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PREPARED BY:

Glen R. Cornblath
Strategic Leasing Law Group LLP
120 South Riverside Plaza
Suite 2190
Chicago, IL 60606

REQUESTED BY AND
RETURN TO:

Glen R. Cornblath
Strategic Leasing Law Group LLP
120 South Riverside Plaza
Suite 2190
Chicago, IL 60606



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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 07/27/2016 09:49 AM Pg: 1 of

FOR REGISTRY USE ONLY

MEMORANDUM OF LEASE

Landlord: FREP FLOSSMOOR, LLC

Tenant: MARNAT, LLC

Property Address: 3301-3347 E. VOLLMER ROAD, FLOSSMOOR, IL

PINS: 31-11-402-021-0000
31-11-402-022-0000
31-11-402-023-0000

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PREPARED BY
AND WHEN RECORDED, MAIL TO:

Strategic Leasing Law Group, LLP
120 South Riverside Plaza
Suite 2190
Chicago, Illinois 60606
Attn: Glen R. Cornblath, Esq.

MEMORANDUM OF LEASE

This MEMORANDUM OF LEASE (this "Memorandum") is made and entered into as of July 15, 2016, by and between FREP FLOSSMOOR, LLC, a Delaware limited liability company located at 477 Elm Place, Highland Park, Illinois 60035 ("Landlord"), and MARNAT, LLC, an Illinois limited liability company, d/b/a LOU MALNATI'S PIZZERIA, located at 3685 Woodhead Drive, Northbrook, Illinois, 60022, Attention: President ("Tenant").

1. **Leased Premises**. Pursuant to that certain Store Lease dated as of July 15, 2016 (the "Lease") between Landlord and Tenant, Landlord leases to Tenant, and Tenant leases from Landlord, that certain premises and improvements (the "Leased Premises") known as 3315 E. Vollmer Road, Flossmoor, Illinois 60422, consisting of approximately 1,999 square feet of Rentable Area (as defined in the Lease). The Leased Premises are a part of the shopping center located at 3301-3347 E. Vollmer Road, and 19850-19875 Kedzie Avenue, Flossmoor, Illinois 60422 and commonly known as "Flossmoor Commons Shopping Center" (the "Shopping Center"). The Shopping Center is legally described in **Exhibit A** attached hereto and the Leased Premises are depicted on **Exhibit B** attached hereto.

2. **Term/Commencement Date**. The term of this Memorandum and the Lease shall commence in accordance with the terms of the Lease, and shall expire on the last day of the tenth (10th) Lease Year (as defined in the Lease), subject to Tenant's right to extend as provided in the following sentence. Tenant is granted two (2) options to extend the original term for additional periods of five (5) years each.

3. **Work Performed by Tenant**. No work performed by, for, or at the direction of, Tenant shall be deemed to be for the use and benefit of Landlord, so all persons performing such work are hereby on notice that no mechanics' or other lien shall be allowed against the estate of Landlord or its principals with reference to the providing of any goods or services with respect thereto.

4. **Interpretation**. Landlord and Tenant further acknowledge and affirm that this Memorandum is not a complete summary of the Lease and is entered into to provide notice to third parties of the existence of the Lease. Accordingly, Landlord and Tenant hereby agree that this Memorandum shall not be used in interpreting the Lease provisions and that, in the event of conflict between this Memorandum and the Lease, the Lease shall control.

5. **Exclusive Use**. Landlord represents and warrants to Tenant that no existing tenant or occupant of the Shopping Center or other party with rights to operate at the Shopping Center has the right to sell pizza, except as otherwise provided in the Lease. Landlord will not lease space or otherwise grant occupancy rights in the Shopping Center to any other person, business, or entity for the preparation or sale of pizza as its primary business, or whose trade name or legal name contains the word "pizza" or "pizzeria." Landlord represents and warrants to Tenant that Landlord's obligations and covenants in this **Section 5** do not violate and are not violated by any exclusive or use restriction or any other agreement, lease or document binding upon or affecting the Shopping Center or Landlord. Landlord shall not change or consent to change any existing tenant's or occupant's or other party's lease (or other agreement permitting occupancy in the Shopping Center) to permit the sale of pizza or to permit any existing tenant or occupant to use the word "pizza" or "pizzeria" as its trade name or legal name.

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6. **Night Time Parking**. Landlord shall reserve ten (10) parking spaces for the exclusive use by Tenant, its customers and delivery drivers after 5:00 PM, which exclusive parking spaces shall be located adjacent to the entry of the Leased Premises, in the location marked on **Exhibit B** attached hereto. Tenant shall have the right (but not the obligation) from time to time or all of the time to designate such spaces as fifteen-minute carryout parking spaces for Tenant's customers and Tenant's delivery drivers only and that any violators will be towed at the owner's expense. Tenant shall have the right to enforce Tenant's and its customers' exclusive rights to use such parking spaces. Such parking spaces may be designated by movable signs prepared by Tenant, at Tenant's sole cost and expense, and put in place by Tenant after 5:00 PM and only during Tenant's hours of operation.

[Signatures are on the following pages]

Property of Cook County Clerk's Office

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

LANDLORD:

FREP FLOSSMOOR, LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

STATE OF ILLINOIS)
) SS
COUNTY OF Lake)

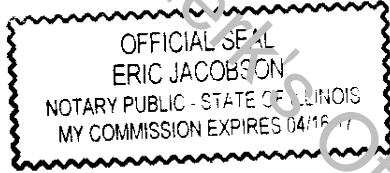
BE IT REMEMBERED, that on the 18th day of July, 2016, before me, a Notary Public in and for said County personally appeared Mitchell Kahn, the managing member of FREP FLOSSMOOR, LLC, an Illinois limited liability company, the LANDLORD in the foregoing Memorandum of Lease, who acknowledged that the signing thereof was the duly authorized act and deed of said company and his free and voluntary act and deed as said company for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written.

E. Jacobson

Notary Public

My Commission Expires: 4/16/17



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

TENANT:

MARNAT, LLC

By: *[Signature]*
Name: STUART COHEN
Title: VICE-CHAIRMAN

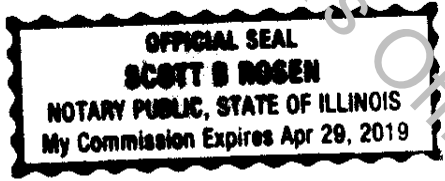
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

BE IT REMEMBERED, that on the 6th day of July, 2016, before me, a Notary Public in and for said County personally appeared STUART COHEN, the VICE-CHAIRMAN, of Marnat, LLC, an Illinois limited liability company, the TENANT in the foregoing Memorandum of Lease, who acknowledged that the signing thereof was the duly authorized act and deed of said corporation and his free and voluntary act and deed as said officer for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written.

[Signature: Scott B Rosen]
Notary Public

My Commission Expires: April 29, 2019



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EXHIBIT A To Memorandum of Lease

Legal Description

PARCEL 1:

LOTS 2 AND 3 (EXCEPT THAT PART OF LOT 3 FALLING WITHIN KEDZIE AVENUE) IN FLOSSMOOR COMMONS, BEING A SUBDIVISION OF THAT PART OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 (EXCEPT THE NORTH 60 ACRES) OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EAST LINE OF GOVERNOR'S HIGHWAY, AS RECORDED FEBRUARY 27, 1929 AS DOCUMENT 10294759 (EXCEPTING THEREFROM THE SOUTH 50.00 FEET TAKEN FOR VOLLMER ROAD, AS RECORDED JANUARY 18, 1935 AS DOCUMENT 11549019) ALL IN COOK COUNTY, ILLINOIS.

Commonly known as: 3235 Vollmer Road, Flossmoor, Illinois, 60422

P.I.N.S: 31-11-402-022-0000

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PARCEL 2:

LOT 1 (EXCEPTING THAT PART OF SAID LOT 1, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTHEASTERLY ALONG THE WESTERLY LINE OF SAID LOT 1, A DISTANCE OF 40.00 FEET; THENCE SOUTHEASTERLY TO A POINT ON THE SOUTH LINE OF SAID LOT 1, THAT IS 60.00 FEET EAST OF THE POINT OF BEGINNING; THENCE WEST ALONG THE SOUTH LINE TO THE PLACE OF BEGINNING, AS CONVEYED TO THE COUNTY OF COOK BY DEED RECORDED OCTOBER 17, 1994 AS DOCUMENT 94887991) IN FLOSSMOOR COMMONS, BEING A SUBDIVISION OF THAT PART OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 (EXCEPT THE NORTH 60 ACRES) OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EAST LINE OF GOVERNOR'S HIGHWAY, AS RECORDED FEBRUARY 27, 1929 AS DOCUMENT 10294759, (EXCEPTING THEREFROM THE SOUTH 50.00 FEET TAKEN FOR VOLLMER ROAD, AS RECORDED JANUARY 18, 1935 AS DOCUMENT 11549019), ALL IN COOK COUNTY, ILLINOIS

Commonly known as: 3307-3347 Vollmer Road, Flossmoor, Illinois, 60422

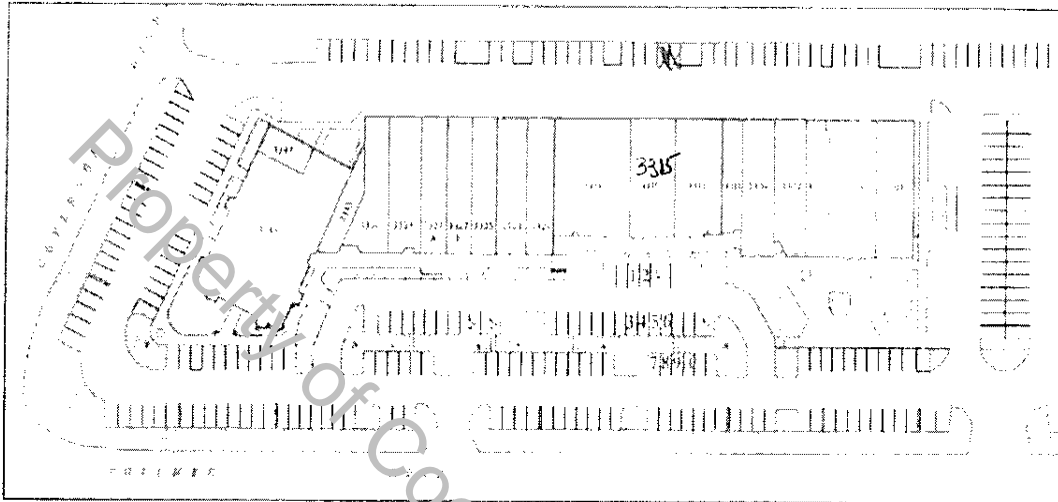
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EXHIBIT B To Memorandum of Lease

Depiction of Leased Premises



Leased Premises is Space #3315.

Tenant's reserved parking spaces (see Section 6) are marked 1-10.

Location of dumpsters, fry oil container and/or compactor marked "XX" (see Section 11.02(a) of the Lease).