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WHEN RECORDED MAIL TO:

Doc#: 1208019058 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/20/2012 02:22 PM Pg: 1 of 5

Prepared By:

Panera, LLC
Three Charles River Place
63 Kendrick Street
Needham, MA 02494
Attn: Development Counsel

*Returns to: Fidelity National
7130 Glen Forest Dr.
Richmond Va 23226*

SPACE ABOVE THIS LINE FOR RECORDER'S USE

13973042

MEMORANDUM OF LEASE

This is a Memorandum CHICAGO TITLE AND TRUST COMPANY, as Trustee under Trust Agreement dated May 3, 1968 and known as Trust No. 52076 (hereinafter called "Landlord") and PANERA, LLC, a Delaware limited liability company (hereinafter called "Tenant"), upon the following terms:

Date of Lease: JUNE 17, 2005

Description of Premises: See Exhibit A attached hereto.

Date of Commencement: The Commencement Date shall be the earlier to occur of the following: (i) the day on which Tenant opens for business to the public in the Premises, or (ii) one hundred twenty (120) days after the Premises Delivery Date.

Term: Ten (10) Years expiring on the last day of the tenth (10th) Lease Year.

Renewal Options: Three (3) options of five (5) years each

Exclusive Use: So long as Tenant has not ceased to use the Premises for a period in excess of one hundred eighty (180) consecutive days for any reason other than alterations, casualty, condemnation, force majeure or other reason beyond Tenant's reasonable control, Tenant shall have the exclusive right within the Center to sell bagels, freshly baked bread, and sandwiches. Notwithstanding the foregoing, Landlord and Tenant acknowledge and agree that Landlord shall be permitted to allow a restaurant use within the Center so long as (i) such use is not located within the building within which the Premises is located, and (ii) such restaurant use does not derive more than ten percent (10%) of its gross sales, in the aggregate, from the sale of bagels, freshly baked bread and sandwiches; provided, however, for the purposes of the foregoing, the sale of pizza, wraps, gyros, hamburgers, hot dogs, burritos, tacos, hot beef, sausage, meatballs, chicken sandwiches in which the chicken is grilled over an open flame and fish sandwiches shall not be considered "sandwiches" or "freshly baked bread".

The purpose of this Memorandum of Lease is to give record notice of the Lease and of the rights created thereby, all of which are hereby confirmed. Any and all defined terms used herein shall have the same meaning as ascribed thereto in the Lease, unless

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defined herein.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the dates set forth in their respective acknowledgments.

TENANT:

PANERA, LLC

By: *Neal Yanofsky*

Print Name: Neal Yanofsky

Title: Executive Vice President, Chief Administrative Officer

Date: June 17, 2005

LANDLORD:

CHICAGO TITLE AND TRUST COMPANY,
as Trustee as aforesaid

By: *Lidia Maginca*

Print Name: LIDIA MAGINCA

Title: Trust Officer

Date: JAN 10 2006



SEE ATTACHED LABORATORY
CLAUSE FOR SIGNATURE

Property of Cook County Clerk's Office

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It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against CHICAGO TITLE LAND TRUST COMPANY, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

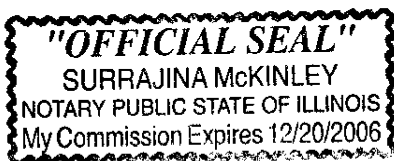
Date: 01-10-06

State of Illinois
County of Cook

SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that the above named Assistant Vice President of **CHICAGO TITLE LAND TRUST COMPANY**, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Assistant Vice President, appeared before me this day in person and acknowledged that she/he signed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of the Company for the uses and purposes therein set forth, and the said Assistant Vice President caused the corporate seal of said Company to be affixed to said instrument as his/her own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this date: January 10, 2006



Surrajina McKinley

Notary Public

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STATE OF _____)
COUNTY OF _____) §§

Personally appeared before me, a Notary Public in and for the above County and State, _____ known personally by me and acknowledged by me to be on the date of execution, the _____ of Landlord and he/she executed the foregoing for and on behalf of said Agent on behalf of said corporation.

Witnesses by hand and this notary seal, this ___ day of _____, 200_.

Notary Public in and for the State and aforesaid County

(Printed Name of Notary)

My Commission Expires: _____

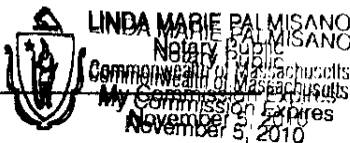
Massachusetts
STATE OF MISSOURI)
COUNTY OF SAINT LOUIS) Norfolk §§

Personally appeared before me, a Notary Public in and for the above County and State, Neal Yanofsky known personally by me and acknowledged by me to be on the date of execution, Exec. Vice President, Chief Admin. Officer of PANERA, LLC and he/she executed the foregoing for and behalf of said limited liability company by authority of its Board of Directors.

Witnesses by hand and this notary seal, this 17th day of June, 2005.

Linda M. Palmisano
Notary Public in and for the State and County aforesaid
Linda M. Palmisano
(Printed Name of Notary)

My Commission Expires: _____



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Exhibit A

Description

THE NORTH 305.00 FEET OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE EAST 255.00 FEET THEREOF) AND (EXCEPT PART FALLING IN ROAD), IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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