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RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 11/03/2015 11:37 AM Pg: 1 of 7

Prepared by:

Robert L. Fernandez, Esq.
DENTONS US LLP
233 S. Wacker Drive, Suite 5900
Chicago, Illinois 60606

After recording, return to:

McDONALD'S CORPORATION
2915 Jorie Boulevard
Oak Brook, Illinois 60523
Attention: Mark Meister, Esq.

3620 North Clark Street, Chicago, IL
L/C: 012/0472

MEMORANDUM OF WORK AGREEMENT

THIS MEMORANDUM OF WORK AGREEMENT is dated effective as of the 30th day of October, 2015 (the "Effective Date"), by and among **NORTH CLARK STREET LLC**, a Delaware limited liability company (the "Fee Owner"), **HSC PLAZA AND BUILDING OPERATIONS LLC**, a Delaware limited liability company ("Landlord", and together with the Fee Owner, the "Developer"), and **McDONALD'S USA, LLC**, a Delaware limited liability company ("McDonald's"). By executing and recording this Memorandum, Developer and McDonald's give notice of the following facts. Any person taking any interest in the Real Property (as defined below) shall do so subject to all documents (including all terms of such documents) and other matters that this Memorandum refers to or discloses. All capitalized terms not defined in this Memorandum of Work Agreement shall have the meaning ascribed to such terms in the Work Agreement (as such term is hereafter defined).

1. **DEVELOPER'S REAL PROPERTY.** Fee Owner owns the fee simple interest and Landlord owns the leasehold interest in that certain parcel of real property more particularly described in **Exhibit A** (the "Real Property").

2. **WORK AGREEMENT.** Developer and McDonald's entered into a Work Agreement of even date herewith (the "Work Agreement"), which Work Agreement provides for certain work to be performed and obligations undertaken by Developer and McDonald's, respectively, all as more fully set forth in the Work Agreement with respect to the Real Property. Developer and McDonald's desire to provide public notice of the existence of the Work Agreement, intending that this Memorandum shall be recorded in the land records for the County of Cook, State of Illinois.

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COOK COUNTY RECORDER OF DEEDS

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3. **AGREEMENT.** Developer hereby agrees to deliver certain Replacement Premises (as such term is defined in the Work Agreement) as more fully set forth in, and subject to the terms, conditions and provisions of, the Work Agreement.

4. **NO EFFECT ON WORK AGREEMENT.** This Memorandum is prepared, signed, and acknowledged solely for recording purposes under Illinois law. This Memorandum does not modify, increase, decrease, or in any other way affect the rights, duties, and obligations of Developer and McDonald's under the Work Agreement. Each of Developer and McDonald's has rights, duties, and under the Work Agreement that are not stated in this Memorandum. If the Work Agreement and this Memorandum conflict, the Work Agreement governs. Nothing in this Memorandum constitutes any representation or warranty by either party. To the extent, if any, that the Work Agreement limits the liability of either Developer or McDonald's, such limitation shall apply with the same force and effect to any liability of Developer or McDonald's under this Memorandum.

5. **SUCCESSORS AND ASSIGNS.** The Work Agreement and this Memorandum shall bind and benefit the parties and their permitted successors and assigns; provided, however, this Section 5 shall not limit any restrictions on assignment or other transfer in the Work Agreement.

6. **TERMINATION.** This Memorandum shall automatically terminate and be of no force or effect upon the earliest to occur of: (i) any termination of the Work Agreement; or (ii) (x) the date on which the Developer has Delivered to McDonald's the Replacement Premises in the condition required per the terms of the Work Agreement, and (y) the date on which Developer has paid (or McDonald's has actually received as a result of draws on the Letter of Credit) all Downtime Payments then due to McDonald's and any other amounts that may be payable by Developer to McDonald's pursuant to the terms of this Work Agreement; or (iii) the date on which the Work Letter Stipulated Damages is paid to McDonald's.

7. **FURTHER ASSURANCES.** Each party shall execute, acknowledge (where necessary), and deliver such further documents, and perform such further acts, as may be reasonably necessary to achieve the intent of the parties as expressed in this Memorandum. If the Work Agreement terminates, then McDonald's shall execute, acknowledge (where necessary), and deliver such documents as Developer shall reasonably require or as any title insurance, abstract company, or institutional lender shall require to remove this Memorandum of record. In the event the Work Agreement is amended, then Developer and McDonald's shall execute, acknowledge and deliver an instrument amending this Memorandum to the extent such instrument is required under applicable law and either Developer or McDonald's shall be permitted to record such instrument.

8. **COUNTERPARTS.** This Memorandum may be executed in counterparts.

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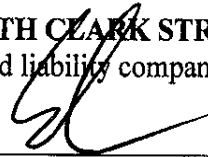
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Signature Page to Memorandum of Work Agreement

IN WITNESS WHEREOF, Fee Owner, Landlord and McDonald's have executed this Memorandum as of the Effective Date.

FEE OWNER:

NORTH CLARK STREET LLC, a Delaware limited liability company

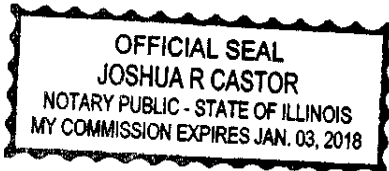
By: 
Name: Eric Nordness
Its: Vice President

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Joshua R Castor, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Eric Nordness personally known to me to be the Vice President of NORTH CLARK STREET LLC, a limited liability company of the State of Delaware, whose name is subscribed to the within Instrument, appeared before me this day in person and severally acknowledged that as such Vice President of NORTH CLARK STREET LLC, he signed and delivered the said Instrument of writing as Vice President to be thereunto affixed, as his free and voluntary act and as the free and voluntary act and deed of NORTH CLARK STREET LLC, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 22nd day of October, 2015.

Notary Public Joshua R Castor
My Commission Expires: January 3, 2018



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Signature Page to Memorandum of Work Agreement

IN WITNESS WHEREOF, Fee Owner, Landlord and McDonald's have executed this Memorandum as of the Effective Date.

LANDLORD:

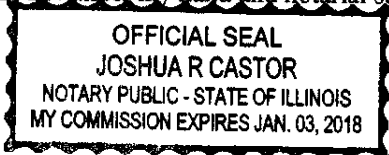
HSC PLAZA AND BUILDING OPERATIONS LLC, a Delaware limited liability company

By: _____
Name: Eric Nordness
Its: Vice President

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Joshua R Castor, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Eric Nordness, personally known to me to be the Vice President of HSC PLAZA AND BUILDING OPERATIONS LLC, a limited liability company of the State of Delaware, whose names is subscribed to the within Instrument, appeared before me this day in person and severally acknowledged that as such Vice President, he signed and delivered the said Instrument of writing as Vice President of HSC PLAZA AND BUILDING OPERATIONS LLC to be thereunto affixed, as his free and voluntary act and as the free and voluntary act and deed of HSC PLAZA AND BUILDING OPERATIONS LLC, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 22nd day of October, 2015.



Joshua R Castor
Notary Public

My Commission Expires: January 3, 2018


UNOFFICIAL COPY

Signature Page to Memorandum of Work Agreement

IN WITNESS WHEREOF, Fee Owner, Landlord and McDonald's have executed this Memorandum as of the Effective Date.

MCDONALD'S:


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

By: 
Its: Senior Counsel

STATE OF)
) SS.
COUNTY OF)

I, Tiffani Megenbier, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Mark Meister, personally known to me to be the Senior Counsel of McDonald's USA, LLC, a limited liability company of the State of Delaware, whose name is subscribed to the within instrument, appeared before me this day in person and severally acknowledged that as such Senior Counsel, they signed and delivered the said Instrument of writing as Senior Counsel McDonald's USA, LLC to be thereunto affixed, as their free and voluntary act and as the free and voluntary act and deed of McDonald's USA, LLC, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 29th day of October, 2015.


Notary Public

My Commission Expires: 5/2/2018



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EXHIBIT A

Description of the Real Property

PARCEL 1:

LOTS 18 TO 26, BOTH INCLUSIVE, AND THAT PART OF LOTS 27 AND 28 LYING WEST OF A LINE DRAWN FROM A POINT IN THE SOUTH LINE OF SAID LOT 28, A DISTANCE OF 52.50 FEET WEST OF THE SOUTHEASTERLY CORNER THEREOF, TO A POINT IN THE NORTHEASTERLY LINE OF LOT 27, A DISTANCE OF 6.50 FEET NORTHWESTERLY OF THE SOUTHEASTERLY CORNER OF SAID LOT 27 IN TALBOT'S SUBDIVISION OF THAT PART OF BLOCK 13, LYING WEST OF GREEN BAY ROAD (NOW CLARK STREET) IN LAFLIN, SMITH AND DYER'S SUBDIVISION OF THE NORTHEAST QUARTER (EXCEPT 1.28 ACRES IN THE NORTHEAST CORNER THEREOF) OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

ALL THAT PART OF LOTS 27 AND 28 OF TALBOT'S SUBDIVISION OF THAT PART OF BLOCK 13 LYING WEST OF GREEN BAY ROAD (NOW CALLED CLARK STREET) IN LAFLIN, SMITH AND DYER'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS, TO WIT: ALL THOSE PARTS OF SAID LOTS 27 AND 28 WHICH ARE LOCATED EAST OF A LINE DRAWN FROM A POINT IN THE SOUTH LINE OF THE AFORESAID LOT 28 WHICH IS 52.5 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT, STRAIGHT TO A POINT IN THE NORTHEASTERLY LINE OF THE AFORESAID LOT 27 WHICH IS 6.5 FEET NORTHWESTERLY FROM THE SOUTHEASTERLY CORNER OF SAID LOT, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF NORTH SEMINARY AVENUE DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EAST LINE OF LOT 28 AND A LINE 2.0 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOT 28 IN TALBOT'S SUBDIVISION OF THAT PART OF BLOCK 13 LYING WEST OF GREEN BAY ROAD (NOW CALLED CLARK STREET) IN LAFLIN, SMITH AND DYER'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 20 TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTHEASTERLY ALONG THE SOUTHEASTERLY EXTENSION OF SAID LINE 2.0 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE NORTHEASTERLY LINE OF LOT 28, A DISTANCE OF 70.0 FEET; THENCE SOUTHWESTERLY TO A POINT ON THE EASTWARDLY EXTENSION OF THE SOUTH LINE OF LOT 28, A DISTANCE OF 25.0 FEET TO THE SOUTH EAST CORNER OF SAID LOT 28; THENCE WEST ON SAID EASTWARDLY EXTENSION OF THE SOUTH LINE OF LOT 28, A DISTANCE OF 25 FEET TO THE SOUTH EAST CORNER OF SAID LOT 28; THENCE NORTH ALONG THE EAST LINE OF SAID LOT 28 TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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PARCELS 2 AND 3 ALSO DESCRIBED AS:

THAT PART OF LOTS 27 AND 28 IN TALBOTS SUBDIVISION OF THAT PART OF BLOCK 13 LYING WEST OF GREEN BAY ROAD (NOW CALLED CLARK STREET) IN LAFLIN, SMITH AND DYER'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH PART OF NORTH SEMINARY AVENUE, ALL TAKEN AS ONE TRACT AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 28; THENCE SOUTH 88 DEGREES 43 MINUTES 18 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 28, A DISTANCE OF 52.50 FEET; THENCE NORTH 08 DEGREES 26 MINUTES 43 SECONDS EAST, 134.43 FEET TO THE NORTHEASTERLY LINE OF SAID LOT 27; THENCE SOUTH 31 DEGREES 03 MINUTES 57 SECONDS EAST ALONG SAID NORTHEASTERLY LINE AND ALONG THE NORTHEASTERLY LINE OF SAID LOT 25, A DISTANCE OF 60.70 FEET TO THE SOUTHERNMOST NORTHEAST CORNER OF SAID LOT 28; THENCE SOUTH 01 DEGREES 01 MINUTES 12 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 28, A DISTANCE OF 3.99 FEET TO A LINE PARALLEL WITH AND 2.00 FEET SOUTHWESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE NORTHEASTERLY LINE OF SAID LOT 28; THENCE SOUTH 31 DEGREES 03 MINUTES 57 SECONDS EAST ALONG SAID PARALLEL LINE, 70.00 FEET; THENCE SOUTH 32 DEGREES 35 MINUTES 11 SECONDS WEST, 18.16 FEET TO A POINT ON THE NORTH LINE OF WEST ADDISON STREET, SAID POINT BEING 25.00 FEET EAST OF THE SOUTHEAST CORNER OF SAID LOT 28; THENCE SOUTH 88 DEGREES 43 MINUTES 18 SECONDS WEST ALONG SAID NORTH LINE, 25.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Permanent Indexed Numbers:	14-20-225-030	Volume: 484
	(Affects Lot 18)	
	14-20-225-031	
	(Affects Lot 19)	
	14-20-225-032	
	(Affects Lot 20)	
	14-20-225-033	
	(Affects Lot 21)	
	14-20-225-034	
	(Affects Lots 22 and 23)	
	14-20-225-035	
	(Affects Lots 24)	
	14-20-225-036	
	(Affects Lot 25)	
	14-20-225-037	
	(Affects Lot 26)	
	14-20-225-038	
	(Affects Lot 27 and 28)	
	14-020-225-040	
	(Affects Lot 28)	

3614-3690 North Clark St.
Ch. Carrol #6