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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2007 DEC 26 AM 8:43

MICHAEL A. BROWN
RECORDER

This instrument was prepared by
and after recording, return to:

2007-100150
Virginia M. McGuffey, Esq.
King & Spalding LLP
1180 Peachtree Street
Atlanta, Georgia 30309
Store No. 5546
CSC-Sub 372155
801 Stetson Dr
Springfield IL 62703

MEMORANDUM OF LEASE
(LAKE COUNTY, INDIANA)

between

HEARTLAND INDIANA FOOD CORP.

Document is
Lessee

NOT OFFICIAL!

This Document is the property of
and
the Lake County Recorder!

GE CAPITAL FRANCHISE FINANCE CORPORATION,

STOP

Lessor



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MEMORANDUM OF LEASE

This MEMORANDUM OF LEASE (this "Memorandum") is made and entered into as of December 28, 2006 (the "Effective Date"), by and between GE Capital Franchise Finance Corporation, a Delaware corporation ("Lessor"), whose address is 8377 East Hartford Drive, Suite 200, Scottsdale, Arizona 85255, and Heartland Indiana Food Corp., a Delaware corporation ("Lessee"), whose address is Suite 900, 1400 Opus Place, Downers Grove, Illinois 60515.

RECITALS:

Lessor and Lessee entered into that certain lease described on **Schedule 1** attached hereto (the "Lease"), the terms, provisions and conditions of which are incorporated in this Memorandum by this reference to the same extent as if recited in their entirety in this Memorandum, pursuant to which Lessor has leased to Lessee, and Lessee has rented and leased from Lessor, on and subject to the terms, provisions and conditions of the Lease, the parcels or parcels of real estate legally described in **Exhibit A** attached to this Memorandum, all rights, privileges and appurtenances associated with such real estate, and all buildings, fixtures and other improvements now or after the Effective Date located on such real estate (whether or not affixed to such real estate) (collectively, the "Premises"). Unless otherwise expressly provided in this Memorandum, all defined terms used in this Memorandum shall have the meanings ascribed to such terms in the Lease.

AGREEMENT:

Lessor and Lessee make specific reference to the following terms, provisions and conditions of the Lease:

1. Lease; Term. In consideration of the rentals and other sums to be paid by Lessee and of the other terms, covenants and conditions on Lessee's part to be kept and performed pursuant to the Lease, Lessor leases to Lessee, and Lessee takes and hires, the Premises. The current term of the Lease expires on June 30, 2012, unless extended in accordance with the terms of the Lease or unless terminated sooner as provided in the Lease.
2. Prohibition on Encumbrances. NOTICE IS GIVEN THAT, WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR, LESSEE IS NOT AUTHORIZED TO PLACE OR ALLOW TO BE PLACED ANY LIEN, MORTGAGE, DEED OF TRUST OR ENCUMBRANCE OF ANY KIND UPON ALL OR ANY PART OF THE PREMISES OR LESSEE'S LEASEHOLD INTEREST IN THE PREMISES. ANY SUCH PURPORTED TRANSACTION WHICH IS NOT APPROVED BY LESSOR SHALL BE VOID. FURTHERMORE, ANY SUCH PURPORTED TRANSACTION SHALL BE DEEMED A TORTIOUS INTERFERENCE WITH LESSOR'S RELATIONSHIP WITH LESSEE AND LESSOR'S FEE OWNERSHIP OF THE PREMISES.
3. Assignments; Change of Control; Interests in Lessee Parties; Subleases. Without the prior written consent of Lessor: (i) Lessee shall not assign, transfer, convey, pledge or mortgage the Lease or any interest in the Lease, whether by operation of law or otherwise; (ii) no Change of Control shall occur; (iii) no interest in any of the Lessee Parties shall be pledged,

encumbered, hypothecated or assigned as collateral for any obligation of any of the Lessee Parties; and (iv) Lessee shall not sublet all or any part of the Premises.

4. Additions and Alterations. Any addition to or alteration of the Premises shall automatically be deemed part of the Premises and belong to Lessor.

5. Subordination. Unless the landlord, mortgagee or trustee under any ground lease, mortgage or trust deed, as applicable, now or at any time placed on the Premises by Lessor elects otherwise by notice given to Lessee, the Lease at all times shall automatically be subordinate to any and all ground leases and the liens of any and all mortgages and trust deeds now or at any time placed on the Premises by Lessor.

6. True Lease. The Lease is a "true lease"; the only relationship created by the Lease is that of landlord and tenant. Lessee is not an agent, legal representative, partner, subsidiary, or employee of Lessor. Lessor is not responsible for any of the debts, obligations or losses of Lessee.

7. Copies of Lease. Original copies of the Lease are in the possession of Lessor and Lessee. The Lease contains other terms not set forth in this Memorandum but which are incorporated by reference in this Memorandum for all purposes, and this Memorandum is executed for the purpose of placing parties dealing with the Premises on notice of the existence of the Lease and, where appropriate, its contents, and shall ratify and confirm all other terms of the Lease as fully as if the same had been set forth in this Memorandum. Additional information concerning the terms of the Lease can be obtained from Lessor or Lessee at the addresses set forth above.

8. Recording Purposes Only. This Memorandum is intended for recording purposes only, and does not modify, supersede, diminish, add to or change all or any of the terms of the Lease in any respect.

9. Landlord's Lien and Security Interest. Lessee agrees that Lessor shall have a landlord's lien, and additionally separately grants to Lessor a first and prior security interest, in, on and against all Personal Property, which lien and security interest shall secure the payment of all Rent payable by Lessee to Lessor under the terms of the Lease and the performance of all other obligations of Lessee to Lessor under the Lease. The term Personal Property means all tangible personal property now or at any time after the Effective Date located on or at the Premises or used in connection with the Premises, without limitation, all machinery, appliances, furniture, equipment, and inventory; provided, however, the term "Personal Property" shall not include the HVAC, walk-in coolers, walk-in freezers, supply fans, exhaust fans, air ducts, hoods, vents, built-in sinks, built-in countertops, plumbing and electrical fixtures, sign poles and lighting poles, all of which items are intended to be fixtures as such term is used within the definition of "Premises."

10. Counterparts. This Memorandum may be executed in one or more counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, this Memorandum of Lease has been duly executed effective as of the day and year first above written.

LESSOR:

GE CAPITAL FRANCHISE FINANCE CORPORATION

By: [Signature]

Name:

Its:

LISA EVERROAD
AUTHORIZED SIGNATORY

ACKNOWLEDGMENT

STATE OF Arizona)

COUNTY OF Maricopa)

SS

On Nov. 20, 2007, before me, the undersigned, a Notary Public in and for said State personally appeared Lisa Everroad (name) known to me to be the Authorized Signatory (title) of GE Capital Franchise Finance Corporation, a Delaware corporation, and acknowledged to me that such individual executed the within instrument on behalf of said Corporation.

WITNESS my hand and official seal.

[Signature]

My Commission Expires: 2/19/11

Notary Public Residing in Maricopa County, Arizona

Theresa A. Morgart
(Printed Signature)



Theresa A Morgart
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Commission Expires
February 19, 2011

[SIGNATURE PAGE TO MEMORANDUM OF LEASE - RESTAURANT NO. 5546]

LESSEE:

HEARTLAND INDIANA FOOD CORP.,
a Delaware corporation

By: Steven M. Weiberg
Name: STEVEN M. WEIBERG
Title: PRESIDENT/CEO

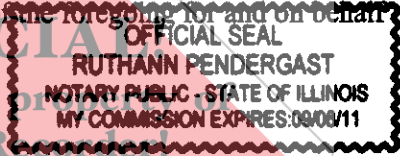
ACKNOWLEDGMENT

STATE OF ILLINOIS
COUNTY OF DUPAGE

SS:

Before me, a Notary Public in and for said County and State, personally appeared STEVEN WEIBERG CEO/PRES of Heartland Indiana Food Corp., a Delaware corporation, who having been duly sworn acknowledged the execution of the foregoing for and on behalf of said entity.

Witness my hand and official seal.



My Commission Expires: 9/8/11
Notary Public Residing in Will County, ILLINOIS
RUTHANN PENDERGAST
(Printed Signature)

[SIGNATURE PAGE TO MEMORANDUM OF LEASE - RESTAURANT NO. 5546]



Unit #5546
9810 W. 133rd Ave., Cedar Lake, IN
Lake County

EXHIBIT "A"

Legal Description

PARCEL I:

That part of the Northeast quarter of Section 28, Township 34 North, Range 9 West of the Second Principal Meridian in the Town of Cedar Lake, Lake County, Indiana, more particularly described as follows: Commencing at the Northeast corner of said Section 28; thence North 89° 27' 41" West (all bearings assumed) along the North line of said Section 28 a distance of 1331.54 feet to the Northwest corner of the East half of the Northeast quarter of said Section 28; thence South 0° 00' 35" West along the West line of the East half of the Northeast quarter of said Section 28 a distance of 35.00 feet to the point of beginning; thence continuing South 00° 00' 35" West along said West line of the East half of the Northeast quarter of Section 28 a distance of 250.00 feet; thence South 89° 27' 41" East along a line parallel with the North line of said Section 28 a distance of 200.00 feet; thence North 00° 00' 35" East along a line parallel with the West line of the East half of the Northeast quarter of said Section 28 a distance of 250.00 feet; thence North 89° 27' 41" West along a line parallel with the North line of said Section 28 a distance of 200.00 feet to the point of beginning.

Together with a non-exclusive easement of ingress and egress upon and across those portions of real estate set out in grant of Easement from Martin A. Mager and Calumet National Bank as Trustee, under the terms and conditions of the trust agreement dated December 12, 1972 and identified as Trust No. P-1754; to Cedar Lake Associates, Ltd., an Indiana limited partnership dated December 31, 1986 and recorded January 9, 1987 as Document No. 896751.

Also together with and subject to a non-exclusive easement for drainage and utility upon and across those portions of real estate set out in grant of Easement from Calumet National Bank as Trustee, under the terms and conditions of the trust agreement dated December 12, 1972 and identified as Trust No. P-1754, to Cedar Lake Associates, Ltd., an Indiana limited partnership, its successors and assigns, dated January 29, 1987 and recorded February 2, 1987 as Document No. 899688.

PARCEL II:

A non-exclusive easement of ingress and egress granted in deed recorded February 17, 1987 as Document No. 902233 upon and across the real estate described as follows:

That part of the Northeast quarter of Section 28, Township 34 North, Range 9 West of the Second Principal Meridian in the Town of Cedar Lake, Lake County, Indiana, more particularly described as follows: Commencing at the Northeast corner of said Section 28; thence North 89° 27' 41" West (all bearings assumed) along the North line of said Section 28 a distance of 1109.37 feet to the Northwest corner of Utopia Business Unit No. 1, a subdivision as per plat thereof

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recorded in Plat Book 35, page 106 in the Office of the Recorder, Lake County, Indiana; thence South 0° 00' 00" East along the West line of said subdivision a distance of 35.00 feet to the Point of Beginning; thence continuing South 00° 00' 00" East along the West line of said subdivision a distance of 250.00 feet; thence North 89° 27' 41" West along a line parallel with the North line of said Section 28 a distance of 22.25 feet; thence North 00° 00' 35" East along a line parallel with the West line of the East half of the Northeast quarter of said Section 28 a distance of 250.00 feet; thence South 89° 27' 41" East along a line parallel with the North line of said Section 28 a distance of 22.18 feet to the Point of Beginning.



Unit #5546
9810 W. 133rd Ave., Cedar Lake, IN
Lake County

SCHEDULE 1

Lease from FFCA/IIP 1986 Property Company, a Delaware general partnership, to Hayne & Petso Corporation, an Indiana corporation, dated May 18, 1992. The current lessor, GE Capital Franchise Finance Corporation, a Delaware corporation, is the successor by merger to Franchise Finance Corporation of America, the successor by merger to FFCA/IIP 1986 Property Company, L.P., the successor by merger to FFCA/IIP 1986 Property Company. Said lease was amended and lessee's interest in said lease was assigned to Heartland Illinois Food Corp., a Delaware corporation, by Assignment of Lease dated March 1, 2005.

The Legal Description of the Premises is described in Exhibit "A" attached hereto and incorporated herein by reference.

