

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

2000 020407

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2000 MAR 24 AM 9:47

MORRIS W. CARTER
RECORDER

TRAK AUTO CORPORATION

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

*Arnold Weinberg
Katz Randall Weinberg & Richmond
333 W. Wacker, Suite 1800
Chicago, IL 60606*

MEMORANDUM OF LEASE

69165

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.

By: *[Signature]*
George D. Hanus, President

LESSOR

TRAK AUTO CORPORATION

By: *[Signature]*
[Signature], President

LESSEE

FILED

CTIC Has made an accommodation of recording of the instrument. We have made no examination of the instrument or the land.
MAR 23 2000
PETER BENJAMIN
LAKE COUNTY AUDITOR

01618

17.00
mm
CF

STATE OF Illinois) SS:
COUNTY OF Cook)

On this 9th day of February, 2000, before me, Thomas H. Page
_____, a Notary Public in and for said county and state, personally appeared George D. Hanus, known to me to be the President of National Surety Trust II, L.L.C., the Indiana limited liability company that executed the within instrument, known to me to be the person who executed the within instrument, on behalf of the limited liability company herein named, and acknowledged to me that such limited liability company 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.

Thomas H. Page

Notary Public in and for said County and State
My Commission Expires: _____
County of Residence: Cook County, IL



STATE OF ILLINOIS)
COUNTY OF COOK)

On this 14 day of MARCH, 2000, before me, Carolyn J. Albrecht a Notary Public in and for said county and state, personally appeared DANIEL P. LEGAULT, known to me to be the VICE PRESIDENT of Trak Auto Corporation, the Delaware 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.

Carolyn J. Albrecht

Notary Public in and for said County and State
My Commission Expires: _____
County of Residence: Cook County, IL



The document prepared
by Thomas H. Page
Barack Ferragamo
333 W. Wacker
Chicago, IL 60606

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 terminate but withheld~~ 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. 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 rent. 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 ~~from College Avenue.~~

5. **PLOT PLAN.** Lessor covenants that no ^{material} 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.

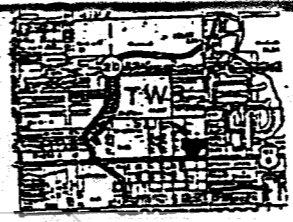
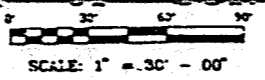
6. **COVENANTS.** All of the covenants of Lessor contained in this Lease shall be covenants running with the land pursuant to applicable law. It is expressly agreed that each covenant to do or refrain from doing some act on Lessor's Property or any part thereof (a) is for the benefit of the demised premises 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.**

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.

*Schedule A
Plot Plan*

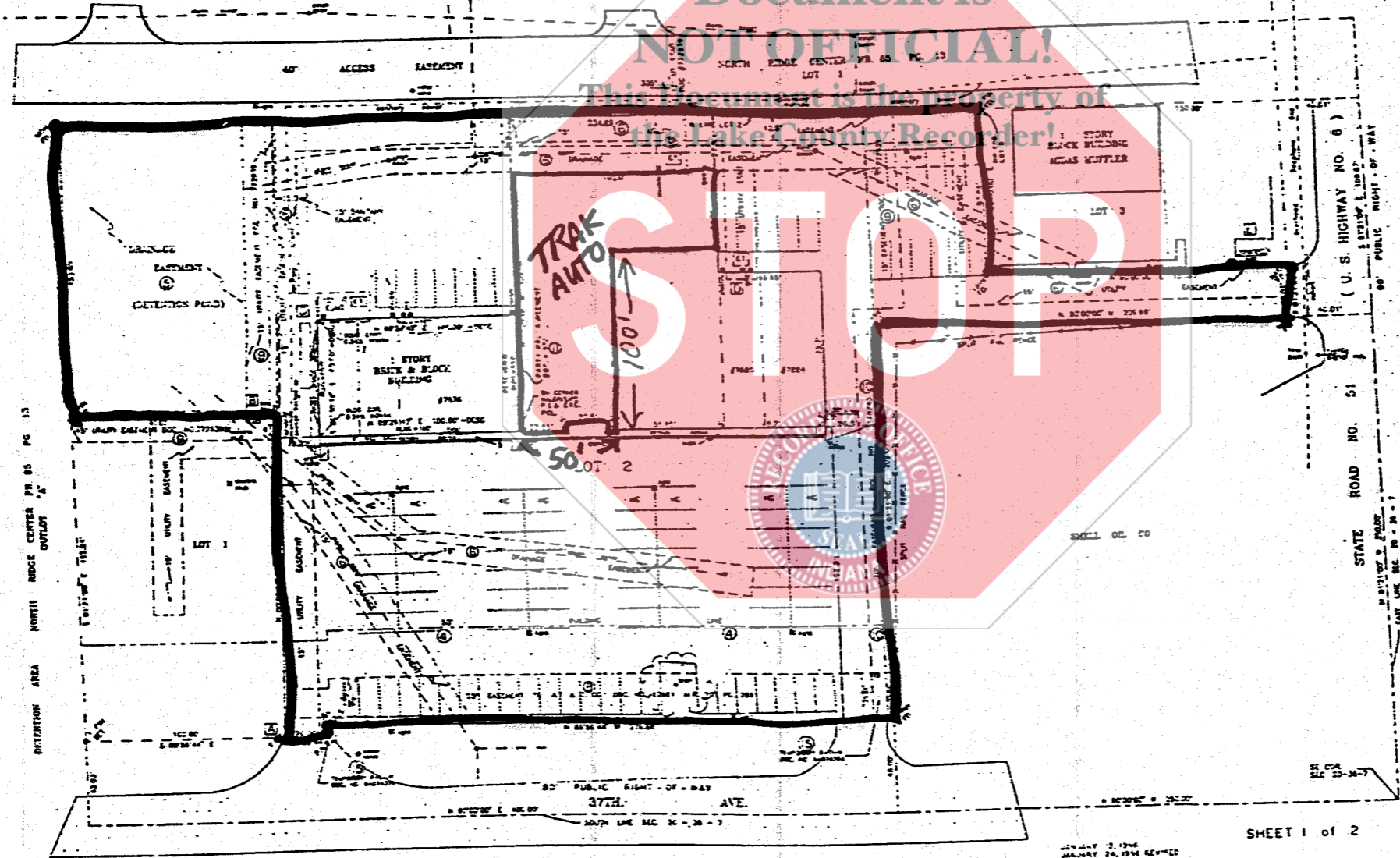
- IRON PIN FOUND
- N. A. SPIKE FOUND
- P. C. NAIL FOUND
- STONE FOUND
- FENCE POST FND. & USED
- IRON PIN SET
- N. A. SPIKE SET
- P. C. NAIL SET
- BREAK POINT



208 160 ST.
212 160 ST.
208 165 ST.
212 165 ST.

NORTH RIDGE CENTER PR. 65 PG. 13
LOT 1

LOT 1, HASKIN SQUARE PR. 12 PG. 64



FLOOD NOTE: By graphic showing only, this property is in Zone... of the Flood Insurance Rate Map, Community Panel No. 100124 CON 0... which bears an effective date of... and is in a Special Flood Hazard Area. By long-term... to the National Flood Insurance Program (NFIP) and... currently participate in... In flood surveying was performed to determine this zone and... an elevation certificate may be needed to verify this determination or apply for a variance from the Federal Emergency Management Agency.

SHEET 1 of 2

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REVISED 3, 1996
MAY 24, 1996 REVISED
FEBRUARY - 1996

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