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Doc#: 1529416005 Fee: \$48.00
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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/21/2015 09:45 AM Pg: 1 of 6

DO NOT REMOVE THIS COVER SHEET. IT IS NOW PART OF THE RECORDED DOCUMENT.

DOCUMENT TO BE RECORDED:

Memorandum of Lease

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PREPARED BY:

Kutak Rock LLP
 8601 North Scottsdale Road, Suite 300
 Scottsdale, Arizona 85253
 Attention: Heather Fox

TO BE RETURNED TO:

ARC CAFEUSA001, LLC
 c/o VEREIT, Inc.
 2325 East Camelback Road, Suite 1100
 Phoenix, AZ 85016
 Attention: Legal Department – Real Estate

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this “Memorandum”) is executed effective as of September 28, 2015, by and between **ARC CAFEUSA001, LLC**, a Delaware limited liability company (“Lessor”), whose address is c/o VEREIT, Inc., 2325 E. Camelback Road, Suite 1100, Phoenix, Arizona 85016, and **FQSR, LLC**, a Delaware limited liability company (“Lessee”), whose address is c/o KBP Foods, 8900 Indian Creek Parkway; Suite 100, Overland Park, KS 66210, Attn: Barry Dubin.

Recitals

Lessor and Lessee entered into that certain Lease (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, real property located in Hazel Crest, IL (the “Premises”), which is more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the “Premises”). 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 Commencement Date and continues until September 30, 2035, 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 beyond all applicable cure periods, Lessee has a right to extend the term of the Lease for up to 2 additional successive periods of 5 years each, by written notice to Lessor as provided in the Lease.
3. NOTICE IS HEREBY GIVEN THAT THE LEASE LIMITS LESSEE’S ABILITY TO PLACE OR ALLOW TO BE PLACED ANY LIEN, MORTGAGE, DEED OF

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TRUST OR ENCUMBRANCE OF ANY KIND UPON ALL OR ANY PART OF THE PREMISES.

4. 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 Premises 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.

5. 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.

6. 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 pages 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:

ARC CAFEUSA001, LLC, a Delaware limited liability company

By: VEREIT Operating Partnership, L.P.,
a Delaware limited partnership, its sole member

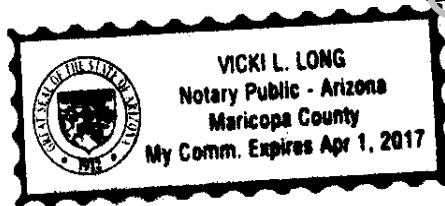
By: 
Name: **Todd J. Weiss**
Its: **Authorized Signatory**

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me on Sept 28, 2015 by Todd J. Weiss, as Auth Signatory of VEREIT Operating Partnership, L.P., a Delaware limited partnership, the sole member of **ARC CAFEUSA001, LLC**, a Delaware limited liability company, on behalf of the company.


Notary Public

My Commission Expires:
4-1-17



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

LESSEE:

FQSR, LLC, a Delaware limited liability company

By: [Signature]
Name: Michael G. Kulp
Its: CEO

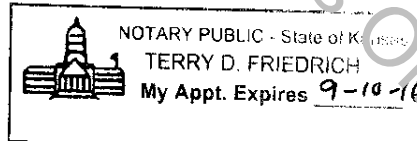
Property of Cook County Clerk's Office

STATE OF Kansas)
) ss.
COUNTY OF Johnson)

The foregoing instrument was acknowledged before me on September 23, 2015 by Michael G. Kulp, as CEO of FQSR, LLC, a Delaware limited liability company, on behalf of the company.

Terry D. Friedrich
Notary Public

My Commission Expires:
09/10/2016



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EXHIBIT A

PREMISES

LOT 1 IN COOEVCO RESUBDIVISION, BEING A RESUBDIVISION OF LOT 1 IN DOMINICK'S SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1, FOR THE PURPOSE OF INGRESS AND EGRESS AND FOR PARKING PURPOSES AS CONTAINED IN EASEMENT AND OPERATING AGREEMENT DATED OCTOBER 8, 1992 AND FILED OCTOBER 15, 1992 AS DOCUMENT LR 3378438, UNDER, THROUGH AND ACROSS THE 'COMMON AREAS' AS THAT TERM IS DEFINED IN SAID INSTRUMENT OF THE FOLLOWING DESCRIBED LAND:

LOT 1 IN COOEVCO RESUBDIVISION BEING A RESUBDIVISION OF LOT 1 IN DOMINICK'S SUBDIVISION, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS REGISTERED WITH THE REGISTER OF DEEDS ON JUNE 10, 1992 AS DOCUMENT LR 3378221 IN COOK COUNTY, ILLINOIS

28-35-402T012

3300 W 183rd St - Hazel Crest, IL

60429