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Doc#: 1235244050 Fee: \$46.00
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Cook County Recorder of Deeds
Date: 12/17/2012 02:53 PM Pg: 1 of 5

Lease Memorandum

Prepared By:

Advance Stores Company, Incorporated
Lease Administration/Angie Mills
5008 Airport Road N.W.
Roanoke, VA. 24012

MEMORANDUM OF LEASE

This Memorandum of Lease (this "Memorandum") is made this 20th day of November, 2012, between CHARLOTTE PROPERTY GROUP, L.L.C., an Illinois limited liability company ("Landlord"), and ADVANCE STORES COMPANY, INCORPORATED, a Virginia corporation ("Tenant").

WITNESSETH:

Landlord and Tenant have entered into a Lease (the "Lease") dated November 13, 2012, whereby Landlord has leased to Tenant a portion of certain premises located on that certain real property, located in Mount Prospect, Cook County, State of Illinois (the "Property"), the legal description of which Property is set forth on Exhibit "A" attached hereto. The Lease contains provisions and rights appurtenant to the Property, some of which are as follows:

- I. Term. The term of the Lease is for a period of fifteen (15) years from the "Rent Commencement Date" (as established in the Lease), commencing on the "Commencement Date" (as established in the Lease). Thereafter, Tenant has the right under the Lease to renew and extend the term of the Lease for three (3) successive periods of five (5) years each.
- II. Exclusive Use Rights. The Lease provides that Landlord shall not allow any portion of the Shopping Center (other than the Leased Premises) to be used for the purpose of the sale, display or rental of automotive parts, accessories, supplies and/or maintenance items. Notwithstanding the foregoing, the above restriction shall not apply to any use that sells, displays or rents automotive parts, accessories, supplies and/or maintenance

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items as an incidental part of its business. For purposes herein “incidental part of its business” shall mean that automotive parts, accessories, supplies, and/or maintenance items do not occupy more than the lesser of ten percent (10%) of the gross leaseable area of the individual demised premises or one thousand (1,000) square feet of gross leaseable area of the individual demised premises.

- III. Successors. The covenants, conditions and agreements made and entered into by the parties hereto shall be binding upon and inure to the benefits of their respective heirs, administrators, executors, representatives, successors and assigns.
- IV. Incorporation of Lease. All terms and conditions of the Lease are hereby incorporated herein by reference as if fully set forth herein.
- V. Conflicts with Lease. This Memorandum is solely for notice and recording purposes and shall not be construed to alter modify, expand, diminish or supplement the provisions of the Lease. In the event of any inconsistency between the provisions of this Memorandum and the provisions of the Lease, the provisions of the Lease shall govern.

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EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

THAT PART OF LOT 4, IN LINNEMAN'S DIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN; AND PART OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON SEPTEMBER 10, 1953 AS DOCUMENT 15716544, DESCRIBED AS FOLLOWS:
 BEGINNING AT THE INTERSECTION OF THE WEST RIGHT OF ACCESS LINE OF ELMHURST ROAD AND THE NORTH LINE OF SAID LOT 4; THENCE SOUTH 0 DEGREES 50 MINUTES 20 SECONDS WEST, ALONG THE SAID WEST LINE OF ELMHURST ROAD, A DISTANCE OF 430.04 FEET; THENCE NORTH 09 DEGREES 09 MINUTES 40 SECONDS WEST, A DISTANCE OF 191.02 FEET; THENCE SOUTH 45 DEGREES 50 MINUTES 20 SECONDS WEST, A DISTANCE OF 42.69 FEET; THENCE NORTH PERPENDICULAR TO THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 288.94 FEET; THENCE EAST, PARALLEL WITH THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 18.44 FEET; THENCE NORTH, PERPENDICULAR TO THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 168.00 FEET TO THE SAID NORTH LINE OF LOT 4; THENCE EAST ALONG THE SAID NORTH LINE OF DISTANCE OF 209.48 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS. *LOT 4 A*

*Vacant Land - SWC Route 8³ and Montgomery
 Mount Prospect, IL*

PIN - 08-23-203-017-0000