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THIS DOCUMENT WAS PREPARED BY,
AND AFTER RECORDING, RETURN TO:

Erika L. Kruse, Esq.
ACOSTA, KRUSE & ZEMENIDES, LLC
6336 North Cicero Avenue, Suite 202
Chicago, Illinois 60646

PERMANENT TAX INDEX NUMBERS:

17-09-262-018-0000
17-09-262-019-0000

PROPERTY ADDRESS:

400 North State Street
Chicago, Illinois 60610



Doc#: 0825433015 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/10/2008 08:30 AM Pg: 1 of 5

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (the "Memorandum") is entered into between Great Street, LLC, an Illinois limited liability company having an address at 400 North State Street, Chicago, Illinois 60610 ("Landlord") and BP Restaurant, LLC, an Illinois limited liability company, having an office at Buddha Bar Office, 17 Little West 12th Street, Suite 311, New York, New York 10014 ("Tenant").

WITNESSETH:

- Agreement of Lease. Pursuant to a Lease Agreement dated as of July 7, 2008 (the "Lease Agreement"), Landlord has leased to Tenant approximately 8,250 square feet on the second floor, 7,000 square feet on the ground floor and 5,000 square feet on the lower level of the building known as 400 North State Street, Chicago, IL, which building is located on land described in Exhibit "A" attached to this Memorandum (the "Property"), for an initial term of ten (10) years beginning on December 1, 2008 and ending on November 30, 2018.
- Options to Renew. Subject to the terms and conditions set forth in the Lease Agreement, the term of the Lease Agreement may be extended at Tenant's option for two (2) additional periods of five (5) years each, but the exercise of such options may be rejected by Landlord under the conditions set forth in the Lease Agreement. The provisions set forth in the Lease Agreement are hereby incorporated herein by this reference.

Box 400-CTCC

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3. Subordination. Pursuant to Section 19 of the Lease, mortgages recorded after the date of the Lease Agreement are subordinate to the Lease Agreement unless the holder of the mortgage and the Tenant enter into a Subordination, Non-Disturbance and Attornment Agreement reasonably satisfactory to Tenant, in which event such SNDA will subordinate the Lease Agreement to the lien of the mortgage.
4. Lease Agreement Controls. In the event of any conflict between the provisions of the Lease Agreement and the provisions of this Memorandum, the provisions of the Lease Agreement shall control.
5. Miscellaneous. This Memorandum shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns and legal representatives. This Memorandum shall be construed and interpreted in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, this Memorandum of Lease is executed under seal on the 28 day of July, 2008.

LANDLORD:

GREAT STREET, LLC, an Illinois limited liability company

By: Phoenix Group Management, LLC, an Alaska limited liability company
Its: Manager

By: _____
Name: Marc Bushala
Its: Manager

TENANT:

BB RESTAURANT LLC, an Illinois limited liability company

By: _____
Name: Nina Kakiashvili Zajic
Its: Managing Member

NZK

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3. Subordination. Pursuant to Section 19 of the Lease, mortgages recorded after the date of the Lease Agreement are subordinate to the Lease Agreement unless the holder of the mortgage and the Tenant enter into a Subordination, Non-Disturbance and Attornment Agreement reasonably satisfactory to Tenant, in which event such SNDA will subordinate the Lease Agreement to the lien of the mortgage.

4. Lease Agreement Controls. In the event of any conflict between the provisions of the Lease Agreement and the provisions of this Memorandum, the provisions of the Lease Agreement shall control.

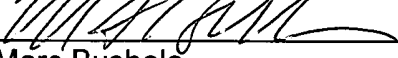
5. Miscellaneous. This Memorandum shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns and legal representatives. This Memorandum shall be construed and interpreted in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, this Memorandum of Lease is executed under seal on the 28th day of July, 2008.

LANDLORD:

GREAT STREET, LLC, an Illinois limited liability company

By: Phoenix Group Management, LLC, an Alaska limited liability company
Its: Manager

By: 
Name: Marc Bushala
Its: Manager

TENANT:

BB RESTAURANT LLC, an Illinois limited liability company

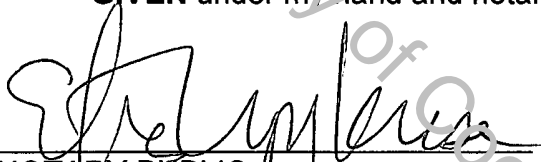
By: _____
Name: Nina Kakiashvili Zajic
Its: Managing Member

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STATE OF ILLINOIS)
)ss.:
COUNTY OF COOK)

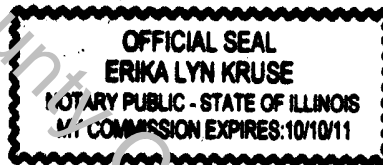
The undersigned, a Notary Public in and for the said County, in the State aforesaid, **DOES HEREBY CERTIFY** that Marc Bushala, the sole manager of **PHOENIX GROUP MANAGEMENT, LLC**, an Alaska limited liability company, the manager of **GREAT STREET, LLC**, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such manager appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability companies, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30th day of July, 2008.



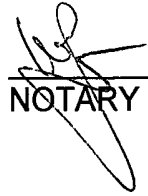
NOTARY PUBLIC

My Commission Expires: 10-10-11



STATE OF NEW YORK)
)ss.:
COUNTY OF NEW YORK)

On the 28th day of July, 2008, before me, the undersigned, personally appeared **Nina Kakiashvili Zajic**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and she appeared before me in New York County, New York.



NOTARY PUBLIC

WILLIAM P. WALZER
Notary Public, State of New York
No. 30-4758889
Qualified in Nassau County
Term Expires 7-31-2010

My Commission Expires: _____

NZK

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LEGAL DESCRIPTION:**PARCEL 1:**

LOT 2 IN BLOCK 3 IN KINZIE'S ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 1 IN BLOCK 1 IN WOLCOTT'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 1 AND PARCEL 2, TAKEN AS A SINGLE TRACT, ARE ALSO KNOWN AS:

LOT 1, BLOCK 1, WOLCOTT'S ADDITION TO CHICAGO, AND LOT 2 BLOCK 3, KINZIE'S ADDITION TO CHICAGO, CITY OF CHICAGO, COOK COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 82.18 FEET; THENCE NORTH 00 DEGREES 15 MINUTES 37 SECONDS WEST, 100.50 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 81.74 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES 44 SECONDS EAST, 100.50 FEET TO THE POINT OF BEGINNING.

PERMANENT INDEX NUMBERS:

17-09-262-018-0000

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COMMONLY KNOWN AS:

400 NORTH STATE STREET CHICAGO, ILLINOIS