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MEMORANDUM OF LEASE (Shopping Center)

30025302

THIS LEASE is made on the ____ day of _____, 19____, by and between American National Bank of Chicago, not personally but as Trustee under Trust Agreement dated November 17, 1987 and known as Trust No. 104043-09, hereinafter referred to as "Lessor", and WHITE HEN PANTRY, INC., a Delaware corporation, hereinafter referred to as "Lessee".

In consideration of the mutual covenants and agreements herein contained, Lessor hereby leases to Lessee the land and improvements thereon or to be constructed thereon, situated in the ____ City ____ of ____ Chicago ____ County of ____ Cook ____ and State of ____ Illinois ____, designated as "WHITE HEN PANTRY" and "~~BOTTLE CAGE~~" on Exhibit A attached to that certain Lease between the parties hereto bearing even date herewith (hereinafter referred to as the "Leased Premises"), together with all appurtenances and the rights granted with respect to the Common Facilities. The entire tract of land shown on said Exhibit A, of which the Leased Premises is a part, is legally described on Exhibit AA hereto attached (said entire tract of land, any additions thereto and all improvements existing or constructed thereon are hereinafter referred to as the "Shopping Center") and is located at the NEC of Milwaukee Avenue and Austin. (1)

The term shall begin approximately _____, 19____, and shall end approximately _____, 20____, subject to all of the terms, conditions, provisions and covenants of said Lease of even date herewith which are incorporated herein by reference; among said terms, conditions, provisions and covenants are the following:

Section 2.2. Options. Lessee shall have the options to three (3) successive extensions of the term of this Lease for any whole number of lease years not exceeding five (5) full lease years with respect to each such option, subject to the terms, covenants and provisions of this Lease. Lessee may exercise each said option by giving Lessor written notice thereof no less than four (4) months prior to the beginning of each such period of extension, in which said notice Lessee shall state the number of lease years it elects to extend said term. The word "term" whenever used herein shall mean the original term and any extensions thereof unless the context otherwise requires.

Section 6.1. Use. The Leased Premises may be used for any lawful purpose. Lessor hereby grants to Lessee, its employees and invitees, without charge, the right to use in common with others entitled to similar use thereof, all of the Common Facilities, and the exclusive right to use that portion of the service areas, if any, including loading and unloading facilities, designed for use with the building on the Leased Premises. Lessor shall not grant any rights with respect to the Common Facilities or permit the use thereof by any persons other than the tenants and occupants of the Shopping Center, their employees and invitees. Lessee may use reasonable portions of the sidewalk abutting the Leased Premises for the storage of shopping carts, and the display and sale of merchandise, including without limitation an ice chest, and may install and maintain a telephone booth in an appropriate place on the Common Facilities. Lessor shall (i) provide all of the Common Facilities for such use at all times, except during reasonable periods of time required to provide necessary maintenance or repairs, and shall not change the Common Facilities in any manner without the prior written consent of Lessee, (ii) require all tenants and occupants of the Shopping Center and their employees to park their automobiles in a portion of the parking area designated for such purpose, which area shall be located in the part of the Shopping Center least likely to be used by the customers of Lessee and other tenants and occupants of the Shopping Center, (iii) post the six (6) parking spaces directly in front of the Leased Premises for maximum ten (10) minute parking if Lessee so directs, and (iv) provide and maintain adequate waste containers on the Common Facilities.

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LESSOR

LESSEE

Secretary Attest [Signature] Vice President By

AMERICAN NATIONAL BANK OF CHICAGO, not personally but as Trustee as aforesaid

Secretary Attest [Signature] Vice President By

WILTZ HEN PAVTRY, INC.

IN WITNESS WHEREOF, the parties hereto have executed and affixed their respective seals to this lease as of the day and year first above written.

Section 4.11. Exclusion. If the Shopping Center contains less than 25,000 square feet of floor area, Lessor covenants that no premises in the Shopping Center (excluding the Leased Premises) shall be used or occupied for (1) the retail selling of food (other than bakery goods) or beverages of any kind for consumption off the premises except that this shall not prohibit the sale of hot, prepared ready-to-eat carry out foods such as fried chicken, hamburgers, chop suey and pizza and other prepared ready-to-eat carry out foods and single serving beverages sold incidental thereto, or (2) for the sale of cigarettes, tobacco, newspapers or health and beauty aids. In no event shall any premises in the Shopping Center (excluding the Leased Premises) be used for the sale of cold sandwiches, bulk delicatessen, (mayonnaise based) salads or other bulk delicatessen items. Notwithstanding anything herein to the contrary, however, the restaurant referred to in Section 6.10 hereof shall be permitted to sell green salad and cole slaw as incidental to its business and shall be permitted to have one cigarette machine. The foregoing restrictions on use and occupancy shall be effective only so long as the Leased Premises are used for such purposes, respectively, or are not being so used because of labor controversy, acts of God, fire or other casualty, national emergency, reasonable periods of time to remodel or decorate or other causes beyond the reasonable control of Lessee or other persons occupying the Leased Premises. The foregoing covenant shall run with the land comprising the Shopping Center. In the event of a breach or threatened breach of said covenant, Lessee shall be entitled to injunctive relief and any other appropriate remedy.

Section 4.10. Use of Shopping Center. Lessor covenants that (1) no premises in the Shopping Center (excluding the Leased Premises) shall be used or occupied for the operation of a bar, tavern or an amusement or recreation establishment (including without limitation a pool hall), bowling alley, game center, theater, health center and adult book store) or a restaurant other than a carry-out restaurant, and (2) no portion of the Shopping Center within 20 feet of the perimeter of the Leased Premises shall be used or occupied as a barber or beauty shop, real estate or other offices. The foregoing covenant shall run with the land comprising the Shopping Center. In the event of a breach or threatened breach of said covenant, Lessee shall be entitled to injunctive relief and any other appropriate remedy. Notwithstanding anything herein to the contrary, however, one sit-down restaurant with a seating capacity not to exceed 35 customers shall be permitted provided the same is located at least 100 feet from the Leased Premises.

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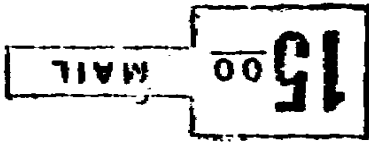
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COOK COUNTY CLERK'S OFFICE
111 W. WASHINGTON ST. CHICAGO, IL 60601

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EXHIBIT A



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117-6
212-7
-610-5 202-804-50.81

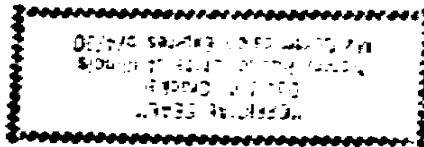
LOTS 5, 6, 7 AND 8 IN BLOCK 2 (EXCEPT THAT PART TAKEN FOR WIDENING MILWAUKEE AVENUE) IN HERVEY HILL AND COMPANY'S SUBDIVISION OF THAT PART OF THE SOUTHWEST 1/4 OF FRACTIONAL SECTION 5, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 13.38 CHAINS SOUTH OF THE NORTHWEST CORNER OF SAID QUARTER SECTION, RUNNING THENCE SOUTH ON WEST LINE OF SAID QUARTER SECTION, 118.15 FEET MORE OR LESS TO CENTER OF MILWAUKEE PLANK ROAD; THENCE RUNNING SOUTHEASTERLY ALONG CENTER OF SAID ROAD, 402.50 FEET; THENCE THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID QUARTER SECTION, 138.790 FEET MORE OR LESS TO CENTER OF ELSTON ROAD; THENCE NORTHWEST ALONG CENTER OF SAID ROAD, 418.50 FEET TO PLACE OF BEGINNING; ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED JANUARY 6, 1915 AS DOCUMENT 5557020, IN COOK COUNTY, ILLINOIS.

LEGAL DESCRIPTION

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Notary Public

My Commission expires:

Given under my hand and notarial seal this 17th day of November 1958

the uses and purposes therein set forth.
I, John J. [illegible], a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that John J. [illegible] and [illegible] personally known to me to be the Secretary of said corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument of writing as John J. [illegible] President and [illegible] Secretary of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for

personally known to me to be the President of [illegible] and [illegible] Secretary of said corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument of writing as [illegible] President and [illegible] Secretary of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

Notary Public

My Commission expires: 7/20/59

Given under my hand and notarial seal this 2nd day of December, 1958.

the uses and purposes therein set forth.
I, Michael [illegible], a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Michael [illegible] and [illegible] personally known to me to be the Secretary of said corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument of writing as Michael [illegible] Secretary of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for

personally known to me to be the President of American National Bank and Trust Co. Chicago and [illegible] Secretary of said corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument of writing as [illegible] Secretary of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

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