

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2014 010622

2014 FEB 21 AM 10:45

MICHAEL B. BROWN
RECORDER

CHICAGO TITLE INSURANCE COMPANY

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MEMORANDUM OF LEASE

Document is
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St. John IN
L/C: 013-1176

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STOP



Prepared by: Gillian Bregman
After Recording, return to: Amy Wilson
US Legal #088
McDonald's Corporation
One McDonald's Plaza
Oak Brook, IL 60523
L/C: 013-1176

Property Address:
Pin#:

19
08
107

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FILED

FEB 21 2014

PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

21037

City, State: St. John, IN
L/C: 013-1176

Prepared by: Gillian Bregman
After recording, return to: Amy Wilson
McDONALD'S CORPORATION
One McDonald's Plaza
Oak Brook, Illinois 60523

MEMORANDUM OF LEASE

This Memorandum of Lease ("**Memorandum**") is dated January 24, 2014 between **JDE, LLC, an Indiana limited liability company** (together with its successors and assigns, "**Landlord**") whose address is 15300 W. 113th, Dyer, IN 46311, and **McDONALD'S USA, LLC, a Delaware limited liability company** (together with its successors and assigns, "**Tenant**") whose principal place of business is located at One McDonald's Plaza, Oak Brook, Illinois 60523.

Landlord and Tenant have entered into that certain Ground Lease dated April 24, 2012, as amended from time to time (the "**Lease**"), pursuant to which Landlord leases to Tenant the parcel of land located in the City of St. John, County of Lake, State of Indiana, as more particularly described on Exhibit A attached (the "**Leased Space**"), together with the improvements, easements and appurtenances described in the Lease and this Memorandum (the **Leased Space**, together with the improvements, easements and appurtenances described above are collectively referred to as the "**Premises**"). Any defined terms (denoted by their initial capitalization) used in this Memorandum will have the same meaning and definition as set forth in the Lease.

1. **TERM:** To have and to hold for a term commencing on May 14, 2012 and ending 20 years from the date when Tenant opens for business in the Leased Space.
2. **OPTION TO EXTEND:** The term of the Lease will be automatically extended for 8 successive periods of 5 years each aggregating 40 years if Tenant does not elect to terminate the Lease at the end of the Primary Term or any Option Period.
3. **FIRST REFUSAL:** Landlord grants to Tenant the right of first refusal to lease and the right of first refusal to purchase the Premises as defined in the Lease.
4. **MEMORANDUM:** All the obligations and rights of Landlord and Tenant are set forth in the Lease. This document is a memorandum of the Lease and is subject to all the terms, conditions and provisions of the Lease. In the event of any inconsistency between the terms of the Lease and this document, the terms of the Lease will prevail. This Memorandum is binding upon and will inure to the benefit of the heirs, successors, assigns, executors and administrators of the parties.

[The remainder of this page is intentionally left blank. Signature page to follow.]

To indicate their consent to this Memorandum, the parties, or their authorized representatives or employees have signed this document.

LANDLORD:
JDE, LLC,
an Indiana limited liability company

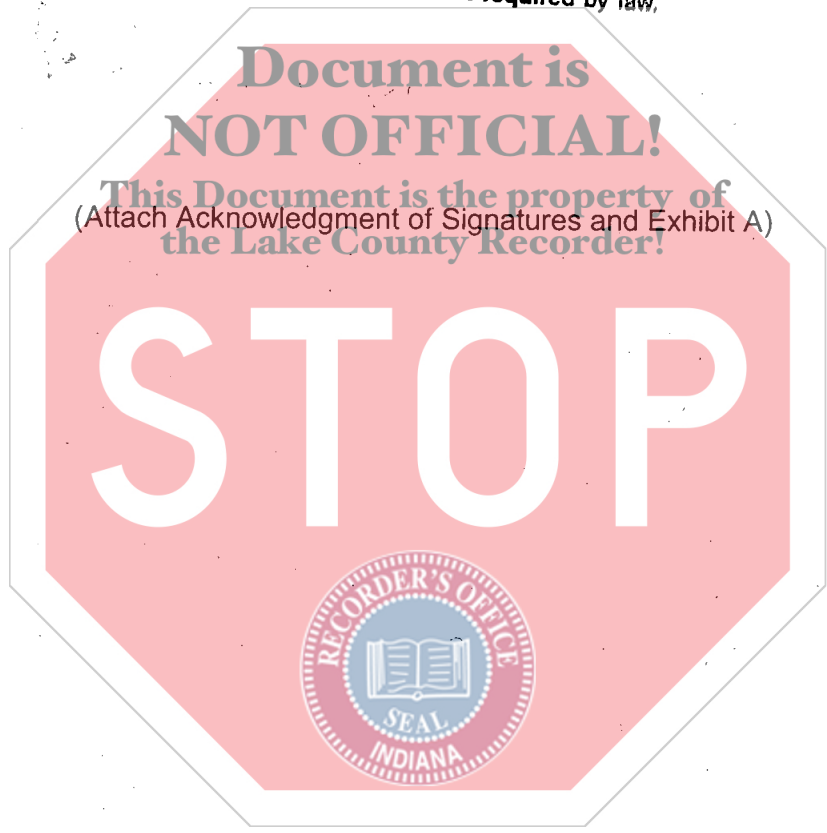
TENANT:
McDONALD'S USA, LLC,
a Delaware limited liability company

By: *[Signature]*
Its: member

By: *[Signature]*
Its: Jeffrey A. Angus
Senior Counsel

[Handwritten mark]

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.



ACKNOWLEDGMENT – McDONALD'S

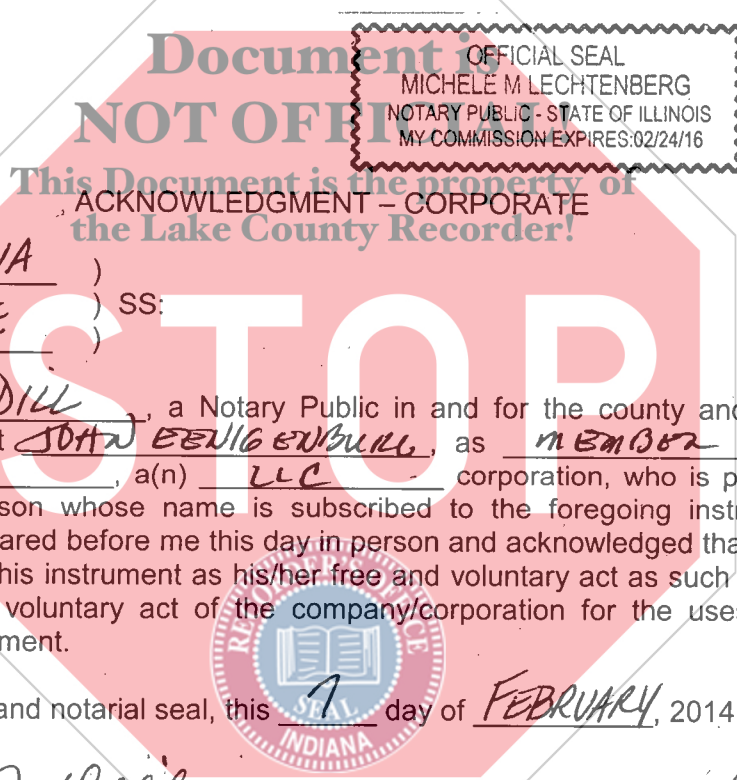
STATE OF ILLINOIS)
) SS:
COUNTY OF DUPAGE)

I, Michele M. Lechtenberg, a Notary Public in and for the county and state set forth above, CERTIFY that Jeffrey A. Angres, as Senior Counsel of McDONALD'S USA, LLC, a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such authorized party, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered this instrument as his/her free and voluntary act as such authorized party and as the free and voluntary act of the company for the uses and purposes described in this instrument.

Given under my hand and notarial seal, this 24 day of January, 2014.

Michele M. Lechtenberg
Notary Public

My commission expires 2/24/16



STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

I, SANDRA J. DILL, a Notary Public in and for the county and state set forth above, CERTIFY that JOAN EBNIG EMBILL, as MEMBER of SDE LLC, a(n) LLC corporation, who is personally known to me to be the person whose name is subscribed to the foregoing instrument as such authorized party, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered this instrument as his/her free and voluntary act as such authorized party and as the free and voluntary act of the company/corporation for the uses and purposes described in this instrument.

Given under my hand and notarial seal, this 7 day of FEBRUARY, 2014.

Sandra J. Dill
Notary Public

My commission expires 6-3-16

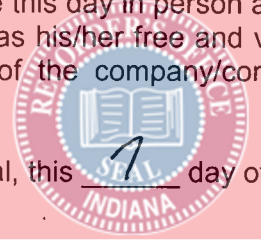


EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOT 4 IN EENIGENBURG 2ND ADDITION TO THE TOWN OF ST. JOHN AS SHOWN IN PLAT BOOK 106, PAGE 73, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA,

ALSO BEING THE SAME AS: A PARCEL OF LAND BEING ALL OF LOT 1 IN EENIGENBURG ADDITION AS SHOWN IN PLAT BOOK 103, PAGE 49, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, AND ALL OF LOT 8, PART OF LOT 7, AND THAT PART OF THE PLATTED (PROPOSED VACATED) FRONTAGE ROAD SOUTH OF 97TH LANE, AND WEST OF SAID LOT 8, ALL IN ST. JOHN INDUSTRIAL CENTER, AS SHOWN IN PLAT BOOK 87, PAGE 85, IN SAID RECORDER'S OFFICE, SAID PARCEL BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 00 DEGREES 05 MINUTES 03 SECONDS WEST, 99.99 FEET ALONG THE EAST LINE OF SAID LOT 1 (BASIS OF BEARINGS FOR THIS DESCRIPTION) TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 89 DEGREES 54 MINUTES 57 SECONDS WEST, 151.51 FEET ALONG THE SOUTH LINE OF SAID LOT 1; THENCE NORTH 70 DEGREES 37 MINUTES 54 SECONDS WEST, 103.97 FEET ALONG THE SOUTHERLY LINE OF SAID LOT 1 TO THE EAST RIGHT OF WAY LINE OF U.S. ROUTE NUMBER 41; THENCE NORTH 00 DEGREES 37 MINUTES 17 SECONDS WEST, 65.66 FEET ALONG SAID EAST RIGHT OF WAY LINE TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE CONTINUING NORTH 00 DEGREES 37 MINUTES 17 SECONDS WEST, 11.57 FEET ALONG SAID EAST RIGHT OF WAY LINE; THENCE NORTH 04 DEGREES 26 MINUTES 08 SECONDS WEST, 70.15 FEET ALONG SAID EAST RIGHT OF WAY LINE TO THE SOUTH LINE OF SAID 97TH LANE (PLATTED 37 FOOT RIGHT OF WAY WIDTH); THENCE SOUTH 89 DEGREES 54 MINUTES 57 SECONDS EAST, 39.75 FEET ALONG LAST SAID SOUTH LINE TO THE NORTHWEST CORNER OF SAID LOT 8; THENCE CONTINUING SOUTH 89 DEGREES 54 MINUTES 57 SECONDS EAST, 189.45 FEET ALONG THE NORTH LINES OF SAID LOTS 8 AND 7 TO A POINT THAT IS 4.45 FEET EAST OF (AS MEASURED ALONG SAID NORTH LINES) THE NORTHWEST CORNER OF SAID LOT 7; THENCE SOUTH 00 DEGREES 42 MINUTES 01 SECONDS WEST, 81.50 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 7 THAT IS 2.65 FEET EAST OF (AS MEASURED ALONG SAID SOUTH LINE OF LOT 7) THE SOUTHWEST CORNER OF SAID LOT 7; THENCE SOUTH 89 DEGREES 54 MINUTES 57 SECONDS EAST, 27.81 FEET ALONG SAID SOUTH LINE OF LOT 7, ALSO BEING THE NORTH LINE OF SAID LOT 1 TO THE POINT OF BEGINNING.

