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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 05/20/2013 01:40 PM Pg: 1 of 6

File 8917765 Cook County A Jurczak

Property of Cook County Clerk's Office

MEMORANDUM OF LEASE

Berwyn, IL
L/C: 012-2527

Prepared by: Jeffrey Angres
After Recording, return to: Amy Wilson
US Legal #088
McDonald's Corporation
One McDonald's Plaza
Oak Brook, IL 60523
L/C: 012-2527

Property Address: 7031 Ogden Ave.
Pin#: _____

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City, State: Berwyn, Illinois
 Address: 7031 Ogden Avenue
 L/C: 012-2527

Prepared by: Gillian Bregman
 After recording, return to: Amy Wilson
 McDONALD'S CORPORATION
 One McDonald's Plaza
 Oak Brook, Illinois 60523

MEMORANDUM OF LEASE

This Memorandum of Lease ("**Memorandum**") is dated March 6, 2013 between TD BERWYN LLC, an Illinois limited liability company (together with its successors and assigns, "**Landlord**") whose address is 118 S. Clinton Street, Suite 300, Chicago, Illinois 60661, and McDONALD'S USA, LLC, a Delaware limited liability company (together with its successors and assigns, "**Tenant**") whose principal place of business is located at One McDonald's Plaza, Oak Brook, Illinois 60523.

Landlord and Tenant have entered into that certain Ground Lease dated February 18, 2013, as amended from time to time (the "**Lease**"), pursuant to which Landlord leases to Tenant the parcel of land located in the City of Berwyn, County of Cook, State of Illinois, as more particularly described on Exhibit A attached (the "**Leased Space**"), together with the improvements, easements and appurtenances described in the Lease and this Memorandum (the Leased Space, together with the improvements, easements and appurtenances described above are collectively referred to as the "**Premises**"). Any defined terms (denoted by their initial capitalization) used in this Memorandum will have the same meaning and definition as set forth in the Lease.

1. **TERM:** To have and to hold for a term commencing on February 18, 2013 and ending 20 years from the date when Tenant opens its business in the Leased Space.
2. **OPTION TO EXTEND:** The term of the Lease will be automatically extended for 8 successive periods of 5 years each aggregating 40 years if Tenant does not elect to terminate the Lease at the end of the Primary Term or any Option Period.
3. **FIRST REFUSAL:** Landlord grants to Tenant the right of first refusal to lease and the right of first refusal to purchase the Premises as defined in the Lease.
4. **MEMORANDUM:** All the obligations and rights of Landlord and Tenant are set forth in the Lease. This document is a memorandum of the Lease and is subject to all the terms, conditions and provisions of the Lease. In the event of any inconsistency between the terms of the Lease and this document, the terms of the Lease will prevail. This Memorandum is binding upon and will inure to the benefit of the heirs, successors, assigns, executors and administrators of the parties.

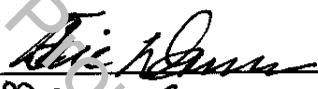
[The remainder of this page is intentionally left blank. Signature page to follow.]



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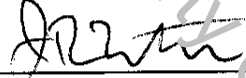
To indicate their consent to this Memorandum, the parties, or their authorized representatives or employees have signed this document.

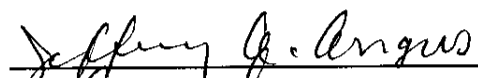
LANDLORD:
TD BERWYN LLC,
an Illinois limited liability company

TENANT:
McDONALD'S USA, LLC,
a Delaware limited liability company

By: 
Its: Manager

By:  
Its: Jacob Steinfink, Senior Counsel

ATTEST
By: 
Its: manager

ATTEST
By: 
Its: Counsel

(Attach Acknowledgment of Signatures and Exhibit A)

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ACKNOWLEDGMENT – McDONALD'S (Attestation required)

STATE OF ILLINOIS)
) SS:
COUNTY OF DUPAGE)

I, Michele M. Lechtenberg, a Notary Public in and for the county and state set forth above, CERTIFY that Jacob Steinfink as Senior Counsel and Jeffrey A. Angres as Counsel of McDONALD'S USA, LLC, a Delaware limited liability company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such authorized parties, appeared before me this day in person and acknowledged that they signed, sealed and delivered this instrument as their free and voluntary act as such authorized parties and as the free and voluntary act of the company for the uses and purposes described in this instrument.

Given under my hand and notarial seal, this 6th day of March, 2013.

Michele M. Lechtenberg
Notary Public

My commission expires 2/24/16.



ACKNOWLEDGMENT – CORPORATE LLC

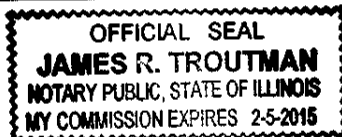
STATE OF Illinois)
) SS:
COUNTY OF Cook)

I, James R. Troutman, a Notary Public in and for the county and state set forth above, CERTIFY that ERIC DAVIS, as Manager and TD Borman, LLC, a(n) Illinois LLC corporation, who are personally known to me to be the persons whose names are subscribed to the foregoing instrument as such authorized parties, appeared before me this day in person and acknowledged that they signed, sealed and delivered this instrument as their free and voluntary act as such authorized parties and as the free and voluntary act of the company/corporation for the uses and purposes described in this instrument.

Given under my hand and notarial seal, this 13th day of May, 2013

James R. Troutman
Notary Public

My commission expires 2-5-2015.



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EXHIBIT A

Page 1 of 2

PARCEL 1:

LOTS 10 TO 16 BOTH INCLUSIVE IN THE RESUBDIVISION OF LOTS 9 TO 19, INCLUSIVE, IN BLOCK 5 AND LOTS 14-24, INCLUSIVE, IN BLOCK 6 IN HOME AVENUE ADDITION TO BERWYN, BEING A SUBDIVISION OF BLOCKS 42, 43, AND 44 IN CIRCUIT COURT PARTITION IN SECTIONS 31 AND 32 TOWNSHIP 39 NORTH, RANGE 13 AND PARTS OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 13, AND SECTIONS 1 AND 12 IN TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 1 BEING ALSO DESCRIBED AS FOLLOWS:

LOTS 10 TO 16, BOTH INCLUSIVE, IN THE RESUBDIVISION OF LOTS 9 TO 19, BOTH INCLUSIVE, IN BLOCK 5 AND LOTS 14 TO 24, BOTH INCLUSIVE, IN BLOCK 6 IN HOME AVENUE ADDITION TO BERWYN, BEING A SUBDIVISION OF BLOCKS 42, 43 AND 44 IN CIRCUIT COURT PARTITION IN SECTIONS 31 AND 32 TOWNSHIP 39 NORTH, RANGE 13 AND PARTS OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 13, AND SECTIONS 1 AND 12 IN TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 10; THENCE SOUTH 64 DEGREES 42 MINUTES 15 SECONDS WEST ALONG THE SOUTHEASTERLY LINE OF LOTS 10 TO 16, BOTH INCLUSIVE, 209.09 FEET TO THE SOUTHWEST CORNER OF SAID LOT 16; THENCE NORTH 25 DEGREES 15 MINUTES 00 SECONDS WEST ALONG THE WESTERLY LINE OF SAID LOT 16, A DISTANCE OF 124.89 FEET TO THE NORTHWEST CORNER OF SAID LOT 16; THENCE NORTH 64 DEGREES 42 MINUTES 15 SECONDS EAST ALONG THE NORTHERLY LINE OF LOTS 16, 15, 14, 13, 12 AND 11, A DISTANCE OF 179.05 FEET TO AN ANGLE POINT IN THE NORTHERLY LINE OF SAID LOT 11; THENCE NORTH 88 DEGREES 25 MINUTES 24 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID LOTS 11 AND 10, A DISTANCE OF 77.87 FEET TO THE NORTHEAST CORNER OF SAID LOT 10; THENCE SOUTH 1 DEGREE 52 MINUTES 11 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 10, A DISTANCE OF 101.97 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

LOTS 17 AND 18 IN THE RESUBDIVISION OF LOTS 9 TO 19 INCLUSIVE, IN BLOCK 5 AND LOTS 14 TO 24 INCLUSIVE IN BLOCK 6 IN HOME AVENUE ADDITION TO BERWYN, A SUBDIVISION OF PART OF THE SOUTH WEST QUARTER OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2 BEING ALSO DESCRIBED AS FOLLOWS:

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EXHIBIT A

Page 2 of 2

LOTS 17 AND 18 IN THE RESUBDIVISION OF LOTS 9 TO 19 INCLUSIVE, IN BLOCK 5 AND LOTS 14 TO 24, INCLUSIVE, IN BLOCK 6 IN HOME AVENUE ADDITION TO BERWYN, A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 18; THENCE NORTH 1 DEGREES 58 MINUTES 29 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 18, A DISTANCE OF 136.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 18; THENCE NORTH 64 DEGREES 42 MINUTES 15 SECONDS EAST ALONG THE NORTHERLY LINE OF LOTS 18 AND 17, A DISTANCE OF 54.89 FEET TO THE NORTHEAST CORNER OF SAID LOT 17; THENCE SOUTH 25 DEGREES 15 MINUTES 00 SECONDS EAST ALONG THE EASTERLY LINE OF SAID LOT 17, A DISTANCE OF 124.89 FEET TO THE SOUTHEAST CORNER OF SAID LOT 17; THENCE SOUTH 64 DEGREES 42 MINUTES 15 SECONDS WEST ALONG THE SOUTHEASTERLY LINE OF SAID LOTS 17 AND 18, A DISTANCE OF 108.63 FEET TO THE POINT OF BEGINNING.

PARCELS 1 AND 2, TAKEN AS A SINGLE TRACT, BEING DESCRIBED AS FOLLOWS:

LOTS 10 TO 18, BOTH INCLUSIVE, IN THE RESUBDIVISION OF LOTS 9 TO 19, INCLUSIVE, IN BLOCK 5 AND LOTS 14 TO 24, INCLUSIVE, IN BLOCK 6 IN HOME AVENUE ADDITION TO BERWYN, BEING A SUBDIVISION OF BLOCKS 42, 43 AND 44 IN CIRCUIT COURT PARTITION IN SECTIONS 31 AND 32, TOWNSHIP 39 NORTH, RANGE 13 AND PARTS OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 13, AND SECTIONS 1 AND 12 IN TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 10; THENCE SOUTH 64 DEGREES 42 MINUTES 15 SECONDS WEST ALONG THE SOUTHEASTERLY LINE OF LOTS 10 TO 18, BOTH INCLUSIVE, 318.53 FEET TO THE SOUTHWEST CORNER OF SAID LOT 18; THENCE NORTH 1 DEGREES 58 MINUTES 29 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 18, A DISTANCE OF 136.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 18; THENCE NORTH 64 DEGREES 42 MINUTES 15 SECONDS EAST ALONG THE NORTHERLY LINE OF LOTS 18, 17, 16, 15, 14, 13, 12 AND 11, A DISTANCE OF 233.94 FEET TO AN ANGLE POINT IN THE NORTHERLY LINE OF SAID LOT 11; THENCE NORTH 88 DEGREES 25 MINUTES 24 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID LOTS 11 AND 10, A DISTANCE OF 77.87 FEET TO THE NORTHEAST CORNER OF SAID LOT 10; THENCE SOUTH 1 DEGREE 52 MINUTES 11 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 10, A DISTANCE OF 101.97 FEET TO THE POINT OF BEGINNING.