Prepared by, recording requested By, and after recording, return to:

Attn: Susan B. Shelton, Esq. The Portillo Restaurant Group 2001 Spring Road, Suite 500 Oak Brook, IL 60523

1000 M



Doc#: 1515342021 Fee: \$44.00 RHSP Fee: \$9.00 RPRF Fee: \$1.00

Karen A.Yarbrough

Cook County Recorder of Deeds
Date: 06/02/2015 10:36 AM Pg: 1 of 4

D409306 1/1

### MEMORANDUM OF LEASE

This Memorandum of Lease is made and entered into as of the 14th day of 2015 by and between SPEED-GMX HOMEWOOD, LLC, a Delaware limited liability company ("Landlord") with offices located at c/o Speedwagon Properties, LLC, 400 N. LaSalle, Suite 805, Chicago, IL 60654, Attention Jason Schiffman, and PORTILLO'S HOT DOGS, LLC, a Delaware limited liability company ("Tenant") with offices located at c/o The Portillo Restaurant Group, 2001 Spring Road, Suite 50°C, Oak Brook, Illinois 60523, who agree as follows:

- 1. <u>Leased Premises</u>. Pursuant to that certain Lease (the "Lease") dated March 13, 2015 between Landlord and Tenant, Landlord leases to Tenant and Tenant leases from Landlord that certain real property, together with all the improvements thereon and appurtenances thereunto belonging (the "Leased Premises"), which legal description is attached hereto and incorporated herein as <u>Exhibit A</u>.
- 2. <u>Lease Term</u>. The term of the Lease is for twenty (20) years the "Lease Term") and commences upon the earlier of: (a) Tenant's opening for business, (a) (b) one hundred eighty (180) days following the later of (x) Effective Date (as such term is defined in the Lease), or (y) Tenant's receipt of all necessary approvals and permits for the construction and operation of a Portillo's restaurant (the "Commencement Date").
- 3. Options. Tenant has four (4) options to extend the Lease Term of the Lease for five (5) additional years each, all as more particularly set forth in the Lease.
- 4. Right to Leasehold Mortgage. Tenant has the right to mortgage its leasehold interest in the Leased Premises subject to each and all of the terms, covenants, conditions and restrictions set forth in the Lease and to all rights and interests of Landlord therein, all as more particularly set forth in the Lease.

SC

5. Purpose of Memorandum of Lease. 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. In the event of any conflict between the terms hereof and the terms of the Lease, the terms of the Lease shall control. Capitalized terms that are not defined herein are used as defined in the Lease.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease lay Ox Cook as of the day and year first above written.

### LANDLORD:

Speed-GMX Homewood, LLC, a Delaware limited liability company

By: Speedwagon Property Management, LLC, a Delaware limited liability company, its

By:

Portillo's Hot Dogs, LLC, a Delaware limited liability company

STATE OF TUINIS ) ss: COUNTY OF COOL )
Before me, the undersigned Notary Public of the State and County aforesaid, the foregoing was acknowledged by <u>JASON SCHIFFINAN</u> , the <u>MANAGEL</u> of Speed-GMX Homewood, LLC, a Delaware limited liability company.
WITNESS my hand and seal this day of, 2015.
"OFFICIAL SEAL" YUNA 3 SONG NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXP ALS 3/11/2019  My Commission expires: 3/11/2019
STATE OF ILLINOIS
COUNTY OF DUPAGE )
Before me, the undersigned Notary Public of the State and County aforesaid, the foregoing was acknowledged by Susan Shelton, the General Counself Secy, Portillo's Hot Dogs, LLC, a Delaware limited liability company.
WITNESS my hand and seal this 12 day of May, 2015.
OFFICIAL SEAL DEBRA L BASSI NOTARY PUBLIC - STATE OF ILLINOIS INV COMMISSION EXPIRES:03/07/17 My Commission expires:

#### **EXHIBIT A**

### LEGAL DESCRIPTION OF LEASED PREMISES

LOT 1 IN MOTHER TUCKER'S SUBDIVISION, BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 23, 1985 AS DOCUMENT NUMBER 85113885, IN COOK COUNTY, ILLINOIS, EXCEPT FOR THAT PART DESCRIBED AS FOLLOWS:

BEGINNINC AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG THE NORTH LINE OF LOT 1, A DISTANCE OF 452.37 FEET TO A LINE 51.50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 32 AFORESAID; THENCE SOUTH 00 DEGREES, 09 MINUTES, 00 SECONDS WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 46.00 FEET; THENCE NORTH 45 DEGREES, 00 MINUTES, 00 SECONDS WEST, A DISTANCE OF 42.43 FEET TO A LINE 16.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF LOT 1; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, A DISTANCE OF 252.37 FEET; THENCE NORTH 85 DEGREES, 02 MINUTES, 59 SECOND3 WEST, A DISTANCE OF 127.48 FEET; THENCE SOUTH 55 DEGREES, 24 MINUTES, 21 SECONDS WEST, A DISTANCE OF 35.23 FEET TO THE WEST LINE OF LOT 1 AFORESAID; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG SAI'D VEST LINE, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING; ALSO EXCEPTING THAT PART DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE ON AN ASSUMED BEARING OF NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 1.76 FEET TO A LINE 51.50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 32 AFORESAID; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 195.00 FEET TO THE SOUTH LINE OF LOT 1; THENCE SOUTH 90 DEGREES, 90 MINUTES, 00 SECONDS EAST ALONG SAID SOUTH LINE, A DISTANCE OF 15.03 FEET TO THE EAST LINE OF LOT 1; THENCE NORTH 03 DEGREES, 53 MINUTES, 32 SECONDS WEST ALONG SAID EAST LINE, A DISTANCE OF 195.45 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Address:

17500 S. Halsted Street, Homewood, IL 60430

PIN:

29-32-200-056-0000