



PREPARED BY:
Kutak Rock LLP
1801 California Street, Suite 3000
Denver, CO 80202
Attention: Nathan P. Humphrey Esq.

Doc#: 150333002 Fee: \$46.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 02/02/2015 08:20 AM Pg: 1 of 5

TO BE RETURNED TO:
First American Title Insurance Company
2425 E. Camelback Road, Ste 300
Phoenix, AZ 85016
Attention: Kristin Brown



MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "Memorandum") is executed effective as of November 3, 2014, by and between STORE MASTER FUNDING VII, LLC, a Delaware limited liability company ("Lessor"), whose address is 8501 E. Princess Drive, Suite 190, Scottsdale, Arizona 85255, and BIG ONION MASTER, LLC, an Illinois limited liability company ("Lessee"), whose address is 343 W. Erie, Suite 220, Chicago, Illinois 60654.

Recitals

Lessor and Lessee entered into that certain Master Lease Agreement (the "Lease") of even date herewith (the "Effective Date") the terms, provisions and conditions of which are incorporated herein by this reference to the same extent as if recited in their entirety herein, whereby 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, certain parcels of real property, including, without limitation, that certain real property together with all buildings, structures, fixtures and improvements now or hereafter located thereon, more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Property"). Unless otherwise expressly provided herein, all defined terms used in this Memorandum shall have the same meanings as are ascribed to such terms in the Lease.

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

1. The term of the Lease commences as of the Effective Date and expires on December 31, 2034, unless extended as provided below or terminated sooner as provided in the Lease.
2. Provided Lessee is not in default under the terms of the Lease, Lessee has a right to extend the term of the Lease for up to two (2) additional successive periods of five (5) years each, by written notice to Lessor as provided in the Lease.
3. NOTICE IS HEREBY GIVEN THAT 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 PROPERTY OR LESSEE'S LEASEHOLD INTEREST THEREIN AND ANY SUCH PURPORTED TRANSACTION WHICH IS NOT APPROVED BY LESSOR SHALL BE VOID. FURTHERMORE, ANY SUCH PURPORTED TRANSACTION SHALL BE DEEMED A

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TORTIOUS INTERFERENCE WITH LESSOR'S RELATIONSHIP WITH LESSEE AND LESSOR'S OWNERSHIP OF THE PROPERTY.

4. Lessee may not assign its interest in the Lease in any manner whatsoever without the prior written consent of Lessor. ANY SUCH PURPORTED TRANSACTION WHICH IS NOT APPROVED BY LESSOR SHALL BE VOIDABLE AT THE SOLE OPTION OF LESSOR.

5. Any addition to or alteration of the Property shall automatically be deemed part of the Property and belong to Lessor.

6. Unless the landlord, mortgagee or trustee under any ground lease, mortgage or trust deed, as applicable, now or hereafter placed on the Property 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 hereafter placed on the Property by Lessor, subject, however, to Lessee's rights regarding non-disturbance as set out in the Lease.

7. The Lease is a "true lease"; the only relationship created thereby 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.

8. Original copies of the Lease are in the possession of Lessor and Lessee. The Lease contains other terms not herein set forth but which are incorporated by reference herein for all purposes, and this Memorandum is executed for the purpose of placing parties dealing with the Property 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 herein. Additional information concerning the terms of the Lease can be obtained by persons with a legitimate interest therein from Lessor or Lessee at the addresses set forth above.

9. 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. To the extent that the terms hereof are inconsistent with the terms of the Lease, the terms of the Lease shall control.

10. Lessee agrees that Lessor shall have a landlord's lien, and additionally hereby separately grants to Lessor a first and prior security interest in, on and against all personal property, appliances, furniture and equipment of Lessee from time to time situated on the Property, which lien and security interest shall secure the payment of all rental and other charges payable by Lessee to Lessor under the terms of the Lease and all other obligations of Lessee to Lessor under the Lease.

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

[Remainder of page intentionally left blank; signature page(s) to follow]

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IN WITNESS WHEREOF, the parties hereto have caused this Memorandum to be duly executed as of the Effective Date.

LESSOR:

STORE MASTER FUNDING VII, LLC, a
Delaware limited liability company

By: 

Name: Michael T. Bennett
Executive Vice President


Title: General Counsel

STATE OF ARIZONA

COUNTY OF MARICOPA

ss.

The foregoing instrument was acknowledged before me on NOV 25, 2014 by Michael T. Bennett as Exec. Vice President of **STORE MASTER FUNDING VII, LLC**, a Delaware limited liability company, on behalf of the company.


Notary Public

My Commission Expires:

3.30.2018




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IN WITNESS WHEREOF, the parties hereto have caused this Memorandum to be duly executed as of the Effective Date.

LESSEE:

BIG ONION MASTER, LLC, an Illinois limited liability company

By: 

Name: Arthur Holmes

Title: Authorized Signer

STATE OF Illinois)
COUNTY OF Cook) ss.

The foregoing instrument was acknowledged before me on November 25, 2014 by Arthur Holmes, as Authorized Signatory of **BIG ONION MASTER, LLC**, an Illinois limited liability company, on behalf of the company.


Notary Public

My Commission Expires:
8/18/2016



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EXHIBIT A

PROPERTY

LOTS 3 AND 4 IN THE SUBDIVISION OF THE NORTH PART OF BLOCK 1 IN SUFFERN'S SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

17-06-303-014
2005 W Division ST
Chgo- Ill 60622

Property of Cook County Clerk's Office

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