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MEMORANDUM OF LEASE (Shopping Center)

3978285

APR - 8 1991

This LEASE is made on the _____ day of _____, 19____, by and between CHICAGO TITLE & TRUST COMPANY, not personally but as Trustee under a Trust Agreement dated 4/10/84 and known as Trust #1085164, 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 Des Plaines, County of Cook and State of Illinois, designated as "~~WHITE HEN PANTRY~~" and "~~BOTTLE SHOP~~" 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 NE of Lee & Algonquin.

The term shall begin approximately September 1, 1991, and shall end approximately August 31, 2001, 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 four (4) 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 except in no event shall the Leased Premises be used for the sale of automotive products. In the event Lessee desires to use the Leased Premises for a use other than a retail grocery store, delicatessen, packaged liquor store or any combination thereof, Lessee shall not use the Leased Premises for any type of use which is prohibited by the provisions of any other lease then in effect with any other tenant of the Shopping Center and of which provision Lessor has given written notice to Lessee prior to Lessee's change in use, except that such limitation on use shall not prohibit the use of the Leased Premises for the incidental sale of any particular merchandise or services. 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, and may install and maintain waste container(s) and a public telephone on a location in the Shopping Center selected by Lessee. Lessee shall repair or restore the building from any damage caused by installing a public telephone on the exterior wall of the Leased Premises. Lessee, with Lessor's consent, may use reasonable portions of the Common Facilities for the display of advertisements and temporary promotional materials. 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

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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.

Section 6.10. Use of Shopping Center. Lessor covenants that (i) 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 and adult book store) or a restaurant other than a carry-out restaurant, and (ii) no portion of the Shopping Center within 60 feet of the perimeter of the Leased Premises shall be used or occupied as a fitness or diet center, health center, a barber or beauty shop, real estate or other offices. Any carry-out restaurant shall be located at least forty (40) feet from the perimeter of the Leased Premises and shall be limited to a seating capacity of thirty-six (36) seats. 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 6.11. Exclusive. Lessor covenants that no premises in the Shopping Center (excluding the Leased Premises) shall be used or occupied for (i) the retail selling of food 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 hot carry out foods sold incidental thereto, or (ii) for the sale of cigarettes, tobacco, newspapers or health and beauty aids except shampoo and related beauty aids sold in a beauty salon shall be permitted. Notwithstanding anything herein to the contrary, a liquor store shall be permitted provided the display of soft drinks, snack food items and cigarettes is limited to eight (8) linear feet each and provided further such items are not advertised or sold as "loss leaders". A restaurant shall be permitted to have one cigarette machine. In no event shall any premises in the Shopping Center (excluding the Leased Premises) be used for the sale of cold sandwiches and bulk delicatessen items such as meats, cheeses and salads except that a carry-out restaurant may sell individual cold salads and coffee as an incidental part of its business. A dessert or ice cream shop may sell coffee as an incidental part of its business provided such coffee is limited to one flavor only. 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.

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.

CHICAGO TITLE & TRUST COMPANY,
not personally but as Trustee
as aforesaid

WHITE HEN PANTRY, INC.

By Monica Jiles
ASST Vice President

By George J. Davis
Vice President

Attest Shirley A. Schaefer
ASST Secretary

Attest Robert J. ...
Secretary

3978285

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee, and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Chicago Title and Trust Company on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

LESSEE

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LEGAL DESCRIPTION

NWC Lee & Algonquin
Des Plaines, Illinois

Lots 3, 4 and 5 in August Raddatz' subdivision of part of the northeast 1/4 of Section 20, Township 41 North, Range 12 East of the Third Principal Meridian, lying east of Lee Street and west of the right-of-way of the Minneapolis/St. Paul and Sault St. Marie Railroad, according to the plat thereof recorded December 19, 1921 as document number 144799, in Cook County, Illinois.

09-20-214-013

Township Cor. # 1473914

PREPARED BY AND RETURN TO:
BETH SPRECHER BRIGGS
WHITE HEN PANTRY, INC.
660 INDUSTRIAL DRIVE
ELMHURST, IL 60126

EXHIBIT AA

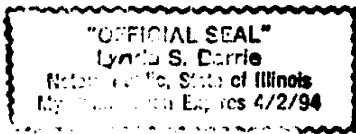
3978285

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STATE OF ILLINOIS, }
COUNTY OF COOK } SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal APR - 8 1991 Date



Lynda S. Barrie
Notary Public

3978285

Form 1329

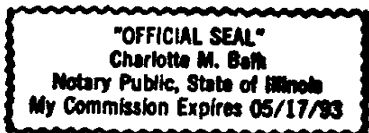
COUNTY OF DuPage

I, Charlotte M. Balk, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that George S. Provis, personally known to me to be the Vice President of Wilton's Pantry, Inc. and Robert Smith, 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 Vice President and 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 the uses and purposes therein set forth.

Given under my hand and notarial seal this 29th day of April, 1991.

My Commission expires:

5/17/93



Charlotte M. Balk
Notary Public

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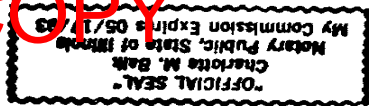
COOK COUNTY CLERK'S OFFICE
1001 N. LAKE ST. CHICAGO, IL 60602

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IDENTIFIED	No.
Month to	
Year to	
By	
Checked by	

Ben Bracks
660-0118181
5/15/18

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5/17/93

My Commission expires:

Charles M. Bolk
Notary Public

Given under my hand and notarial seal this 29th day of April, 1991.

the uses and purposes therein set forth.
I, Charles M. Bolk, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that George S. Boly personally known to me to be the Vice President of Party Inc. and Robert Smith 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 Vice President and 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 the uses and purposes therein set forth.

STATE OF Illinois)
COUNTY OF DuPage) SS.

Notary Public

My Commission expires:

Given under my hand and notarial seal this _____ day of _____, 19__.

the uses and purposes therein set forth.
I, _____, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that _____ personally known to me to be the _____ and _____ personally known to me to be the _____ of _____ 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 _____ and _____ 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 the uses and purposes therein set forth.

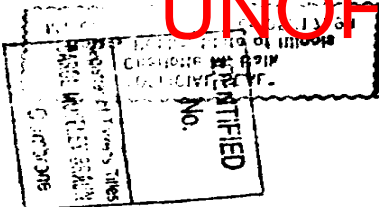
STATE OF _____)
COUNTY OF _____) SS.

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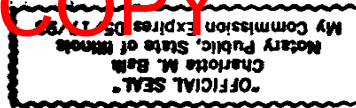
Edna Beck
Vice President of
Chicago Title & Trust Co.

Property of Cook County Clerk's Office

STATE OF ILLINOIS, }
COUNTY OF COOK } SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth, and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

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Charlotte M. Bask
Notary Public

5/17/93

My Commission expires:

Given under my hand and notarial seal this 29th day of April, 1992.

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

STATE OF Illinois)
COUNTY OF DuPage)
SS.

Notary Public

My Commission expires:

Given under my hand and notarial seal this _____ day of _____, 19__.

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

STATE OF _____)
COUNTY OF _____)
SS.

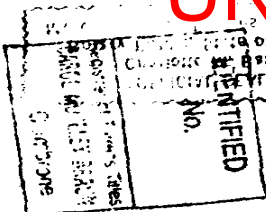
STATE OF ILLINOIS
COUNTY OF DU PAGE

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Cook County

← Edna Beck's
LUCY STEINBERG
EDMUND ALBRIGHT

Property of Cook County Clerk's Office

STATE OF ILLINOIS, }
COUNTY OF COOK } SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

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STATE OF _____)
) SS.
COUNTY OF _____)

I, _____, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that _____ personally known to me to be the _____ President of _____ and _____ 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 _____ President and _____ 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 the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 19__.

My Commission expires:

Notary Public

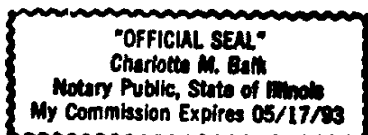
STATE OF Illinois)
) SS.
COUNTY OF DuPage)

I, Charlotte M. Balk, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that George S. Bovis personally known to me to be the Vice President of White Hen Pantry, Inc. and Robert Smith 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 Vice President and _____ 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 the uses and purposes therein set forth.

Given under my hand and notarial seal this 29th day of April, 1991.

My Commission expires:

5/17/93



Charlotte M. Balk
Notary Public

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JUN 23 2014
CLERK OF COURT
CLERK OF COURT

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IDENTIFIED No.	REGISTERED No.
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Ben Brooks
COC - JAMES...
STANLEY, A 1010