

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2012 AUG 28 AM 9:18

MICHELLE R. FAJMAN
RECORDER

2012 058220

Prepared By:

Advance Stores Company, Incorporated
P.O. Box 2710
Roanoke, VA 24001

MEMORANDUM OF LEASE

This Memorandum of Lease (this "Memorandum") is made this _____ day of _____, 2012, between ORIGIN CAPITAL V, LLC, a Delaware limited liability company ("Landlord"), and ADVANCE STORES COMPANY, INCORPORATED, a Virginia corporation ("Tenant").

WITNESSETH:

Landlord and Tenant have entered into a Lease (the "Lease") dated January 19, 2010, whereby Landlord has leased to Tenant approximately 6,294 square feet in that shopping center owned by Landlord having an address of 906 N. Main Street, Crown Point, Lake County, Indiana 46307 (the "Property"), the legal description of which Property is set forth on Exhibit "A" attached hereto. The Lease contains provisions and rights appurtenant to the Property, some of which are as follows:

- STOP**
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- I. Term. The term of the Lease is for a period of ten (10) years from the "Rent Commencement Date" (as established in the Lease), commencing on the "Commencement Date" (as established in the Lease). Thereafter, Tenant has the right under the Lease to renew and extend the term of the Lease for three (3) successive periods of five (5) years each.
 - II. Exclusive Use Rights. The Lease provides that neither Landlord nor any stockholder, member, partner, beneficiary, successor, assign, personal representative, heir, subsidiary or affiliate of Landlord, nor any person(s) or entity(ies) having a direct or indirect interest in Landlord, shall, for as long as the Lease remains in force and effect, either directly or indirectly, own, occupy or operate, or sell, lease or otherwise transfer to any person or entity, or permit any person or entity to occupy, any land, building, premises or space, whether presently owned or hereafter acquired, located within two (2) miles of the Property for the purpose of (i) conducting thereon a business similar to that being conducted by Tenant on the Property or (ii) the sales, display or rental of automotive parts, accessories, supplies and/or maintenance items. The Lease further provides that neither Landlord nor any stockholder, member, partner, beneficiary, successor, assign, personal representative, heir, subsidiary or affiliate of Landlord, nor any person(s) or entity(ies) having a direct or indirect interest in Landlord, shall lease, sell or

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PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

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Store #8743 Crown Point, IN

otherwise transfer or convey any such premises adjacent to and/or contiguous with the Leased Premises without imposing thereon a restriction to secure compliance herewith, or permit any tenant or occupant of any such premises or any part thereof to sublet or assign in any manner, directly or indirectly, any part thereof to any person, firm, corporation or other entity engaged in any such business described above, without the prior written consent of Tenant, which consent may be withheld by Tenant in Tenant's sole discretion.

- III. Successors. The covenants, conditions and agreements made and entered into by the parties hereto shall be binding upon and inure to the benefits of their respective heirs, administrators, executors, representatives, successors and assigns.
- IV. Incorporation of Lease. All terms and conditions of the Lease are hereby incorporated herein by reference as if fully set forth herein.
- V. Conflicts with Lease. This Memorandum is solely for notice and recording purposes and shall not be construed to alter modify, expand, diminish or supplement the provisions of the Lease. In the event of any inconsistency between the provisions of this Memorandum and the provisions of the Lease, the provisions of the Lease shall govern.

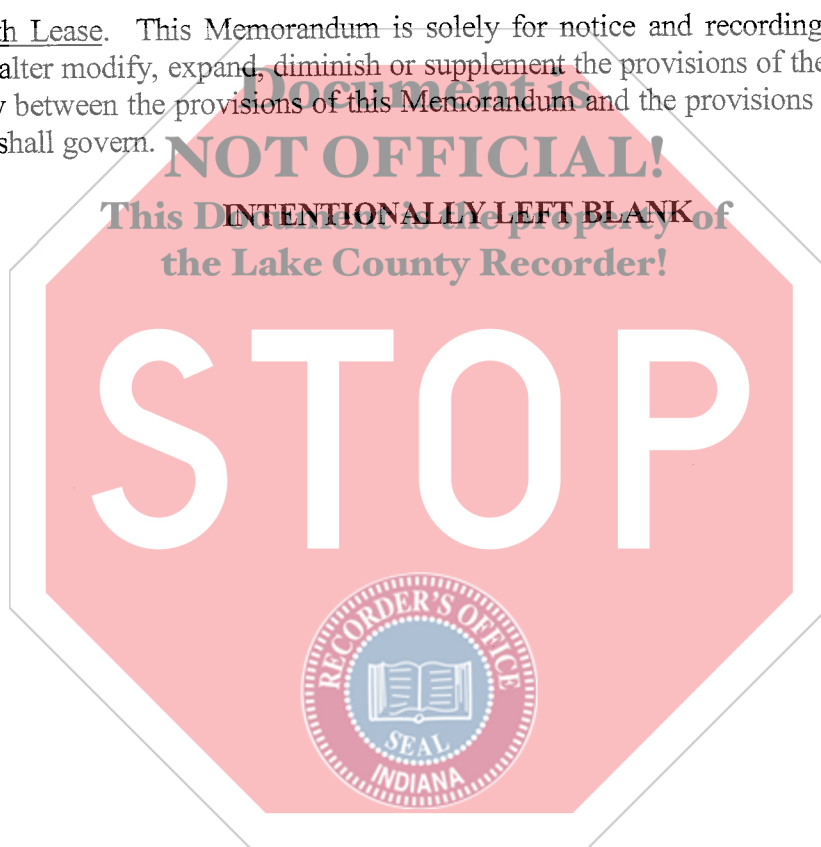
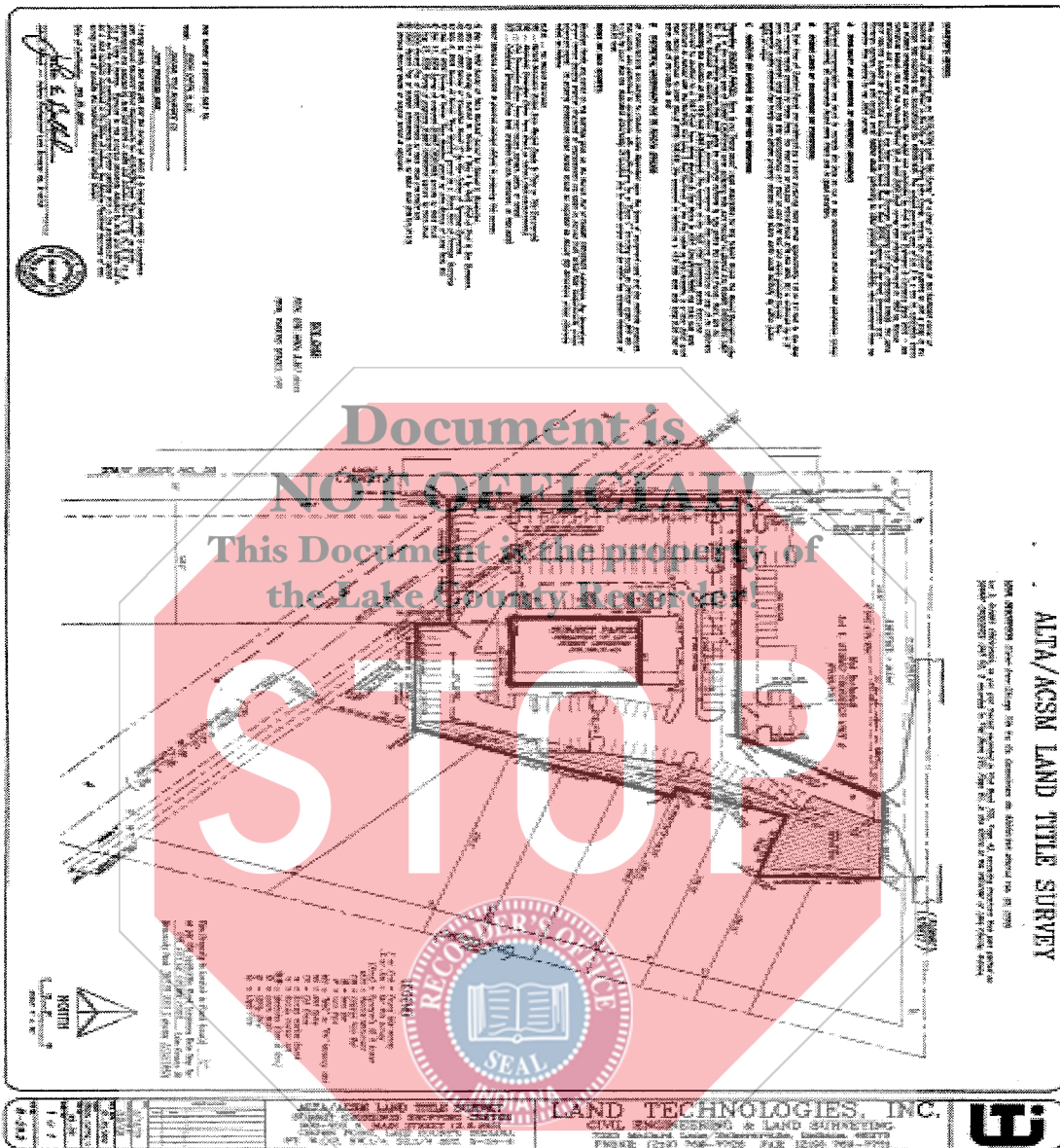


EXHIBIT A

SURVEY



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

ORIGIN CAPITAL V, LLC, a Delaware limited liability company

By: *M. Episcopo*
Name: Michael Episcopo
Title: Managing member

STATE OF ILLINOIS)
) SS;
COUNTY OF COOK)

The undersigned, a Notary Public, in and for the County and State aforesaid, does hereby certify, that MICHAEL EPISCOPO personally known to me to be the MANAGING MEMBER of Origin Capital, a Delaware limited liability company, and personally known to me to be the same person whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged under oath that as such MANAGING MEMBER he signed and delivered the said instrument pursuant to authority duly given to him by said limited liability company.

Given under my hand and seal this 10 day of July, 2012.

Edward Reagan
Notary Public

My Commission Expires: _____

