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Doc# 1703329028 Fee \$44.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 02/02/2017 10:56 AM PG: 1 OF 4

Returned to/Prepared by:
Attn: Theresa Collins
O'Reilly Auto Enterprises, LLC
233 South Patterson
Springfield, MO 65802

MEMORANDUM OF LEASE

Lease made and entered into on the 4th day of September, 2015.

1. Landlord: ORY SKOKIE, L.L.C., c/o National Shopping Plazas, Inc., with principal offices at: 200 West Madison Street, Suite 4200, Chicago, IL 60606.
2. Tenant: O'Reilly Auto Enterprises, LLC, with principal offices at: 233 S. Patterson, Springfield, MO 65802.
3. Leased premises located 4902 W. Dempster, Skokie, IL which is legally described on Exhibit A attached to and made a part of this Memorandum of Lease.
4. Term of Lease: Lease shall be and is for a period of twenty (20) years, to commence upon the earlier to occur (i) Tenant's opening for business or (ii) ninety (90) days after the Completion Date.
5. Extension Options: The Lease provides for three (3) extension options of five (5) years each. Tenant must give Landlord written notice of its intention to exercise extension options not less than one hundred eighty (180) days before the end of the initial term of this Lease and any properly exercised extension.
6. Restricted Use: Landlord agrees to prohibit the sale, use, or lease of any portion of the remainder of the Shopping Center to any company which derives more than fifteen percent (15%) of its business at its location in the Shopping Center from the sale of wholesale and/or retail auto parts and accessories. This restriction shall include, but not be limited to, auto parts and accessories stores like those that are currently operated by AutoZone, Advance Auto Parts, CarQuest and NAPA and any other store that derives more than fifteen percent (15%) of its business at its location at the Shopping Center from the sale and supply of wholesale and/or retail auto parts and accessories.

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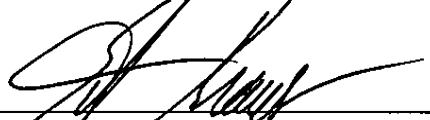

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease this 4th day of September, 2015.

LANDLORD:

TENANT:

ORY SKOKIF, L.L.C.

O'Reilly Auto Enterprises, LLC



By: Jonathan M. Hanus
Its: President

By: Scott Kraus
Its: Vice President

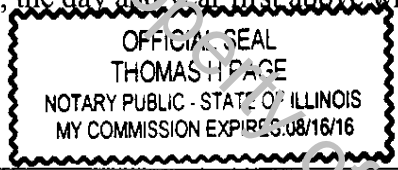
Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF Illinois)
) ss
COUNTY OF Cook)

On the 20th day of August, 2015, before me, a notary public in and for said state, personally appeared Jonathan M. Harue, the President of DRY Skoche, L.L.C., known to me to be the person who executed the within Memorandum of Lease and acknowledged to me that he executed the same for the purposes therein stated on behalf of such company.

Witness my hand and notarial seal subscribed and affixed in said County and State, the day and year first above written.



Thomas H Page

My Commission Expires:

Notary Public

STATE OF MISSOURI)
) ss
COUNTY OF GREENE)

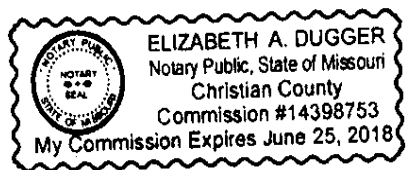
On the 4th day of September, 2015, before me, a notary public in and for said state, personally appeared Scott Kraus, Vice President O'Reilly Auto Enterprises, LLC, known to me to be the person who executed the within Memorandum of Lease on behalf of said corporation and acknowledged to me that he executed the same for the purposes therein stated.

Witness my hand and notarial seal subscribed and affixed in said County and State, the day and year first above written.

6/25/18

My Commission Expires:

Elizabeth A. Dugger
Notary Public



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EXHIBIT "A"

LEGAL DESCRIPTION

4874-4912 West Dempster Street

PARCEL 1:

THE EAST 19 FEET OF LOT 26 AND ALL OF LOTS 27, 28, 29 AND 30 AND THE NORTH 10 FEET OF A STRIP OF LAND SOUTH OF AND ADJOINING THE EAST 19 FEET OF LOT 26 AND ALL OF LOTS 27, 28, 29 AND 30 IN BLOCK 27 IN THE BRONX, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

THAT PART OF THE SOUTH 170.10 FEET OF LOT 12 IN COUNTY CLERK'S DIVISION OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING ON THE SOUTH LINE OF SAID SECTION 16, 673.99 FEET WEST OF THE SOUTHEAST CORNER OF SAID SECTION 16; THENCE WEST 50 FEET; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION, 170.10 FEET; THENCE EAST 50 FEET; THENCE SOUTH 170.10 FEET TO THE POINT OF BEGINNING (EXCEPT THE NORTH 10 FEET AND THE SOUTH 40 FEET THEREOF) IN COOK COUNTY, ILLINOIS

PARCEL 3:

THE WEST 125 FEET (EXCEPT THE EAST 67.60 FEET THEREOF) OF THAT PART OF LOT 12 IN COUNTY CLERK'S DIVISION OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE ORIGINAL NORTH LINE OF DEMPSTER STREET (SAID ORIGINAL NORTH LINE OF DEMPSTER STREET BEING 30 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 16) 238.68 FEET WEST FROM THE ORIGINAL NORTHWEST CORNER OF DEMPSTER STREET AND NILES CENTER ROAD; THENCE NORTH PARALLEL TO THE EAST LINE OF SECTION 16 AFORESAID, 130.10 FEET; THENCE WEST 150 FEET; THENCE SOUTH 130.10 FEET; THENCE EAST 150 FEET TO THE POINT OF BEGINNING (EXCEPTING THEREFROM THE SOUTH 10 FEET THEREOF TAKEN FOR THE WIDENING OF DEMPSTER STREET PER CASE NO. 55704 COUNTY COURT) IN COOK COUNTY, ILLINOIS

PIN: 10-16-433-072, 10-16-433-040, 10-16-433-075

Exhibit A