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Cook County Recorder 29.50

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REQUESTED BY:

Dale A. Burket, Esquire  
**LOWNDES, DROSDICK, DOSTER, KANTOR & REED, P.A.**  
215 North Eola Drive  
Orlando, Florida 32801

AFTER RECORDATION RETURN TO:

**NEAR NORTH NATIONAL TITLE**  
222 North LaSalle Street  
Chicago, Illinois 60601  
Attn: Patrick Young



RETURN BY: MAIL (X) PICK UP ( )

Bennigan's #/Deerfield, Cook County, Illinois

**MEMORANDUM OF LEASE**

This Memorandum of Lease is made as of December 21, 1999, and effective as of December 21, 1999, by and between **CNL-BB CORP.**, a Florida corporation, with principal office and place of business at CNL Center at City Commons, 450 South Orange Avenue, Orlando, Florida 32801-3336 ("Landlord"), and **STEAK AND ALE OF ILLINOIS, INC.**, A Nevada corporation, with a mailing address of 6500 International Parkway, Plano, Texas 75093 ("Tenant").

In consideration of ONE AND NO/100 DOLLARS (\$1.00) and other valuable consideration paid by Tenant to Landlord and the mutual covenants contained in that certain Lease Agreement between the parties hereto dated on even date herewith (hereinafter called the "Lease"), Landlord has leased and does hereby lease to Tenant, and Tenant has hired and does hereby hire from Landlord, upon the terms and conditions set forth in said Lease, the following described premises (hereinafter "Premises") being legally described in Exhibit "A" attached hereto and made a part hereof, together with all appurtenant rights and privileges. Premises shall include all improvements and structures whether now existing or hereafter constructed thereon.

The term of the Lease is fifteen (15) years commencing on the date hereof and ending on December 20, 2014. Said Lease provides for options to renew for three (3) five (5) year terms. Tenant has the first right of refusal to purchase the Premises and various options to purchase the Premises during the term of the Lease and any renewals or extensions thereof upon the terms and conditions set forth in the Lease, and an option to substitute another property for the Premises upon the terms and conditions set forth in the Lease.

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Tenant shall not do or suffer anything to be done whereby the Premises, or any part thereof, may be encumbered by a mechanic's lien or similar lien, and, if, whenever and as often as any mechanic's lien or similar lien is filed against the Premises, or any part thereof, purporting to be for or on account of any labor done, materials or services furnished in connection with any work in or about the Premises, done by, for or under the authority of Tenant, or anyone claiming by, through or under Tenant, Tenant shall discharge the same of record within thirty (30) days after service upon Tenant of notice of the filing thereof; provided, however, Tenant shall have the right to remove the lien by bonding the same in accordance with applicable law and to contest any such lien; provided further that Tenant shall diligently prosecute any such contest, at all times effectively staying or preventing any official or judicial sale of the Premises under execution or otherwise, and, if unsuccessful, Tenant shall satisfy any final judgment against Tenant adjudging or enforcing such lien or, if successful, procuring record satisfaction or release thereof.

**[Signatures on Next Page]**

Property of Cook County Clerk's Office

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

"LANDLORD"

Signed, Sealed and Delivered in the presence of:

CNL-BB CORP., a Florida corporation

Mary Lee Stallings  
Name: Mary Lee Stallings

By: [Signature]  
Robert A. Bourne, as President

Jeanne E. Ball  
Name: Jeanne E. Ball

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me on the 20 day of December, 1999, by Robert A. Bourne, as President of CNL-BB CORP., a Florida corporation, on behalf of the corporation. He is personally known to me and did not take an oath.

[Signature]  
Notary Signature

Printed Name  
Notary Public, State of Florida  
Commission Number:  
My Commission Number:

Mary Lee Stallings  
My Commission CC8402  
Expires July 6, 2003

"TENANT"

STEAK AND ALE OF ILLINOIS, INC., a Nevada corporation

Michele Bibb  
Name: Michele Bibb

Barbara J. Elwell  
Name: BARBARA J. ELWELL

By: Todd M. Watson  
Name: TODD M. WATSON  
As Its: SR. VICE-PRESIDENT  
SECRETARY/TREASURER

STATE OF TEXAS  
COUNTY OF Collin

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of December, 1999, by Todd M. Watson, as Sr. VP of STEAK AND ALE OF ILLINOIS, INC., a Nevada corporation on behalf of the corporation.

(NOTARY SEAL)



Cherie D. Sotolongo  
Notary Public, State of Texas

Printed Name: \_\_\_\_\_  
Notary Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**

**Legal Description of the Premises**

Bennigan's/Deerfield, Cook County, Illinois

**PARCEL 1:**

LOT 3 IN THE FINAL PLAT OF DEERFIELD DEPOT SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 42 NORTH RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 9, 1998 AS DOCUMENT NUMBER 98183480, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CONTAINED IN DOCUMENT NUMBER 91488781.

**PARCEL 3:**

RECIPROCAL EASEMENT AND OPERATING AGREEMENT FOR THE BENEFIT OF PARCEL 1 IN DOCUMENT NUMBER 98183483 AS AMENDED BY INSTRUMENT RECORDED AS DOCUMENT NUMBER 98639499.