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Karen A. Yarbrough

Cook County Recorder of Deeds Date: 07/30/2015 11:13 AM Pg: 1 of 5

PREPARED BY: Kutak Rock LLP 1801 California Street, Suite 3000 Denver, CO 80202 Attention: Lauren E. Walker, Esq.

Return to: 737402IL**B** First American Title Insurance Co.

11175 Azusa Court

Rancho Cucamonga, CA 91730 Attn: NNC Post Closing Desk

MEMORANDUM OF LEASE

THIS MEMORANDUM CF LEASE (this "Memorandum") is executed effective as of June 3D, 2015, by and between STOPE MASTER FUNDING VIII, LLC, a Delaware limited liability company ("Lessor"), whose address is 8501 E. Princess Drive, Suite 190, Scottsdale, Arizona 85255, and NONA, INC., an Illino's corporation ("Lessee"), whose address is 2216 S. Neil Street, Champaign, Illinois 61820.

F ecitals

Lessor and Lessee entered into that certain Master Lease Agreement (the "Lease") of even date herewith (the "Effective Date"), the terms r ovisions 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:

- The term of the Lease commences as of the Effective Date and expires on June 30, 2030, unless extended as provided below or terminated sooner as provided in the Lease.
- 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 four (4) additional successive periods of five (5) years each, by written notice to Lessor as provided in the Lease.
- 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

4822-9770-5508.1 STORE / Nona Memorandum of Lease 18340 Kedzie Ave., Homewood, IL 60430 File No. 7210/02-367.6

Attorneys' Inde Charante Fined, Inc. 10 Sector El Sell Calon Cincago, 11 00006-4650 4 **CORD REVIEWS** Attn:Search Department



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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 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 and 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. 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.

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	LESSEE:
>	NONA, INC. an Illinois corporation By:
STATE OF !!!inois) ss. COUNTY OF Champaign)	Title. The state of the state o
The foregoing instrument was acknown harastaran, as Preside corporation, on behalf of the corporation.	owledged before me on June 26, 2015 by sent of NONA, INC., an Illinois Schelle a. Jouleu Notary Public
My Commission Expires: OFFICIAL SEAL REBECCA A FOWLER NOTARY PUBLIC, STATE OF ILLINO MY COMMISSION EXPIRES 11/07/20	Conto

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EXHIBIT A

PROPERTY

Street Address: 18340 Kedzie Ave., Homewood, IL 60430

Legal Description:

Real property in the City of Homewood, County of Cook, State of Illinois, described as follows:

Parcel 1:

The South 132 feet of Lot 11 in Homewood Gardens Acres Number 1, A Subdivision of the North 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 2 Township 35 North, Range 13 East of the third principal meridian, recorded as Document No 11497788, in Cook County, Illinois.

Parcel 2:

Easement for ingress and egress over and upon the North 20 feet of the South 140 feet of Lot 11 (Except that part included in percel 1 aforesaid) and The West 24 feet of Lot 9; The West 24 feet of Lot 10; and The West 24 feet of Lot 11 (Excepting the South 140 feet of said Lot 11) recorded as Document No. 222888.12 in Homewood Garden Acres No. 1, a subdivision of the North 1/2 of the Northeast 1/4 of the Inc. theast 1/4 of Section 2 Township 35 North Range 13 East of the third principal meridian, in Cool. County, Illinois.