Recorded at the request of TRAK AUTO CORPORATION. and to be mailed after recording to: 00 020407

TRAK AUTO CORPORATION

Attn: Legal Department 1494 S. Arlington Road Akron, Ohio 44306

Arnold Weinberg & Richmond Katz Randall Weinberg & Richmond 333 W. Wacker, Suite 1800

Chicago, 12 60606

69165

Oricego Tree insurance Com

MEMORANDUM OF LEASE

Under date of December 22, 1999, NATIONAL SURETY TRUST II, L.L.C., an Indiana limited liability company, hereinafter called "Lessor," and TRAK AUTO CORPORATION, a Delaware corporation, hereinafter called "Lessee", entered into a Lease (the "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 the Lease those certain premises situated in the City of Hobart, County of Lake, State of Indiana, 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. Pursuant to, and subject to the limitations contained in, the Lease, Lessee has been granted the exclusive right within the Shopping Center shown on the Plot Plan attached hereto to sell to the general public automobile parts and accessories.

The 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 Memorandum of Lease as of the 22nd day of December, 1999.

NATIONAL SURETY TRUST II, L.L.C.

George D. Hanus, President

LESSOR

TRAK AUTO CORPORATION

STATE OF INDIANA

FILED FOR THEO

2000 MAR 24 AM 9: 47

MORAIS W. CARTER

RECORDER

LESSEE

CTIC Has made an accomoda ART 25 (2000) f the instrument. We Have made no examination of the instrument or the lander the henjamin LAKE COUNTY AUDITOR

20845 2

STATE OF <u>Slinor</u>) SS:									
COUNTY OF									
On this day of February, 2000, before me, day of February, 2000, before me									
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.									
- OBTURNATASE									
Notary Public in and for said County and State									
My Commission Expires:									
County of Residence: drok County, L									
STATE OF ILLINOIS THOMAS H PAGE									
STATE OF ILLINOIS COUNTY OF COON THOMAS H PAGE NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES:08/16/00									
On this // day of MARCH, 2000, before me, within instrument, known to me to be the resonant to me to be the person who 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.									
Notary Public in and for said County and State									
My Commission Expires:									
County of Residence: Cook Courty De									
EGIOER'S OF									
CAROLYN J. ALBRECHT Notary Public, State of Illinois My Commission Exp. 03/17/2003									

The document prepared by Momas H. Page Barack Ferraggano 333 W. Wacker Chicago, 16 60606

2

SCHEDULE A

DESCRIPTION OF PROPERTY AND PLOT PLAN

Attache of Leas	d to a e exec	and fo cuted	rming a under d	a part late of	of that	certain	Lease and	Memor	can by	dum and
between	Nationa	1 Surety	Trust II	, L.L.C.,	an Indiana	limited lia	bility company			
Lessor,	and	JULIN	TRAKYO	CORPORA	TION, a	s Lesse	3.		'	as

1. LESSOR'S PROPERTY. The demised premises are a portion of Lessor's entire property, situated in the City of HOBART COUNTY of LAKE State of INDIANA and now commonly known as Such property, herein referred to as "Lessor's Property", means the entire property within the outer limits shown on the plot plan 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 "store Trak" on the plot plan. Such building is now thereon, or is to be erected pursuant to Schedule B hereof by Lessor for Lessee, containing square feet and having dimensions of approximately. Said building site, building, improvements, and appurtenances, and fixtures and equipment owned by Lessor, now and 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 number of parking spaces 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 18.3 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

and Lots 1 and 3 in Hobart Commons, as per the plat thereof (which Lots 1 and 3 adjoin the Lessor's Property to the west and to the northeast)

4725.1 September 19, 1995

25 Y

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 be be be him hat all minimum fixed rent payments due after said four (4) month period has expired until said substitute ingress or gress is opened, and further Lessee shall retain such withheld ent 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. However, if Lessee elects not to terminate the Lease, and such substitute means of ingress or egress is not opened within ten (10) months of the closing, then Lessee shall either terminate this Lease within sixty (60) days of the expiration of such ten (10) month period or recommence paying minimum fixed roat. In addition, Lessor represents and warrants that Lessee and its agents, employees, patrons and invitees shall have an easement across the adjoining property as shown on the site plan attached hereto for the purpose of accessing Lessor's Property Salam College Avenue.

- 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 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.

Lot 2 in Hobart Commons, as per plat thereof, recorded in Plat Book 58 page 10, in the Office of the Recorder of Lake County, Indiana, except that part described as: Beginning at a point on the North line of said Lot 2 and 234.89 feet West of the Northwest corner of Lot 3 in said Hobart Commons; thence South 00 degrees 30 minutes 18 seconds East, 159.86 feet to the Southwest corner of the Walgreens Drug Store Building; thence North 00 degrees 30 minutes 18 seconds West along said building a distance of 60.00 feet; thence South 89 degrees 29 minutes 42 seconds West, 100.0 feet; thence South 00 degrees 30 minutes 18 seconds East 60.00 feet; thence North 89 degrees 29 minutes 42 seconds East, 100.00 feet to the point of beginning.

4745.1 Pebruary 9, 1996

い スパメ 206 was SI. P.D. 80K 422 HOSHET, N. 42342 219-647-2386 IROM PIN FOUND

If A.A. SPIKE FOUND

IF P.E. MAIL FOUND

IF STORE FOUND

FENCE POST FIRE. & USED O IRON PIN SET
C R. R. SPIRE SET
R P. C. MAIL SET
A SPEAK POINT 5888 SCALE: 1" = 30" - 00" VICINITY MAP HOATH REDGE COSTER FR. 65 PG. 13 DO CHUSEN STARE PRIZ PAS MERSEN ! (Samuel ACTUS WITTIES HIGHWAY N 10T 3 I e. ໝ EASTNOT 6 - Jan @ EUGENT PAR CETERTON POLO) 4 300000 w 205 96" Schedule A Plot Plan 3 2 ġ 2 2 £ : Set 05 50 10T 1 <u>.</u> H CA H-7 PUBLIC RIGHT - OF - DAY - MATE. · Kak · Max SHEET I of 2 EEBERTHL - 1500 WOOST SO 1500 EEAGED COPYRIGHT 1989 – 1996 by Book & Chaft. This product object and bereal in prints Copyright and all region or received. of this style and former is safety print ultimed the uniform concent and print Seek & Clark.