taememofm2/rmhlong

Recorded at the request of TRAK CORPORATION, and to be mailed after recording to

For Recorders' Use:

Prepared by:

TRAK CORPORATION
Attn: Legal Department
3300 75th Avenue
Landover, Maryland 20785

Mail to:

88117005

MEMORANDUM OF LEASE

Under date of 11/11/87, ONE HUNDRED THIRD AND CAL LTD. [redacted] hereinafter called "Lessor," and Trak Corporation, d/b/a Trak Auto Corporation I, a Delaware corporation hereinafter called "Lessee", entered into a Lease which provides among other things, that for and in consideration of the rental therein reserved and upon the terms, conditions, covenants and provisions set forth at length therein, the Lessor leases, lets and demises under the Lease and the Lessee does take, accept, and rent from the Lessor for the term set forth in such Lease those certain premises situated in the City of Chicago, County of Cook, State of Illinois and more particularly described in Schedule A attached hereto and made a part hereof and shown on a Plot Plan attached to and made a part of said Schedule A, together with all easements, rights, and appurtenances in connection therewith or thereunto belonging.

The above referred to Lease is made upon the terms, conditions, covenants and provisions set forth at length therein, each and all of which terms, conditions, covenants and provisions are hereby incorporated herein with the same force and effect as if set out at length herein.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

88117005

ONE HUNDRED THIRD AND CAL LTD. [redacted]

President

(Name & Title) J. JANOUS

(Name & Title)

Lessor

TRAK CORPORATION
d/b/a TRAK AUTO CORPORATION I

By _____
President

By _____
Asst Secretary

Lessee

taeschafm2/rmhlong

87/9

SCHEDULE A

DESCRIPTION OF PROPERTY AND PLOT PLAN

Attached to and forming a part of that certain Lease and Memorandum of Lease executed under date of November 11, 1987 by and between [redacted]
ONE HUNDRED THIRD AND CAL LTD.

as Lessor, and TRAK CORPORATION, d/b/a TRAK AUTO CORPORATION I, as Lessee.

1. LESSOR'S PROPERTY. The demised premises are a portion of Lessor's entire property, situated in the City of Chicago, County of Cook, State of Chicago, and now commonly known as a portion of SEC 103rd & Calumet Avenue. Such property, herein referred to as "Lessor's Property", means the entire property within the outer property limits shown on the plot plan initialed by the parties hereto, dated _____, attached hereto, and made a part hereof ("plot plan"). The legal description of Lessor's Property is set forth in paragraph 7 of this Schedule A.

2. DEMISED PREMISES. Lessor's Property provides a site for a store building in the location designated "Trak Auto" on the plot plan. Such building is now thereon, or is to be erected pursuant to Schedule B hereof by Lessor for Lessee, containing not less than 5,832 square feet and having inside dimensions of approximately 54' x 108'. Said building site, building, improvements, and appurtenances, and fixtures and equipment owned by Lessor, now or hereafter located thereon, are collectively referred to in this Lease as the "premises" or "demised premises".

3. COMMON AREA EASEMENTS. Lessee, its agents, employees, patrons and invitees, in common with Lessor and all other tenants of portions of Lessor's Property and their respective agents, employees, patrons, and invitees shall have and are hereby granted, during the entire term of this Lease, the free, uninterrupted, and non-exclusive use of the common areas of Lessor's Property ("common areas"), as hereinafter defined, which use by all users shall be for the purposes of ingress, egress, service utilities, and parking, and which parking area shall consist of not less than the amount of parking spaces permitted by code located as shown on the plot plan. The common areas shall be defined as the sidewalks, driveways, roadways, parking areas, non-enclosed mall areas, landscaped areas and all other areas of Lessor's Property except those areas designated as "building area" on the plot plan. Lessor may not use, nor permit any other person to use, the common areas for the benefit of any property, adjoining or otherwise, other than Lessor's Property as defined herein. Except as provided in paragraph 19.3 of this Lease, Lessee shall have no obligation or liability whatsoever in connection with the ownership, maintenance, or management of the common areas and Lessor shall manage, operate and maintain all such common areas, or cause the same to be done on its behalf.

4. INGRESS AND EGRESS. Lessor shall not vary the designated means of ingress and egress. Lessor will not alter or cause to be altered existing street signs, median cuts, or traffic signals without Lessee's written consent. Lessor shall use its best efforts to preserve and improve access into and out of the shopping center. If at any time during the term of this Lease any means of ingress to or egress from the shopping center or the demised premises is not opened or is closed and is not within four (4) months of the closing replaced with a satisfactory substitute means of ingress or egress from the same public roadway, Lessee shall thereafter have the option either (a) to terminate this Lease upon written notice to Lessor within thirty (30) days after said four (4) month period has expired; (b) not to so terminate but withhold all minimum fixed rent payments due after said four (4) month period has expired until said substitute ingress or egress is opened, and further Lessee shall retain such withheld rent payments as liquidated damages; provided, however, that during any such period Lessee shall pay percentage rent equal to three percent (3%) of all gross sales made during such period, but such amount of gross sales shall not be used in computing percentage rent pursuant to paragraph 2.2 of this Lease.

5. PLOT PLAN. Lessor covenants that no changes shall be made to the building area and/or to the parking and other common areas from that shown on the plot plan and that no buildings, kiosks or building-type structures may be built except within the building areas or areas for building designated thereon, except by written amendment to this Lease, duly executed by the parties hereto.

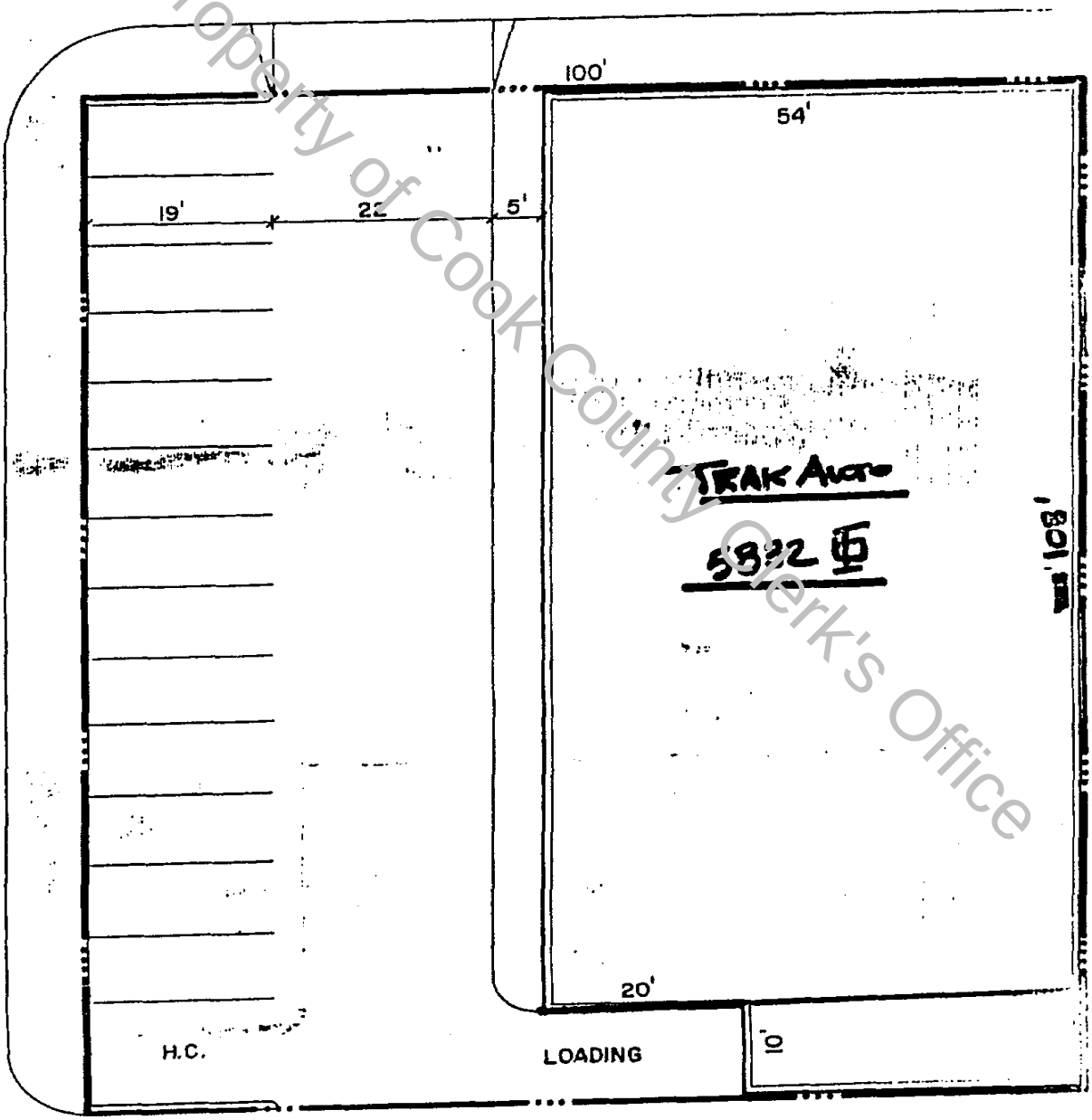
6. COVENANTS. All of the covenants of Lessor contained in this Lease shall be covenants running with the land pursuant to applicable law. It is expressly agreed that each covenant to do or refrain from doing some act on Lessor's Property or any part thereof (a) is for the benefit of the demised premises and each person having any leasehold interest therein derived through Lessee, and (b) shall be binding upon each successive owner, during his ownership, of any portion of Lessor's Property and upon each person having any interest therein derived through any owner of Lessor's Property.

7. LEGAL DESCRIPTION OF LESSOR'S PROPERTY.

Lots 7 to 10 (except that part of said lots lying North of the line 40 feet South of and parallel with the North line of Section 15) in block 4 and 103rd Street subdivision, a subdivision of the North half of the Northeast quarter of the Northwest quarter of Section 15, Township 37 North, Range 14, East of the Third Principal Meridian, Recorder August 29, 1913 as document 5254857 in Cook County, Illinois.

PIN 25-15-106-001 Lot 10
" " " 002 Lot 9
" " " 003 Lot 8
" " " 004 Lot 7

Common: 103rd St & Calumet
Chicago Ill.



86117005

STATE OF MARYLAND }
COUNTY OF PRINCE GEORGES} SS.

On this 11th day of November, 1981, before me, LaVerne Origlio a Notary Public in and for said county and state, personally appeared Ben Kovalsky, known to me to be the President, and Elliot R. Arditti, known to me to be the Assistant Secretary, of Trak Corporation[1], the corporation that executed the within instrument, known to me to be the person who executed the within instrument, on behalf of the corporation herein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

LaVerne R Origlio
Notary Public in and for said
County and State

My commission expires July 1, 1990

1 d/b/a TRAK AUTO CORPORATION

88117005

notary01/leasefile
04/21/87

STATE OF Illinois } SS.
COUNTY OF Cook }

On this 11 day of Nov, 1988, before me, JEFFREY GURIAN, a Notary Public in and for said county and state, personally appeared JAMES J. JOUOIS known to me to be the ____ President and ____ known to me to be the ____ Secretary of 103rd TOL, LTD, the corporation that executed the within instrument, known to me to be the persons who executed the within instruments, on behalf of the corporation herein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

OFFICIAL SEAL
JEFFREY B GURIAN
NOTARY PUBLIC STATE OF ILLINOIS
MY COMM. EXP. AUG 28,1989

Notary Public in and for said County and State

STATE OF } SS.
COUNTY OF }

On this ___ day of _____, 19__, before me, _____, _____, a Notary Public in and for said county and state, personally appeared _____ and _____ known to me to be _____ of the partners of the _____ partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public in and for said County and State

STATE OF } SS.
COUNTY OF }

On this ___ day of _____, 19__, before me, _____, _____, a Notary Public in and for said county and state, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public in and for said County and State

88117005

88117005

MAIL

DEPT-01 RECORDING $16.00
T#1111 TRAN 5861 03/22/88 09:21:00
#1951 # A *-88-117005
COOK COUNTY RECORDER

Trak Corporation
Attn: Legal Dept.
3300 75th Avenue
Landover, Maryland 20785

COOK COUNTY RECORDER
#1521 # 5 # 1-Rec * 25.00
DEPT-01 RECORDING
T#1111 TRAN 5917 05/15/00 09:51:00
$25.00