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Doc#: 0915245136 Fee: \$44.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 06/01/2009 03:28 PM Pg: 1 of 5

This memorandum prepared by and upon  
recording return to:  
Matthew R. Buesching, Esq.  
Thompson Coburn LLP  
One US Bank Plaza  
St. Louis, MO 63101

Property of Cook County Clerk's Office

## MEMORANDUM OF LEASE

This MEMORANDUM OF LEASE (this "Memorandum") is made and entered into as of May 27, 2009, by and between **PHWD REALTY, LLC**, an Illinois limited liability company ("Landlord"), as grantor, having a mailing address of 7444 Long Avenue, Skokie, Illinois 60077; and **PHWD, LLC**, an Illinois limited liability company ("Tenant"), as grantee, having a mailing address of 3500 South Giles Avenue, Chicago, Illinois 60653.

### WITNESSETH:

WHEREAS, Landlord and Tenant are parties to that certain Amended and Restated Lease Agreement (the "Lease"), dated as of May 27, 2009, whereby Landlord leases to Tenant and Tenant leases from Landlord the premises (the "Leased Premises") described on Exhibit A attached hereto and incorporated herein by reference.

WHEREAS, Landlord and Tenant desire to confirm and ratify and to provide notice of the Lease including, without limitation, the terms and conditions described in this Memorandum.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration as more fully provided in the Lease, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Subject to the covenants and conditions contained in the Lease, Landlord has leased and

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does hereby lease to Tenant, and Tenant has leased and does hereby lease from Landlord, the Leased Premises.

2. The term of the Lease commenced on May 27, 2009, and shall expire on May 31, 2029 (the "Lease Term"), or such earlier date as may be provided within the Lease. Tenant shall have the option to extend the Lease Term for four (4) successive periods of five (5) years each pursuant to the terms and conditions more particularly set forth in the Lease.

3. This instrument does not alter, amend, modify or change the Lease or the exhibits thereto in any respect. All of the provisions of the Lease and exhibits thereto are hereby incorporated by reference in this Memorandum of Lease. In the event of any conflict between the provisions of this instrument and the Lease, the provisions of the Lease shall control.

4. This instrument shall be binding upon Landlord and Tenant and their respective successors and assignees.

[Signatures appear on following pages]

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## SIGNATURE PAGE FOR MEMORANDUM OF LEASE

IN WITNESS WHEREOF, Landlord and Tenant have executed these presents the day and year first above written.

**LANDLORD:**

**PHWD REALTY, LLC,**  
an Illinois limited liability company

By: [Signature]  
Benjamin M. Klein, Manager

STATE OF ILLINOIS )  
COUNTY OF Cook )

The foregoing instrument was acknowledged before me this 21 day of May, 2009, by Benjamin M. Klein, Manager, of PHWD REALTY, LLC, an Illinois limited liability company, on behalf of the limited liability company.

WITNESS my hand and official seal, this 21 day of May, 2009.

Signature [Signature]

NOTARY SEAL

My commission expires: 7-2-11



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## SIGNATURE PAGE FOR MEMORANDUM OF LEASE

**TENANT:**

**PHWD, LLC,**  
an Illinois limited liability company

By:   
Benjamin M. Klein, Manager

STATE OF ILLINOIS )  
COUNTY OF Cook )

The foregoing instrument was acknowledged before me this 21 day of May, 2009, by Benjamin M. Klein, Manager, of PHWD, LLC, an Illinois limited liability company, on behalf of the limited liability company.

WITNESS my hand and official seal, this 21 day of May, 2009.

Signature 

NOTARY SEAL

My commission expires 7-2-11



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## Exhibit A

Parcel 1: Lots 1, 2, 3, and 4, all inclusive, in County Clerk's Division of the East 1/2 of the East 1/2 of the Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4 of Section 34, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (excepting that part thereof taken and used for public alley purposes).

Parcel 2: Lots 1 and 2 in Dales Subdivision of the West 1/2 of the East 1/2 of the North 10 acres of Nelson's Subdivision of the West 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 34, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3: Lots 3 and 4 in Dales Subdivision of the West 1/2 of the East 1/2 of the North 10 acres of Nelson's Subdivision of the West 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 34, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Pins: 17-34-310-002  
17-34-310-003  
17-34-310-004  
17-34-310-055  
17-34-310-056  
17-34-310-057  
17-34-310-058

Property Address: 3500 S. Giles Ave., Chicago, Illinois 60653