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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/29/2015 08:56 AM Pg: 1 of 8

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE, dated as of September 21, 2015, by and between RPAI Chicago Brickyard, L.L.C., a Delaware limited liability company (hereinafter called "**Landlord**"), and Blazin Wings, Inc., a Minnesota corporation (hereinafter called "**Tenant**"):

WITNESSETH:

A. Landlord and Tenant have entered into that certain Lease dated September 21 2015 ("**Lease**") relating to certain leased premises ("**Premises**") forming a part of a shopping center known as The Brickyard Shopping Center ("**Shopping Center**"), situated on certain real property in the City of Chicago, Cook County, Illinois, legally described on Exhibit A attached hereto.

B. Landlord and Tenant now wish to memorialize of record that existence of the Lease and certain specific terms of the same.

NOW THEREFORE, in consideration of the Lease and other good and valuable consideration, landlord and Tenant agree as follows:

1. Landlord and Tenant have entered in to the Lease to demise and let the Premises upon the terms and conditions more particularly set forth in the Lease.
2. The Lease term shall be for an initial term of one hundred twenty (120) consecutive calendar months commencing on the Rent Commencement Date, as such term is defined in the Lease.
3. Subject to the terms and conditions more particularly set forth in the Lease, Tenant has the option to extend the term of the Lease for four (4) consecutive periods of sixty (60) calendar months each, with the first Renewal Term commencing upon expiration of the Initial Term, and subsequent Renewal Terms commencing upon expiration of the preceding Renewal Term.

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4. The Lease contains the following exclusivity provision:

The following definitions are used in the next paragraph:

Beer Exclusive: A restaurant and/or bar that has fifteen (15) or more beer taps.

Competing Use: A use that competes with or otherwise violates any portion of the Exclusive Use.

Exclusive Use: Collectively, the Sports Bar Exclusive, the Wings Exclusive or the Beer Exclusive.

Sports Bar Exclusive: A restaurant and/or bar which (a) markets itself for viewing sporting events and (b) has five (5) or more televisions.

Wings Exclusive: A restaurant and/or bar which serves bone-in or boneless chicken wings as a menu item with two (2) or more types of sauces, provided the foregoing shall not prohibit the sale of bone-in or boneless wings by other tenants of the Shopping Center if such sales constitute no more than seven percent (7%) of such tenant's food sales.

Landlord will prohibit any other space in the Shopping Center to be used by a person or entity whose business is a Competing Use. Landlord shall include a provision in all future leases in the Shopping Center prohibiting the use of such leased space for a Competing Use. Businesses which are considered a Competing Use include, without limitation, Champps, Hooters, Wing Stop, Buffalo Wings & Rings, Wild Wing Cafe, Miller's Ale House, Carolina Ale House, Cheddar's Casual Café, The Green Turtle, Brick House Tavern & Tap, Tilted Kilt Pub & Eatery, The Ram, CB & Potts, Twin Peaks, Show-Me's, East Coast Wings & Grill, Gators Sports Bar & Grill, BJ's Restaurant and Brewhouse, Quaker Steak and Lube, Beef O' Brady's, Logan's Roadhouse, Hurricane Grill & Wings, Taco Mac, Kerr's Wing House, Duffy's Sports Grill, Ale House, and Bru's Room Sports Grill.

5. In the event The parties have agreed to a No Change Area as depicted on Exhibit B. Landlord agree to abide by the terms of the Lease relating to the No Change Area, including without limitation the covenant not to construct any structure(s) or to reduce the number of available parking stalls within the No Change Area.

6. Landlord hereby grants to Tenant a non-exclusive easement over and across the parking areas and drive lanes of the Shopping Center and over any access easements benefitting the Shopping Center for ingress and egress of vehicular and pedestrian traffic from all public roads adjacent to the Shopping Center to the Premises.

7. Except as otherwise indicated herein, capitalized terms used in this Memorandum are defined as set forth in the Lease.

8. The purpose of this instrument is to give notice of said Lease and all of its terms, covenants, and conditions to the same extent as if said Lease were set forth herein.

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9. This Memorandum of Lease is not intended to cover all the terms and conditions of the Lease and is not to be construed as restricting, enlarging, modifying or amending the Lease. Both Landlord and Tenant possess executed counterparts of the Lease to which reference is made for the exact terms, provisions and conditions

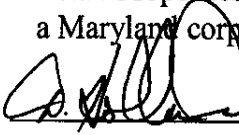
10. The conditions, covenants and agreements contained in this instrument shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns. In the event of any conflict between the terms and conditions of this instrument and the term and conditions of the Lease, it is agreed that the terms and conditions of the Lease shall control.

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

LANDLORD:

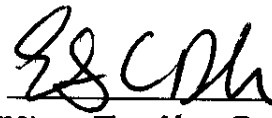
RPAI CHICAGO BRICKYARD, L.L.C.,
a Delaware limited liability company

By: Retail Properties of America, Inc.,
a Maryland corporation, its sole member

By: 
Name: Dennis K. Holland
Its: Executive Vice President
Secretary

TENANT:

BLAZIN WINGS, INC.,
a Minnesota corporation

By: 
Name: Emily C. Decker
Its: Vice President

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STATE OF Illinois)
COUNTY OF DuPage)SS:

The foregoing instrument was acknowledged before me this 21st day of September, 2015, by Dennis K. Holland the Executive Vice President of Retail Properties of America, Inc., a Maryland corporation, the sole member and on behalf of RPAI Chicago Brickyard, L.L.C., a Delaware limited liability company.

Sarah A Cadematori
Notary Public

[Notary Seal]

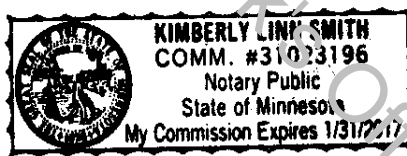


STATE OF MINNESOTA)
COUNTY OF HENNEPIN)SS:

The foregoing instrument was acknowledged before me this 1st day of September 2015, by Emily C Decker, the Vice President of Blazin Wings, Inc., a Minnesota corporation, on behalf of the corporation.

Kimberly Linn Smith
Notary Public

This instrument was prepared by:
Fredrikson & Byron, P.A. (MSR)
200 South Sixth Street, Suite 4000
Minneapolis, MN 55402



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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOTS 3, 4, 5 AND 6 of the Brickyard subdivision, being a subdivision of part of the southeast $\frac{1}{4}$ of Section 30, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois according to the Plat of Subdivision recorded as Document 0332519132 of the Cook County Recorder of Deeds.

PARCEL 2:

A strip of land in the East $\frac{1}{2}$ of the southeast $\frac{1}{4}$ of Section 30, Township 40 North, Range 13, lying east of the Third Principal Meridian, bounded and described as follows:

BEGINNING AT THE POINT OF INTERSECTION of the North line of West Fullerton Avenue, as shown on Document 10441963, with the East line of and easement as described in Exhibit III, Document 20988969, being a line 50.00 feet East of and parallel with the West line of the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of said Section being also the East line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Right-of-Way; thence along the following courses being the East line of the aforesaid easement as described in Exhibit III, Document 20988969; North 00 Degree, 45 Minutes, 40 Seconds East, a distance of 180.00 Feet; thence West, a distance of 11.00 feet; thence North 00 Degree, 45 Minutes, 40 Seconds West, a distance of 159.272 feet; thence Southeasterly, a distance of 208.85 feet along the arc of a circle, a distance of 565.00 feet radius, convex Southwesterly and whose chord bears South 11 Degrees, 21 Minutes, 2.5 Seconds East; thence South 21 Degrees, 56 Minutes, 25 Seconds East along a line tangent to said arc, a distance of 146.23 feet to the Point of Intersection with the aforesaid North line of West Fullerton Avenue; thence West along said North line, a distance of 80.00 feet to the POINT OF BEGINNING, all in Cook County, Illinois.

PARCEL 3:

Easement for the benefit of Parcel 1, as created by grant from the National Bank of Austin, a national banking association, as trustee under Trust Agreement dated April 29, 1964 and known as Trust Number 3760, to Chicago Title and Trust Company, a corporation of Illinois, as trustee under Trust Agreement dated May 1, 1974 and known as Trust Number 65000 and Chicago Title and Trust Company, a corporation of Illinois, as trustee under Trust Agreement dated January 2, 1976 and known as Trust Number 1068300, said grant being dated December 31, 1976 and recorded on June 3, 1977 as Document 23953919 of a perpetual non-exclusive easement for ingress and egress to and from Parcel 1 and to and from Narragansett Avenue and for the benefit of and appurtenant to Parcel 1 and all portions of said Parcel 1, over, on and through said Parcel "C"-2, being more particularly described as follows:

A strip of land in the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 30, Township 40 North, Range 13, east of the Third Principal Meridian, bound and described as follows:

BEGINNING AT THE POINT OF INTERSECTION of the West line of North Narragansett Avenue being a line 33.000 feet West of and parallel with the East line of the Southeast $\frac{1}{4}$ of said Section, with a line drawn 690.00 feet North of and parallel with the North line of West Fullerton Avenue according to Document 10441963; thence West along the last described line, a distance of 315.00 feet; thence South 78 Degrees, 16 Minutes, 03 Seconds East, a distance of 122.931 feet to a line drawn 665.00 feet North of and parallel with the aforesaid North line of West Fullerton Avenue; thence East along said parallel line, a distance of 195.00 feet to the aforesaid West line of North Narragansett Avenue; thence North 00 Degree, 49 Minutes, 53

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Seconds West along said West line, a distance of 25.00 feet to the POINT OF BEGINNING, in Cook County, Illinois.

PARCEL 4:

Easement for the benefit of Parcel 1, as created by grant from the National Bank of Austin, a national banking association, as trustee under Trust Agreement dated April 29, 1964 and known as Trust Number 3760, to Chicago Title and Trust Company, a corporation of Illinois, as trustee under Trust Agreement dated May 1, 1974 and known as Trust Number 65000 and Chicago Title and Trust Company, a corporation of Illinois, as trustee under Trust Agreement dated January 2, 1976 and known as Trust Number 1068300, said grant being dated December 31, 1976 and recorded on June 3, 1977 as Document 23953919 of a perpetual non-exclusive easement for ingress and egress to and from Parcel 1 and to and from West Fullerton Avenue and for the benefit of and appurtenant to the said Parcel 1 and all portions of said Parcel 1, over, on and through said Parcel "A" being more particularly described as follows:

A strip of land in the East ½ of the Southeast ¼ of Section 30, Township 40 North, Range 13, east of the Third Principal Meridian, bound and described as follows:

BEGINNING AT THE POINT OF INTERSECTION of the West line of North Narragansett Avenue, being a line 33.000 feet West of and parallel with the East line of the Southeast ¼ of said Section, with a line drawn 690.00 feet North of and parallel with the North line of West Fullerton Avenue according to Document 10441963; thence West along the last described parallel line, a distance of 650.00 feet; thence South 49 Degrees, 35 Minutes, 00 Seconds West along a line forming an angle of 40 Degrees, 25 Minutes, 00 Seconds with the prolongation of the last described line (as measured from West to South West), a distance of 139.00 feet; thence South 30 Degrees, 00 Minutes, 54 Seconds West, a distance of 77.731 feet to the Point Of Beginning of the herein described strip of land; thence continuing South 30 Degrees, 00 Minute, 54 Seconds West, a distance of 78.012 feet to a point, which is 837.00 feet (measured parallel with the aforesaid North line of West Fullerton Avenue) West of the aforesaid West line of North Narragansett Avenue and 465.00 feet (as measured parallel with the aforesaid West line of North Narragansett Avenue) North of the aforesaid North line of West Fullerton Avenue; thence South 00 Degree, 49 Minutes, 53 Seconds East along a line parallel with said West line of North Narragansett Avenue, a distance of 300.00 feet; thence West and parallel with said North line of West Fullerton Avenue, a distance of 16.50 feet; thence South 00 Degree, 49 Minutes, 53 Seconds East, a distance of 25.00 feet; thence West a distance of 16.50 feet; thence South 00 Degree, 49 Minutes, 53 Seconds East; a distance of 140.00 feet to said North Line of West Fullerton Avenue; thence East along said North Line, a distance of 73.004 feet to a line drawn 796.996 feet (measured parallel with the aforesaid North line of West Fullerton Avenue) West of and parallel with the West line of North Narragansett Avenue; thence North 00 Degree, 49 Minutes, 53 Seconds West along said parallel line, a distance of 532.557 feet to the hereinabove designated POINT OF BEGINNING, all in Cook County, Illinois.

PARCEL 5:

Easement for the benefit of parcel 1, as created by Declaration of Easement dated October 17, 1969 and recorded October 17, 1969 as Document 20988969 by the National Bank Of Austin, a national banking association, as trustee under Trust Agreement dated May 20, 1969 and known as Trust Number 4729 of a permanent and non-exclusive easement for a private street and legally described as that part of the East ½ of the Southeast ¼ of Section 30, Township 40 North, Range 13, East of the Third Principal Meridian, described as follows:

COMMENCING at the intersection of the east right of way of the Chicago, Milwaukee and St. Paul Railroad and the north line of West Fullerton Avenue (being 50.00 feet north of the south line of said southeast 1/4);

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thence east along said north line of West Fullerton Avenue, a distance of 50.00 feet; thence north parallel to the east right of way line of the Chicago, Milwaukee and St. Paul Railroad, a distance of 180.00 feet; thence west parallel to said north line of West Fullerton Avenue, a distance of 11.00 feet; thence north parallel to the east right of way line of the Chicago, Milwaukee and St. Paul Railroad, a distance of 1135.17 feet; thence west parallel to the said north line of West Fullerton Avenue, a distance of 39.00 feet to the east right of way line of Chicago, Milwaukee and St. Paul Railroad; thence south along said east line of said right of way of the Chicago, Milwaukee and St. Paul Railroad, a distance of 1315.17 feet, more or less to the place of beginning, in Cook County, Illinois, and as modified by instrument dated December 8, 1975 and recorded December 29, 1975 as Document 23337090 by the National Bank of Austin, a national banking association, as trustee under Trust number 4729 to include also a perpetual non-exclusive easement for ingress and egress over.

A strip of land, 39.00 feet in width in the east 1/2 of the southeast 1/4 of Section 30, Township 40 North, Range 3, east of the Third Principal Meridian, bounded and described as follows:

Beginning at a point on the east line of the Chicago, Milwaukee, St. Paul and Pacific Railroad right of way, being the west line of the east 1/2 of the southeast 1/4 of said Section, said point being 1445.178 feet (as measured along said west line) north of the north line of West Fullerton Avenue, as shown on Document 10441963; thence North 89 Degrees, 14 Minutes, 20 Seconds East along a line drawn perpendicular to said east right of way line, a distance of 39.00 feet; thence South 00 Degree, 45 Minutes, 40 Seconds East, a distance of 130.526 feet to the northerly terminus of an easement as described in Exhibit III, in Document 20988969; thence west along said northerly terminus, a distance of 39.00 feet to said east right of way line; thence North 00 Degree, 45 Minutes, 40 Seconds West along said east right of way line, a distance of 130.008 feet to the POINT OF BEGINNING, all in Cook County, Illinois.

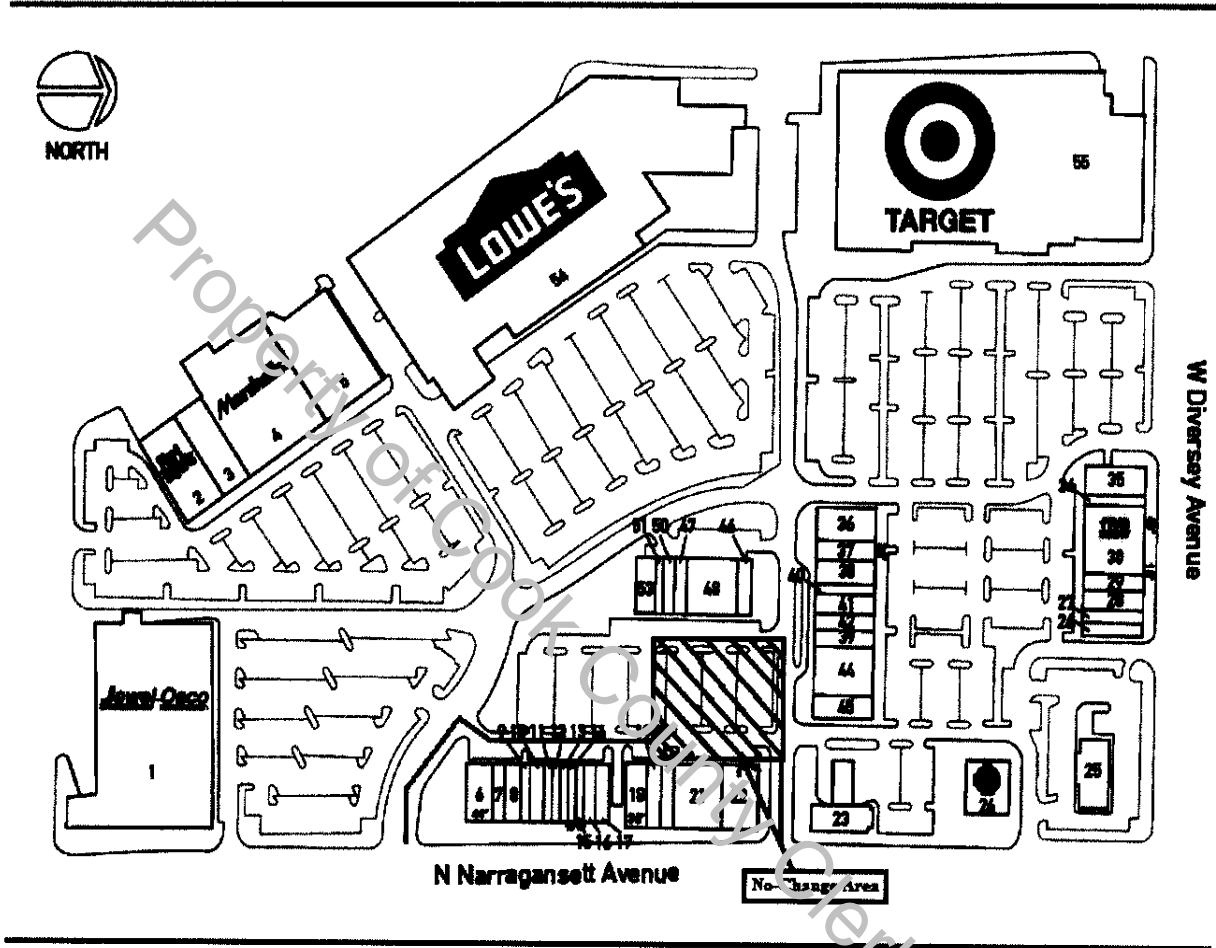
PARCEL 6:

Easements for the benefit of Parcel 1, as created by Operation and Easement Agreement between Target Corporation, Lowes Home Centers Inc. and W9 MLM Brickyard LLC recorded Marcy 5, 2004 as Document 0406539106 and rerecorded May 12, 2004 as Document 0413339084, as amended by documents recorded May 12, 2004 as Document 0413339085 and March 15, 2005 as Document 0507433051.

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EXHIBIT B

SITE PLAN SHOWING NO-CHANGE AREA



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