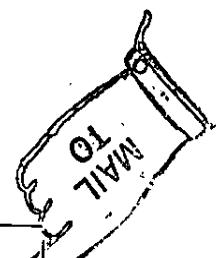


Document No.



MEMORANDUM OF LEASE
(SHOPPING CENTER LEASE)

COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
MAYWOOD OFFICE



THIS MEMORANDUM OF LEASE is entered into this 28th day of October, 1999, by and between Richard L. Breslich, Trustee of the Richard L. Breslich Trust No. 1 dated September 8, 1987, and Jean G. Breslich, Trustee of the Jean G. Breslich Trust No. 1 dated September 8, 1987 having an address at 440 Wing Park Blvd. Elgin, IL 60123 ("Landlord"), and AutoZone, Inc., a Nevada corporation having an address at Department 8700, 60 Madison Ave., Memphis, TN 38103 ("Tenant").

Return to: Tony Valencius, Esq.
Loren Zint Deesler
1900 Spring Rd Ste 501
Oak Brook IL 60523

Parcel # 07-30-301-022-0000

WITNESSETH:

NOTICE IS HEREBY GIVEN that Landlord and Tenant have entered into a lease dated as of this date under which Landlord would lease to Tenant a portion of that certain premises a part hereof (the "Lease"). The property described on Exhibit A is referred to herein as the "Entire Premises." The portion of the Entire Premises that is subject to the Lease is referred to herein as the "Demised Premises."

This Lease shall become effective on the date herein or the date Tenant receives a fully executed original of this Lease [, and or] all documents (including, but not limited to the attached Exhibits) required to be delivered to Tenant concurrently with the execution of this Lease [and Exhibit "F" initialed by Landlord (if required)], whichever occurs last (hereinafter "Execution Date"). The Term as hereinafter defined shall expire on the last day of the month in which the fifth (5th) anniversary of the Commencement Date as hereinafter defined occurs or as otherwise extended or terminated as herein provided (hereinafter "Expiration Date"). The term of this Lease shall commence on the Commencement Date as hereinafter defined and expire on the Expiration Date (hereinafter "Term"). Under the terms of this Lease, Tenant has the right to extend the Term of this Lease for up to three (3) separate consecutive additional periods of five (5) years each. If Tenant validly exercises an option to extend the Term of this Lease, the last day of the Term as so extended shall be the Expiration Date. If this Lease is terminated, the date on which the termination becomes effective shall be the Expiration Date.

Section 10 of the Lease provides, in its entirety:

Prohibited uses of the Shopping Center (whether or not prohibited by the next preceding paragraph) include but are not limited to the following: Offices, either private (except if such office spaces are in the aggregate 4000 square feet or less and individually 2500 square feet or less and Landlord requires the employees and agents of such tenant to park in the Parking Area to the west of the Shopping Center building) or government; flea market or similar

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UNOFFICIAL COPY

Commencing at the point of intersection of the west line of said southwest ¼ with the center line of Irving Park Road as constructed, said point being 907.88 feet North of the southwest corner of said southwest ¼; thence South 0 degrees 00 minutes 00 seconds West along the west line of said southwest ¼, a distance of 230.00 feet to the point of beginning; thence continuing South 0 degrees 00 minutes 00 seconds West along said west line, a distance of 157.34 feet; thence South 78 degrees 42 minutes 05 seconds East, a distance of 241.744 feet; thence North 0 degrees 00 minutes 00 seconds East a distance of 125.711 feet to a point, lying 249.873 feet South 71 degrees 34 minutes 16 seconds East from the point of beginning, thence North 71 degrees; 34 minutes 16 seconds West, a distance of 249.873 feet to the point of beginning;)except that part thereof lying West of the East line of Barrington Road, as per Plat of Dedication recorded July 11, 1982 as Document No. 11114250), in Cook County, Illinois.

Property of Cook County Clerk's Office

EXHIBIT "A"

The Demised Premises:

The real property shown as the "Demised Premises" on Exhibit "B" hereto having a frontage of sixty eight (68) feet and a depth of one hundred sixty (160) feet, and an overall area of ten thousand two hundred fifty nine (10,259) square feet.

The Shopping Center:

That part of the fractional Southwest $\frac{1}{4}$ of Section 30, Township 41 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois, described as follows:

Commencing at the point of intersection of the West line of said Southwest $\frac{1}{4}$ with the center line of Irving Park Road as constructed, said point being 907.88 feet North of the Southwest corner of said Southwest $\frac{1}{4}$; thence South along the West line of said Southwest $\frac{1}{4}$, 387.34 feet; thence South 78 degrees 42 minutes 05 seconds East, 483.112 feet along a line parallel with the center line (as constructed and per plat of dedication recorded as Document Number 11,203,457) of said Irving Park Road and the Northwesterly extension thereof; thence North 11 degrees 17 minutes 55 seconds East along a line perpendicular to the last described course, 343.217 feet to a point on said center line of Irving Park Road; thence North 78 degrees 42 minutes 05 seconds West along said center line, 150.959 feet; thence continuing along said center line Northwesterly 410.235 feet along the arc of a circle of 2292.01 feet radius convex to the Southwest and tangent to the last described line, to the point of beginning, excepting from the above described parcel of land the two parts thereof described as follows:

Commencing at a line in above designated point of beginning; thence Southeasterly 250.00 feet along the aforesaid arc of a circle; thence South 230.00 feet along a line parallel with the West line of said Southwest $\frac{1}{4}$; thence North 71 degrees 34 minutes 16 seconds West, 249.873 feet to a point on said West line, 230.00 feet South of the aforesaid point of beginning; thence North along said West line, 230.00 feet to said point of beginning, in Cook County, Illinois.

That part of the fractional southwest $\frac{1}{4}$ of Section 30, Township 41 North, Range 10, East of the third principal meridian, described as follows:

STATE OF ILLINOIS

COUNTY OF

I, Virginia Becknell do hereby certify that on the 28th day of October, 1999, Richard Breslich, Trustee of the Richard Breslich Trust No. 1 dated September 8, 1987, personally appeared before me and being first duly sworn by me severally acknowledged that he signed the foregoing document.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.

Virginia Becknell
Notary Public
My commission expires



STATE OF ILLINOIS

COUNTY OF

I, Virginia Becknell do hereby certify that on the 28th day of October, 1999, Jean Breslich, Trustee of the Jean G. Breslich Trust No. 1 dated September 8, 1987, personally appeared before me and being first duly sworn by me severally acknowledged that he signed the foregoing document.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.

Virginia S. Becknell
Notary Public
My commission expires

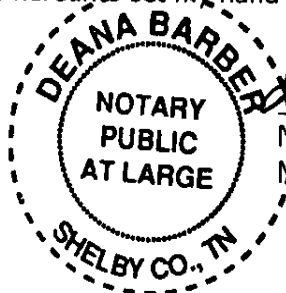


STATE OF TENNESSEE

COUNTY OF SHELBY

I, Deana Barber, do hereby certify that on the 22nd day of October 1999, Gene Auerbach and Wm. David Gilmore, the Senior Vice President and Vice President of AutoZone, Inc., a Nevada corporation, personally appeared before me and being first duly sworn by me severally acknowledged that they signed the foregoing document in the respective capacities therein set forth and declared that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.



Deana Barber
Notary Public
My commission expires: 5/23/2000

customers, employees, invitees, then Landlord agrees to cooperate with Tenant to prevent such actions, including, but not limited to, granting Tenant the right to erect signs at Tenant's cost and expense, enforcing Landlord's right to the exclusive use of the Shopping Center and/or suing the adjacent owner for trespass.

Exhibits A and B to the Lease are identical to Exhibits A and B attached hereto and made a part hereof.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Lease as of the date first above written.

Landlord: Richard L. Breslich, Trustee of the Richard L. Breslich Trust No. 1 dated September 8, 1987, and Jean G. Breslich, Trustee of the Jean G. Breslich Trust No. 1 dated September 8, 1987

Tenant: AutoZone, Inc., a Nevada corporation

By: Richard L. Breslich Trustee
Name: Richard L. Breslich
Title: Trustee

By: Eugene E. Auerbach
Name: Eugene E. Auerbach
Title: Senior Vice President

By: Jean G. Breslich Trustee
Name: Jean G. Breslich
Title: Trustee

By: W. David Gilmore
Name: W. David Gilmore
Title: Vice President

Date: 10-28-99

Date: 10-22-89

business; adult entertainment; commercial indoor amusements; schools of any type; churches; car rentals or sales parking vehicles offered for lease or sale in the parking areas of the Shopping Center; restaurants; nightclubs; cocktail lounges; taverns; entertainment facilities; undertaking establishments; bingo games or off-track betting agencies; post offices or postal facilities; gymnasiums, spas, tanning facilities, dance studios or health clubs; theaters, either motion picture or live; bowling alley; skating rink of any type

Section 23 of the Lease provides:

(A) All those portions of the Shopping Center shown on Exhibit "B" which are not presently occupied by buildings and the Fenced Area (hereinafter called the "Common Facilities"), shall be for the exclusive joint use of all tenants of the Shopping Center and the owner of the Wendy's Property by way of the Reciprocal Easement Agreement referenced in Exhibit "C", and their employees, customers, and invitees and Landlord hereby grants to Tenant, its employees, customers and invitees, the right to use, in common with all other tenants of the Shopping Center and the owner of the Wendy's Property, all of the Common Facilities (except that Tenant's loading area shall be reserved for Tenant's exclusive use) and any enlargement thereof for ingress and egress to and from the Demised Premises and the public streets and highways shown on Exhibit "B" and for the parking of motor vehicles in the parking areas designated on Exhibit "B" hereto. Landlord agrees, at its own expense, to maintain the Common Facilities throughout the Term in good repair; clean and clear of snow, ice, rubbish and debris; properly drained; striped (restriping shall be performed by Landlord at least once each year, adequately lighted and in a clean, safe and orderly condition at all times when the Demised Premises is open for business and for one-half (1/2) hour after closing thereof.

(B) Throughout the Term, the Common Facilities shall contain a parking area as shown on Exhibit "B" and Landlord shall not use or permit the Common Facilities to be used for carnivals or other businesses, temporarily or permanently. If, at any time during the Term, said parking area shall be reduced by reason of taking or appropriation under any power of eminent domain and if Tenant does not terminate this Lease as permitted in the section of this Lease entitled "Eminent Domain," then the Rent shall abate in the same proportion that the parking area so taken bears to the total parking area as shown on Exhibit "B" hereto. If, at any time during the Term, Landlord by its acts or omissions reduces or permits a reduction of the parking area or if Landlord changes the location or arrangement of the parking area (except if, over the Term, no more than ten (10) spaces in the parking area adjacent to the western side of the building are eliminated or relocated) then the Rent and all other charges payable under the terms of this Lease shall abate. If Landlord permits the Common Facilities to be used for a carnival or other business, either temporarily or permanently, Tenant may take whatever actions are necessary to remove such carnival or other business from the Common Facilities and Tenant shall be entitled to abate the Rent from the time the carnival or other business begins operating until cessation of such business and then for three (3) additional months thereafter.

(C) Nothing in this Section shall prevent Landlord from putting a "For Sale" or "For Rent" sign along the Irving Park Road, so long as such sign is limited to no more than four square feet, the top of the sign is no greater than eight feet of the ground and does not limit or impede visibility to Tenant's sign on the pylon or the building.

(D) Landlord agrees that if the owner of the adjacent parcel to the east or its tenants, agents, contractors or their customers, invitees or employees park in the parking areas within the Shopping Center, and such actions have an adverse effect on parking for Tenant and its

EXHIBIT 'B'

Plot Plan

PARCEL NO. 1- That part of the fractional Southwest quarter of Section 30, Township 41 North, Range 10 East of the Third Principal Meridian described as follows: Commencing at the point of intersection of the west line of said Southwest quarter with the center line of Irving Park Road as constructed, said point being 907.88 feet north of the Southwest corner of said Southwest quarter; thence South along the west line of said Southwest quarter, 387.34 feet; thence South 78 degrees 42 minutes 05 seconds East, 481.112 feet along a line parallel with the center line (as constructed) and per plat of dedication recorded as Document Number 11,233,459 of said Irving Park Road and the Northwesterly extension thereof; thence North 11 degrees 17 minutes 55 seconds East along a line perpendicular to the last described course, 311.217 feet to a point on said center line of Irving Park Road; thence North 78 degrees 42 minutes 05 seconds East along said center line, 150.957 feet; thence continuing along said center line Northwesterly 410.235 feet along a arc of a circle of 2292.01 feet radius convex to the Southwest and tangent to the last described line, to the point of beginning, EXCEPTING from the above described parcel of land that part thereof described as follows: Commencing at the above designated point of beginning; thence Southeastly 250.30 feet along the aforesaid arc of a circle; thence South along a line parallel with the West line of said Southwest quarter, 355.71 feet to the South line of the above described parcel; thence North 78 degrees 42 minutes 05 seconds West along said South line, 214.74 feet to the West line of said Southwest quarter; thence North along said West line, 387.34 feet to the place of beginning, in Cook County, Illinois.

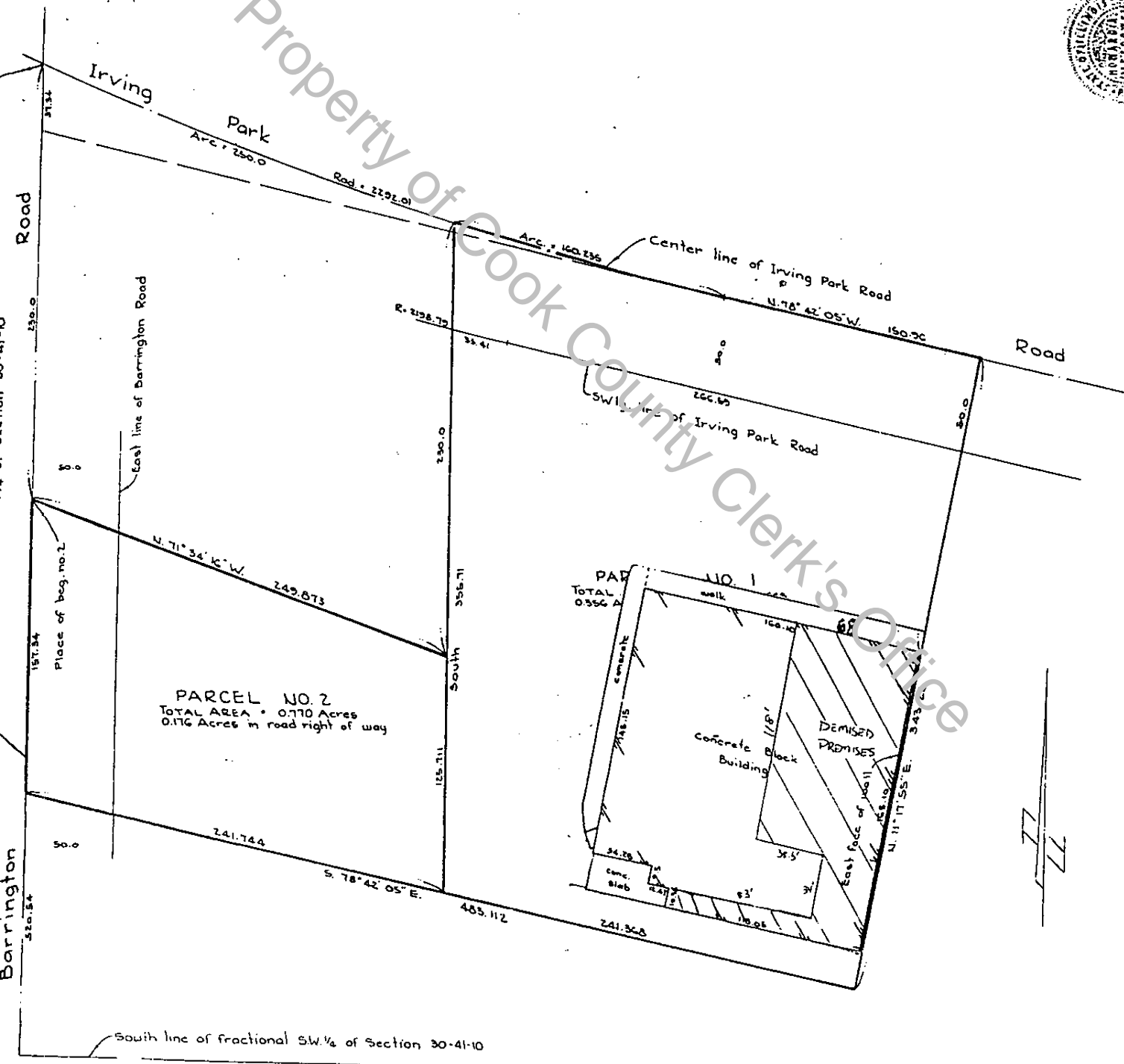
PARCEL NO. 2- That part of the Fractional Southwest quarter of Section 30, Township 41 North, Range 10 East of the Third Principal Meridian described as follows: Commencing at the point of intersection of the west line of said Southwest quarter with the center line of Irving Park Road as constructed, said point being 907.88 feet north of the Southwest corner of said Southwest quarter; thence South 00 degrees 00 minutes 00 seconds West along said West line of said Southwest quarter, a distance of 230.00 feet to the point of beginning; thence continuing South 00 degrees 00 minutes 00 seconds West along said West line, a distance of 157.34 feet; thence South 78 degrees 42 minutes 05 seconds East, a distance of 214.74 feet; thence North 00 degrees 00 minutes 00 seconds East, a distance of 124.711 feet to a point, 1 yin. 217.87 feet South 71 degrees 34 minutes 16 seconds East from the point of 39,141-1-1; thence North 71 degrees 34 minutes 16 seconds East, a distance of 217.87 feet to the point of beginning, in Cook County, Illinois.

STATE OF ILLINOIS }
COUNTY OF LAKE }

This is to certify that I have prepared the plat hereon drawn which is a correct representation of the above described properties.

Dated at Elgin, Illinois this 28th day of December A.D. 1985.

Howard H. Maden



Dimensions in feet and decimals

EXHIBIT "C"
Title Exceptions

Mortgages:

Landlord covenants that prior to commencement of the Term of this Lease, the mortgages described below shall either be discharged of record or the mortgagees shall execute an agreement in accordance with Section 7(C) of this Lease: "NONE"

Landlord warrants that there are no easements, restrictions, or other matters that will affect or limit the use of the Demised Premises or Common Facilities by Tenant in accordance with the terms of this Lease, except as follows:

1. Rights of the State of Illinois, the municipality and the public, in and to that part of the Shopping Center which may fall in (1) Barrington Road (2) land dedicated for road purposes by an instrument recorded July 11, 1932 as Document No. 11,114,250 and (3) land dedicated for road purposes by an instrument recorded February 24, 1933 as Document 11,203,459.
2. An easement affecting the South ½ of Irving Park Boulevard in favor of the Commonwealth Edison Company and the Illinois Bell Telephone Company for pole lines, conduits and incidental purposes by an instrument recorded August 15, 1961 as Document No. 18,247,677.
3. An easement affecting the southerly 20 feet of the Shopping Center for ingress and egress of the adjoining owners by an instrument recorded January 16, 1969 as Document No. 20,729,727.
4. An easement in favor of Maywood Proviso State Bank Trust Number 1348 affecting the Shopping Center for the purpose of connecting water and sewer facilities to be installed on adjoining premises with similar facilities to be installed on the Shopping Center with the right of ingress and egress thereto for such purposes by an instrument recorded December 26, 1968 as Document No. 20,843,444.
5. An easement in favor of Northern Illinois Gas Company for the installation, relocation, renewal and removal of gas mains and appurtenances by an instrument recorded February 7, 1961 as Document No. 18, 079,746.
6. An easement in favor of Commonwealth Edison Company, its successors and assigns for the purpose of pole lines, conduits and incidental purposes by instrument recorded June 24, 1970 as Document No. 21,192,082 and affecting (1) the southerly 20 feet of the land (2) a strip of land 10 feet in width, the center line of the strip being as follows: Commencing at the intersection of the southerly property line of the Shopping Center and the easterly line of Barrington Road, thence northerly 73.00 feet for a point of beginning; thence southeasterly in a straight line to a point of termination in the southerly property line of the Shopping Center, said point being 40.00 feet easterly of the Easterly line of Barrington Road (as measured along the southerly property line of the Shopping Center).
7. An easement in favor of the State of Illinois for the purpose of installing and maintaining traffic control devices affecting the southerly 15 feet of the northerly 65 feet of the easterly 22.0 feet of the Shopping Center by an instrument recorded October 7, 1982 as Document No. 26,374,812.
8. An building encroachment, as disclosed by a survey or inspection, located 13 feet west of the east lot line of the Shopping Center.
9. Reciprocal Easement Agreement with Wendy's International, Inc. for ingress and egress, installation and maintenance of pylon sign and utility lines and ten employee parking spaces.