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Karen A. Yarbrough
Cook County Recorder of Deeds

Date: 08/29/2014 11:27 AM Pg: 1 of 6

PREPARED BY
AND WHEN RECORDED, MAIL TO:

Strategic Leasing Law Group, LLP
120 South Riverside Plaza
Suite 2190
Chicago, Illinois 60606
Attn: Glen F. Cornblath, Esq.

MEMORANDUM OF LEASE

This MEMORANDUM OF LEASE (this "Memorandum") is made and entered into as of August 20, 2014, by and between LIFE STORAGE CENTERS – HARWOOD HEIGHTS, LLC, an Illinois limited liability company, located at 777 Lake Zurich Road, Suite 200, Barrington, IL 60010 ("Landlord"), and MARNAT, INC., an Illinois corporation, d/b/a LOU MALNATI'S PIZZERIA, located at 3685 Woodhead Drive, Northbrook, Illinois, 60062, attention: President ("Tenant").

1. **Leased Premises.** Pursuant to that certain Store Lease dated as of August 20, 2014 (the "Lease") between Landlord and Tenant, Landlord leases to Tenant, and Tenant leases from Landlord, that certain premises and improvements (the "Leased Premises") known as 7125 West Gunnison, Harwood Heights, Illinois 60706, consisting of approximately 1,992 square feet of Rentable Area (as defined in the Lease). The Leased Premises are a part of the shopping center located at 7125 West Gunnison, Harwood Heights, Illinois 60706 and commonly known as "Life Storage Centers – Harwood Heights" (the "Shopping Center"). The Shopping Center is legally described in **Exhibit A** attached hereto and the Leased Premises are depicted on **Exhibit B** attached hereto.

2. **Term/Commencement Date.** The term of this Memorandum and the Lease shall commence in accordance with the terms of the Lease, and shall expire on the last day of the fifteenth (15th) Lease Year (as defined in the Lease), subject to Tenant's right to extend as provided in the following sentence. Tenant is granted one (1) option to extend the original term for additional period of five (5) years.

3. **Exclusive.** Landlord represents and warrants to Tenant that no existing tenant or occupant of the Shopping Center or other party with rights to operate at the Shopping Center has the right to sell pizza. Landlord will not lease space or otherwise grant occupancy rights in the Shopping Center or adjacent retail area owned by Landlord or any affiliate of Landlord, if any, to any other person, business, or entity for the preparation or sale of pizza as its primary business, or whose trade name or legal name contains the word "pizza" or "pizzeria." Landlord shall not change or consent to change any existing tenant's or occupant's or other party's lease (or other agreement permitting occupancy in the Shopping Center) to permit the sale of pizza or to permit any existing tenant or occupant to use the word "pizza" or "pizzeria" as its trade name or legal name.

4. **Work Performed by Tenant.** No work performed by, for, or at the direction of, Tenant shall be deemed to be for the use and benefit of Landlord, so all persons performing such work are hereby on notice that no mechanics' or other lien shall be allowed against the estate of Landlord or its principals with reference to the providing of any goods or services with respect thereto.

5. **Interpretation.** Landlord and Tenant further acknowledge and affirm that this Memorandum is not a complete summary of the Lease and is entered into to provide notice to third parties of the existence of the Lease. Accordingly, Landlord and Tenant hereby agree that this

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Memorandum shall not be used in interpreting the Lease provisions and that, in the event of conflict between this Memorandum and the Lease, the Lease shall control.

6. **East Parking Area.** The East Parking Area, depicted on **Exhibit B** attached hereto, is currently gated and will remain gated during the Term of the Lease. Landlord shall cause at least four (4) parking spaces in the East Parking Area to be striped as parking spaces in the approximate location shown on **Exhibit B**. At no additional cost, Tenant shall have exclusive use of such four (4) parking spaces in the East Parking Area at all times for Tenant's vehicles and the vehicles of Tenant's delivery drivers. Tenant, at its sole cost and expense, shall have the right (but not the obligation) from time to time or all of the time to prepare and install signage designating such spaces as parking spaces for Tenant's delivery drivers only.

7. **Night Time Parking.** If, at any time, Tenant determines in its reasonable judgment that Tenant must reserve night time parking, then within ten (10) days after notice from Tenant, Landlord shall reserve six (6) parking spaces for the exclusive use by Tenant, its customers and delivery drivers after 5:00 PM, which exclusive parking spaces shall be located adjacent to the entry of the Leased Premises, in the location marked on **Exhibit B** attached hereto. Tenant shall have the right (but not the obligation) from time to time or all of the time to designate such spaces as fifteen-minute carryout parking spaces for Tenant's customers and Tenant's delivery drivers only and that any violators will be towed at the owner's expense. Tenant shall have the right to enforce Tenant's and its customers' exclusive rights to use such parking spaces. Such parking spaces may be designated by movable signs prepared by Tenant, at Tenant's sole cost and expense, and put in place by Tenant after 5:00 PM and only during Tenant's hours of operation. Notwithstanding the foregoing, if at any time Tenant's four (4) exclusive parking spaces in the East Parking Area as provided in Section 6 above are not available to Tenant for any reason, Landlord shall reserve an additional four (4) parking spaces, in addition to the six (6) parking spaces referenced above, for use as described in this Section 7.

[Signatures are on the following pages]

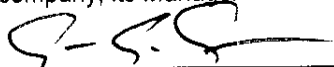
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IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease as of the date and year first above written.

LANDLORD:

LIFE STORAGE CENTERS – HARWOOD HEIGHTS, LLC

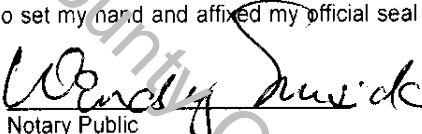
By: LSC Development, LLC, an Illinois limited liability company, its Manager

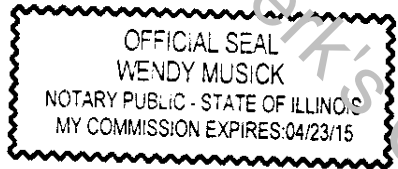
By: 
Name: Jean L. Jodoin
Title: Manager

STATE OF ILLINOIS)
McHenry) SS
COUNTY OF COOK)

BE IT REMEMBERED, that on the 24th day of August, 2014, before me, a Notary Public in and for said County personally appeared Jean L. Jodoin, the Manager of LSC Development, LLC, an Illinois limited liability company, which is the Manager of LIFE STORAGE CENTERS – HARWOOD HEIGHTS, LLC, an Illinois limited liability company, the LANDLORD in the foregoing Memorandum of Lease, who acknowledged that the signing thereof was the duly authorized act and deed of said company and his free and voluntary act and deed as said company for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written.


Notary Public



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IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease as of the date and year first above written.

TENANT:

MARNAT, INC.

By: [Signature]
Name: Stuart Cohen
Title: Vice Chairman

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

BE IT REMEMBERED, that on the 15th day of August, 2014, before me, a Notary Public in and for said County personally appeared Stuart Cohen, the Vice Chairman of Marnat, Inc., an Illinois corporation, the TENANT in the foregoing Memorandum of Lease, who acknowledged that the signing thereof was the duly authorized act and deed of said corporation and his free and voluntary act and deed as said officer for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written.

[Signature]
Notary Public

My Commission Expires: 12/28/15



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EXHIBIT A
To Memorandum of Lease

Legal Description

THE NORTH 826 FEET OF THE EAST 263.60 FEET OF LOT 4 IN C. R. BALL'S SUBDIVISION OF THE NORTH ½ OF THE NORTHWEST ¼ OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT SCHOOL LOT) AND OF THE NORTH 25.40 ACRES OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 12, IN COOK COUNTY, ILLINOIS.

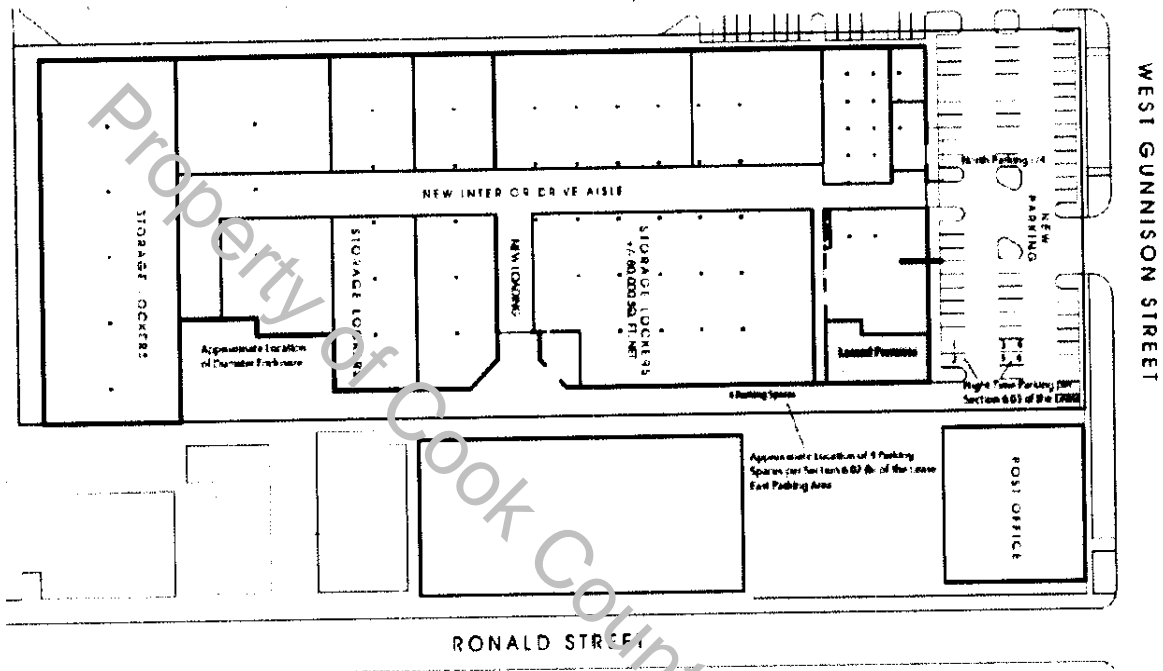
PIN: 13-18-100-084-0000
13-18-100-085-0000
13-18-100-096-0000

Common Address: 7125 West Gunnison, Harwood Heights, Illinois 60706

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EXHIBIT B To Memorandum of Lease

Depiction of Leased Premises



4853-2846-8252, v. 2