatically be subordinate to the liens of any and all mortgages and trust deeds now or at any time placed on the Premises by Lessor.

7. True Lease. The Lease is a "true lease"; the only relationship created by the Lease 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. Copies of Lease. Original copies of the Lease are in the possession of Lessor and Lessee. The Lease contains other terms not set forth in this Memorandum but which are incorporated by reference in this Memorandum 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 in this Memorandum. Additional information concerning the terms of the Lease can be obtained from Lessor or Lessee at the addresses set forth above.

9. Recording Purposes Only. 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. Landlord's Lien and Security Interest. Lessee agrees that Lessor shall have a landlord's lien, and additionally separately grants to Lessor a first and prior security interest, in, on and against all Personal Property, which lien and security interest shall secure the payment of all Rent payable by Lessee to Lessor under the terms of the Lease and the performance of all other obligations of Lessee to Lessor under the Lease. The term Personal Property means all tangible personal property now or at any time after the Effective Date located on or at the Premises or used in connection with the Premises, without limitation, all machinery, appliances, furniture, equipment and inventory; provided, however, the term "Personal Property" shall not include the HVAC, walk-in coolers, walk-in freezers, supply fans, exhaust fans, air ducts, hoods, vents, built-in sinks, built-in countertops, plumbing and electrical fixtures, sign poles and lighting poles, all of which items are intended to be fixtures as such term is used within the definition of "Premises."

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

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EXECUTED as of the date written on the first page of this Memorandum.

LESSOR:

**GE CAPITAL FRANCHISE FINANCE CORPORATION**, a Delaware corporation

By Barbara Adam  
Printed Name Barbara Adam  
Its Closing Manager

LESSEE:

**SHAMROCK COMPANY**,  
an Illinois corporation

By \_\_\_\_\_  
Steven C. McGue, President

Property of Cook County Clerk's Office

GEFF No. 31194  
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Illinois

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**EXECUTED** as of the date written on the first page of this Memorandum.

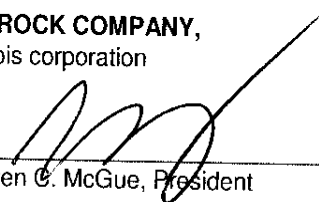
LESSOR:

**GE CAPITAL FRANCHISE FINANCE CORPORATION**, a Delaware corporation

By \_\_\_\_\_  
Printed Name \_\_\_\_\_  
Its \_\_\_\_\_

LESSEE:

**SHAMROCK COMPANY**,  
an Illinois corporation

By  \_\_\_\_\_  
Steven C. McGue, President

Property of Cook County Clerk's Office

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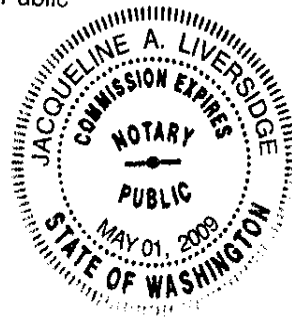
STATE OF ~~ARIZONA~~ WASHINGTON  
COUNTY OF ~~MARICOPA~~ KING ) SS.  
)

The foregoing instrument was acknowledged before me on Sept 12, 2006 by Barbara Chen, Chen My of GE Capital Franchise Finance Corporation, a Delaware corporation, on behalf of the corporation.

Jacqueline A. Livingside  
Notary Public

My Commission Expires:

5/01/2009



STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS.  
)

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2006 by Steven C. McGue, President of Shamrock Company, an Illinois corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public

My Commission Expires:

Property of Cook County Clerk's Office

GEFF No. 31194  
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8004-5582  
Illinois

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STATE OF ARIZONA )  
 ) SS.  
COUNTY OF MARICOPA )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2006 by \_\_\_\_\_ of GE Capital Franchise Finance Corporation, a Delaware corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

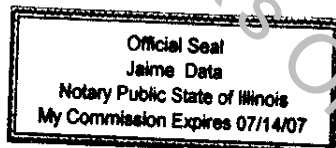
STATE OF )  
 ) SS.  
COUNTY OF )

The foregoing instrument was acknowledged before me on September 13, 2006 by Steven C. McGue, President of Shamrock Company, an Illinois corporation, on behalf of the corporation.

Jaime Data  
\_\_\_\_\_  
Notary Public

My Commission Expires:

7/14/2007



Prepared by and mail to:  
heeAnn W Aldridge  
Hunter, Maclean, Eyley & Dunn PC  
PO Box 9848  
Savannah, Georgia 31412-0048

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## EXHIBIT A LEGAL DESCRIPTION

### PARCEL 1:

LOT 3 IN CODEVCO RESUBDIVISION, BEING A RESUBDIVISION OF LOT 1 IN DOMINICK'S SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 35, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 8, FOR THE PURPOSE OF INGRESS AND EGRESSES AND FOR PARKING PURPOSES AS CONTAINED IN EASEMENT AND OPERATING AGREEMENT DATED OCTOBER 8, 1982 AND FILED OCTOBER 15, 1982 AS DOCUMENT LR 3278436, UNDER, THROUGH AND ACROSS THE "COMMON AREAS" AS THAT TERM IS DEFINED IN SAID INSTRUMENT OF THE FOLLOWING DESCRIBED LAND:

LOT 1 IN CODEVCO RESUBDIVISION BEING A RESUBDIVISION OF LOT 1 IN DOMINICK'S SUBDIVISION, BEING A SUBDIVISION OF THE SOUTH EAST 1/4 OF SECTION 35, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS REGISTERED WITH THE REGISTRAR OF TORRENS TITLES ON JUNE 10, 1982 AS DOCUMENT LR 3262521 IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 28-35-402-012-0000  
PROPERTY ADDRESS: 3300 W. 183<sup>rd</sup> Street, Hazel Crest, Illinois 60429

LOT 7 (EXCEPT THE WEST 10 FEET) IN BLOCK 2 IN MATTESON FARMS, BEING A SUBDIVISION IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS EXCEPTING THEREFROM THE NORTHERLY 8.0 FEET THEREOF TAKEN BY THE STATE OF ILLINOIS PURSUANT TO COURT ORDER ENTERED 83L51174

AND THE NORTH 40 FEET OF THE WEST 100 FEET OF LOT 21 IN BLOCK 2 IN MATTESON FARMS, A SUBDIVISION IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 31-22-400-002-0000; 31-22-400-031-0000  
PROPERTY ADDRESS: 4349 EAST 211<sup>TH</sup> STREET, MATTESON, IL 60443

LOT 16 IN YORK GRAND ESTATES UNIT NUMBER ONE, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 23, 1941, AS DOCUMENT NUMBER 426473, IN DUPAGE COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 03-26-404-027  
PROPERTY ADDRESS: 872 North York Road, Elmhurst, Illinois 60126

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## EXHIBIT A LEGAL DESCRIPTION

LOTS 1, 2, 3, 4, 5 AND 6 IN BLOCK 3 IN CALUMET TERRACE, A SUBDIVISION OF LOTS 2 TO 8, BOTH INCLUSIVE IN A SUBDIVISION OF THE NORTH 515.10 FEET OF THE WEST 340.89 FEET OF THE SOUTH EAST 1/4 OF SECTION 11, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THE EAST 1064.5 FEET OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE RAILROAD EXCEPTING THEREFROM THE WEST 75 FEET OF THE NORTH 290.4 FEET THEREOF.

PERMANENT INDEX NUMBER: 29-11-307-006-0000; 29-11-307-007-0000  
29-11-307-008-0000; 29-11-307-009-0000; 29-11-307-010-0000; 29-11-307-011-0000

PROPERTY ADDRESS: 1043 EAST SIBLEY BOULEVARD, DOLTON, IL 60419

LOTS 1, 2, 3, AND 16 IN BLOCK 3 IN WYMAN'S WOODS SUBDIVISION IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 21 TOWNSHIP 36 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 15, 1935 AS DOCUMENT 11710608 IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 28-21-102-004-0000, 28-21-102-005-0000,  
28-21-102-006-0000, 28-21-102-012-0000

PROPERTY ADDRESS: 5301 West 159<sup>th</sup> Street, Oak Forest, Illinois 60452

PARCEL 1: LOTS 248 AND 253 BOTH INCLUSIVE (EXCEPT THAT PART OF SAID LOTS, IF ANY, UNDERLYING PART TAKEN BY CONDEMNATION FOR ADDISON CREEK IN CASE NO 60525, COUNTY COURT OF COOK COUNTY) IN WILLIAM ZELOSKY'S TERMINAL ADDITION TO WESTCHESTER IN THE SOUTH 1/2 OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE SOUTH 1/2 OF THAT PART OF VACATED EAST AND WEST ALLEY NORTH AND ADJOINING SAID LOTS 248 AND 253 BOTH INCLUSIVE IN WILLIAM ZELOSKY'S TERMINAL ADDITION TO WESTCHESTER, AFORESAID, LYING WEST OF THE WEST LINE OF ADDISON CREEK AS SO CONDEMNED, ALL IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 15-16-422-027-0000; 15-16-422-028-0000;  
15-16-422-029-0000; 15-16-422-030-0000; 15-16-422-031-0000; 15-16-422-032-0000

PROPERTY ADDRESS: 9950 WEST ROOSEVELT ROAD, WESTCHESTER, IL 60154