

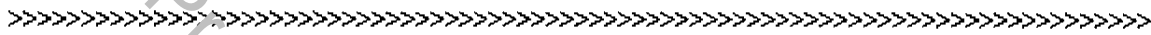
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Doc# 1725139150 Fee: \$90.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 09/08/2017 01:56 PM Pg: 1 of 7 as, Esq.

Dechert LLP
1095 Avenue of the Americas
New York, NY 10036

P. I. I.
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03-29-348-007-0000
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03-29-349-028-0000

RECORD and RETURN TO:
Francois Quintard-Morenas, Esq.
Dechert LLP
1095 Avenue of the Americas
New York, NY 10036



MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made and entered into as of this 22nd day of August, 2017, by and between HCP III ARLINGTON TS LLC, a Delaware limited liability company, with an address at 100 Constitution Plaza, 7th Floor, Hartford, CT 06103 (as successor in interest to WBCMT 2007-C33 Evergreen Avenue, LLC, an Illinois limited liability company) ("**Landlord**") and Paragon Arlington, LLC, a Florida limited liability company d/b/a Paragon Theaters, with an address at Corporate Pointe Ease, 1191 East Newport Center, Suite PH-H, Deerfield Beach, Florida 33442 ("**Tenant**").

1. **Lease.** The provisions set forth in a written lease between the parties hereto dated July 6, 2016 (the "**Lease**"), are hereby incorporated by reference into this Memorandum of Lease.
2. **Demised Premises.** The Demised Premises which is the subject of the Lease is more particularly described as follows: 23,092 square feet of rentable area as reflected on the site plan attached hereto as Exhibit A. The Demised Premises forms a part of the larger property owned by Landlord which is described on Exhibit B attached hereto.
3. **Term.** The initial Term of the Lease is 15 years expiring on December 31, 2031. Tenant has the right to extend the term of the Lease by two extension periods of 5 years each as prescribed in the Lease.
4. **Duplicate Copies** of the originals of the Lease are in the possession of the Landlord and Tenant and reference should be made thereto for a more detailed description thereof and for resolution of any questions pertaining thereto.
5. **Purpose.** It is expressly understood and agreed by all parties that the sole purpose of this Memorandum of Lease is to give record notice of the Lease; it being distinctly understood and agreed that said Lease constitutes the entire lease and agreement between Landlord and Tenant with respect to the Demised Premises and is hereby incorporated by reference. The Lease contains and sets forth additional rights, terms, conditions, duties, and obligations not enumerated within this instrument which govern the Lease. This Memorandum of Lease is for information purposes only and nothing contained herein may be deemed in any way to modify or vary any of the terms or conditions of the Lease. In the event of any inconsistency between the terms of the Lease and this instrument, the terms of the Lease shall control. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors, and assigns.

Nothing in this Memorandum of Lease shall be deemed to modify, amend, alter, limit or otherwise change any of the provisions of the Lease, and reference is hereby made to the Lease for all of its terms, covenants and conditions, all of which are hereby incorporated herein by reference.

The terms not defined in this Memorandum of Lease shall have the same meanings ascribed to them in the Lease.

THE REST OF THIS PAGE IS LEFT INTENTIONALLY BLANK.
SIGNATURE PAGE TO FOLLOW

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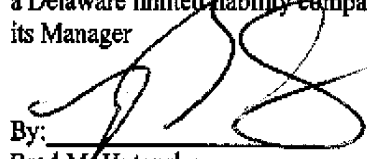
This Memorandum of Lease may be executed in any number of counterparts, each of which, when executed and delivered shall be deemed an original, but such counterparts shall together constitute one and the same instrument.

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

LANDLORD

HCP III ARLINGTON TS LLC,
a Delaware limited liability company

By: Hutensky Capital Partners III GP, LLC,
a Delaware limited liability company,
its Manager



By: _____
Brad M. Hutensky
Its Fund Manager, and not individually

TENANT

PARAGON ARLINGTON, LLC, a Florida limited liability
company

By: _____
Name: _____
Title: _____

Property of Cook County Clerk's Office

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By: Hutensky Capital Partners III GP, LLC,
a Delaware limited liability company,
its Manager

By: _____
Brad M. Hutensky
Its Fund Manager, and not individually

TENANT

PARAGON ARLINGTON, LLC, a Florida limited liability
company

By: 
Name: Michael F. Whalen, JR.
Title: Manager and Chief Executive Officer

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STATE OF Connecticut
CITY/COUNTY OF Hartford

ss.

On August 21, 2017, before me Lawrence Merlin, ^{Commissioner of the Superior Court} a Notary Public in and for said jurisdiction aforesaid, personally appeared Brad M. Hutensky, as Fund Manager of Hutensky Capital Partners III GP, LLC, a Delaware limited liability company, the manager of HCP III ARLINGTON TS LLC, a Delaware limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

[Signature]

Notary Public
My Commission expires: _____
[Notarial Seal]

LAWRENCE E. MERLIN
COMMISSIONER OF THE SUPERIOR COURT

STATE OF _____
CITY/COUNTY OF _____

ss.

On _____, 2017, before me _____, a Notary Public in and for said jurisdiction aforesaid, personally appeared _____, as _____ of PARAGON ARLINGTON, LLC, a Florida limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Notary Public
My Commission expires: _____
[Notarial Seal]

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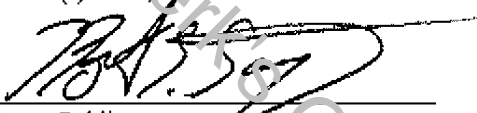
STATE OF _____)
CITY/COUNTY OF _____) ss.

On _____, 2017, before me _____, a Notary Public in and for said jurisdiction aforesaid, personally appeared Brad M. Hutensky, as Fund Manager of Hutensky Capital Partners III GP, LLC, a Delaware limited liability company, the manager of HCP III ARLINGTON TS LLC, a Delaware limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

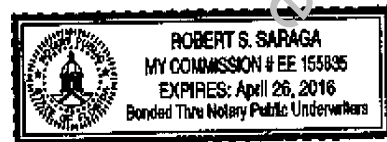
Notary Public
My Commission expires: _____
[Notarial Seal]

STATE OF FLORIDA)
CITY/COUNTY OF PALM BEACH) ss.

On August 19, 2017, before me Robert S. Saraga, a Notary Public in and for said jurisdiction aforesaid, personally appeared Michael F. Whalen, JR., as Manager and Chief Executive Officer of PARAGON ARLINGTON, LLC, a Florida limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



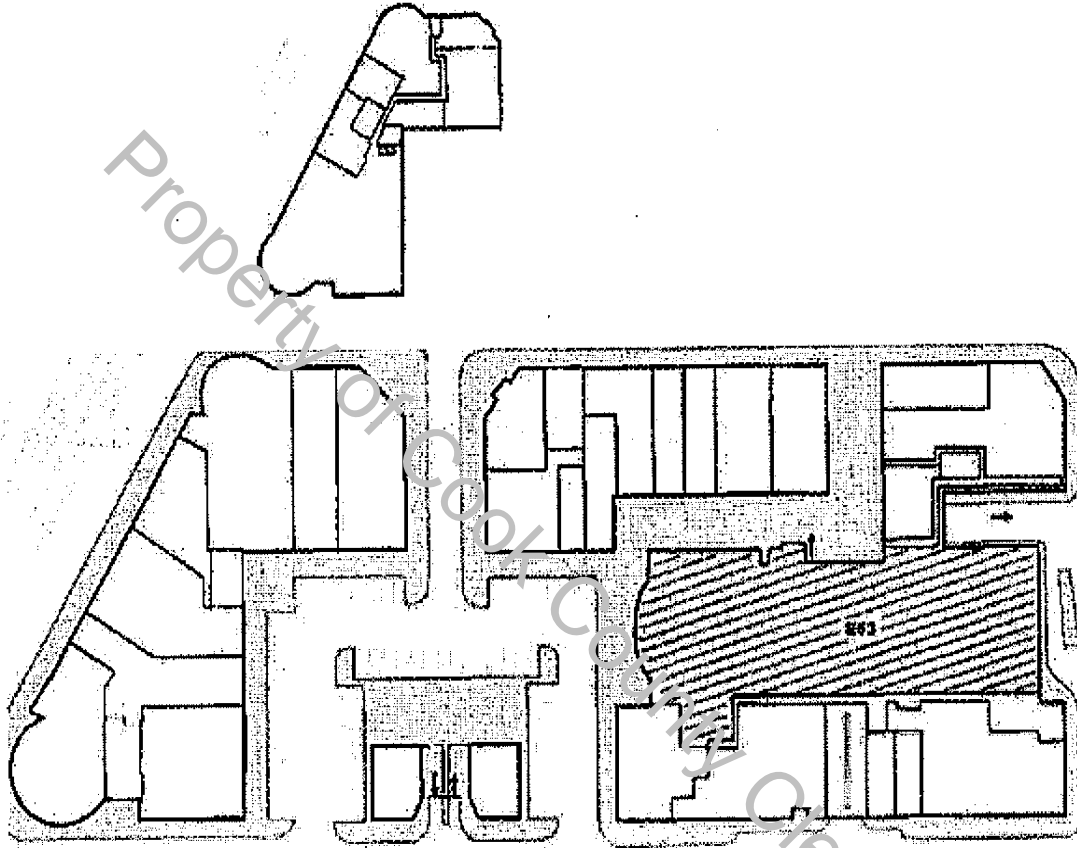
Notary Public
My Commission expires: _____
[Notarial Seal]



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EXHIBIT A

Site Plan Showing Location of Demised Premises



NOTE: The Site Plan shall not be deemed to be considered a representation and/or warranty of any kind as to the current or future tenant or occupant mix with respect to the Shopping Center.

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EXHIBIT B

Legal Description of the Land of which the Demised Premises are a part

PARCEL 1:

LOTS 3, 4, AND 6 IN THE ARLINGTON TOWN SQUARE SUBDIVISION, BEING A SUBDIVISION IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 5 IN BLOCK 27, LOT 8 IN BLOCK 30 AND THAT PART OF VACATED ROBINSON STREET LYING SOUTH OF AND ADJOINING SAID LOT 5 AND NORTH OF AND ADJOINING SAID LOT 8, IN THE TOWN OF DUNTON, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE EASEMENT AND OPERATING AGREEMENT RECORDED AS DOCUMENT 99608934, FOR INGRESS AND EGRESS, STRUCTURAL SUPPORT, USE OF FACILITIES, COMMON WALLS, CEILINGS AND FLOORS, UTILITIES, FUTURE FACILITIES, MECHANICAL ROOM, ELEVATOR, USE OF PART OF THE CONDOMINIUM IMPROVEMENTS ROOF, MAINTENANCE OF COMMERCIAL OWNED FACILITIES, SIGNS AND CANOPIES ENCROACHMENTS, MECHANICAL AND EQUIPMENT ROOMS, STORAGE ROOM, DELIVERIES, DUCTS AND VENTS, ELEVATORS AND STAIRWAYS, REFUSE AND EMERGENCY ACCESS, CEILING VAULT AND ACCESS TO SAID VAULT AND CONTROL PANELS OVER AND UPON THE PUBLIC PARKING GARAGE PARCEL AND THE CONDOMINIUM PARCELS LOCATED ON LOTS 1, 2, 5, 7 AND 8 IN AFORESAID SUBDIVISION.