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Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 10/21/2015 09:49 AM Pg: 1 of 6

When recorded return to:

Fidelity National Title - NCS DIV  
Attn.: Kelli Vos  
One East Washington Street Suite 450  
Phoenix, AZ. 85004  
602-343-7572

Escrow No. Z1519991

5252-1500457

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

**DOCUMENT TO BE RECORDED:**

**Memorandum of Lease**

A

6

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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 Dolton, 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

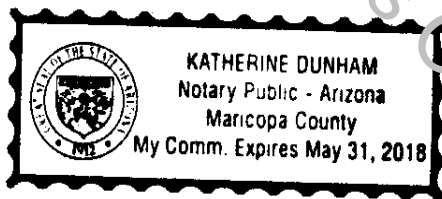
By:   
Name: **Todd J. Weiss**  
Its: **Authorized Signatory**

STATE OF ARIZONA )  
 ) ss.  
COUNTY OF MARICOPA )

The foregoing instrument was acknowledged before me on September 28, 2015 by Todd J. Weiss, as Authorized 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:  
May 31, 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:**

FQSR, LLC, a Delaware limited liability company

By: *M. G. Kulp*  
Name: Michael G Kulp  
Its: CEO

Property of Cook County Clerk's Office

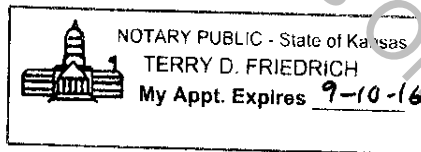
STATE OF Kansas )  
  ) ss.  
COUNTY OF Johnson )

The foregoing instrument was acknowledged before me on September 23, 2015  
by Mike 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

LOTS 1, 2, 3, 4, 5 AND 6 IN BLOCK 1 IN CALUMET TERRACE, A SUBDIVISION OF LOTS 2 TO 8, BOTH INCLUSIVE, IN A SUBDIVISION OF THE NORTH 15.10 FEET OF THE WEST 340.89 FEET OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THE EAST 1004.5 FEET OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE RAILROAD EXCEPTING THEREFROM THE WEST 75 FEET OF THE NORTH 290.4 FEET THEREOF.

Less and Except:

That part of Lot 7 in Block 2 in Matteson Farms, being a subdivision in the west Half of the Southeast Quarter of Section 22, Township 35 North, Range 13, East of the Third Principal Meridian, described as follows:

Commencing at the southwest corner of said Lot 7; thence North 89 degrees 43 minutes 30 seconds East along the south line of said Lot 7, 10.00 feet to the east line of Kostner Avenue as heretofore dedicated by plat thereof recorded July 02, 1985 as document number 85085815; thence North 00 degrees 44 minutes 34 seconds West along said east line of Kostner Avenue, 372.01 feet to the point of beginning; thence continuing North 00 degrees 44 minutes 34 seconds West along said east line of Kostner Avenue, 20 00 feet to the south line of Lincoln Highway (U.S. Route 30) as heretofore taken for right of way by State of Illinois pursuant to Court Order 83L51174; thence North 89 degrees 43 minutes 30 seconds East along said south line, 20.00 feet; thence South 44 degrees 29 minutes 28 seconds West 28.17 feet to the point of beginning, in Cook County, Illinois.

Said parcel containing 0.005 acres or 200 square feet more or less.