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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 10/16/2017 03:24 PM PG: 1 OF 9

Prepared by and when recorded return to:

MGR

Fidelity National Title - NCS DIV

Attn.: Kelli Vos

One East Washington Street Suite 450

Phoenix, AZ. 85004

602-343-7571

5252-1700348

Escrow No. : Z1723931-KJV Z1723919-KJV (Master)

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

DOCUMENT TO RECORD:

MEMORANDUM OF LEASE

Cook County Clerk's Office

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(Space Above Reserved for Recording Information)

THIS INSTRUMENT PREPARED BY (AND WHEN RECORDED RETURN TO):

Monroe Moxness Berg PA
 7760 France Avenue South, Suite 700
 Minneapolis, MN 55435-5844

MEMORANDUM OF LEASE

This MEMORANDUM OF LEASE (“Memorandum”) is made and entered into as of the 25th day of September, 2017 (the “Effective Date”), by and between: **South Stony Island, LLC**, an Illinois limited liability company (“Landlord”); and **FQSR, LLC**, a Delaware limited liability company (“Tenant”).

WITNESSETH:

WHEREAS, Landlord is the fee owner of that certain real property commonly known as 7445 S. Stony Island Avenue, City of Chicago, County of Cook, State of Illinois, and legally described on **Exhibit A** attached hereto; and Landlord is the tenant under that certain Lease which is the subject of the certain Memorandum of Amendment of Lease recorded October 7, 2004 as document 0428118104 for the Subleased portion of the Premises as legally described on the **Exhibit A** attached hereto, as such Lease may have been subsequently amended (“**Subleased Portion of Premises**”).

WHEREAS, Landlord and Tenant are parties to that certain Lease and Sublease Agreement dated September 25, 2017, (the “Lease”);

WHEREAS, Landlord has consented to this Memorandum and the terms, conditions and provisions set forth herein; and

WHEREAS, Landlord and Tenant desire to memorialize the Lease and to set forth certain information with respect thereto.

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NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants set forth in the Lease, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby acknowledge and agree:

1. **Incorporation.** The covenants, terms and conditions of the Lease are fully incorporated herein by reference, as if fully set forth in this Memorandum. Capitalized terms used in this Memorandum but not defined herein shall have their definitions as set forth in the Lease.
2. **Demise.** The Premises have been and are hereby demised, let and leased by Landlord to Tenant, and taken and accepted by Tenant from Landlord, all pursuant to and in accordance with the terms and conditions of the Lease.
3. **Term; Renewal Options.** The current term of the Lease, commenced on September 25, 2017, and is set to expire on September 30, 2027. Following expiration of the current term of the Lease, the Tenant has three (3) remaining five (5) year options to further extend the term of the Lease, subject to the terms and conditions of the Lease.
4. **Amendment.** The agreements contained in this Memorandum constitute the entire understanding between the parties with respect to the subject matter hereof. This Memorandum may be amended, supplemented or otherwise modified only by a written instrument duly executed by Landlord and Tenant.
5. **Governing Law.** This Memorandum shall be construed and enforced in accordance with the laws of the state in which the real property subject to the Lease is located, and shall be binding upon and shall inure to the benefit of the respective successors and assigns of Landlord and Tenant.
6. **Successors and Assigns.** This Memorandum shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.
7. **Counterparts.** This Memorandum may be executed in two or more counterparts, each of which shall constitute an original, but when taken together shall constitute but one instrument. Delivery of an executed counterpart of this Memorandum by facsimile or email of a PDF file shall be equally as effective as delivery of an original executed counterpart.
8. **Effect of Memorandum.** The provisions of this Memorandum constitute only a general description of the Lease with respect to the matters set forth herein. Accordingly, third parties are advised that the provisions of the Lease itself shall be controlling with respect to all matters set forth herein. In the event of any discrepancy between the provisions of the Lease and this Memorandum, the provisions of the Lease shall take precedence and prevail over the provisions of this Memorandum.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the Effective Date first set forth above.

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[Signature Pages Follow]

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RECORDER OF DEEDS**

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ASSIGNEE / TENANT:

FQSR, LLC, a Delaware limited liability company

By: 

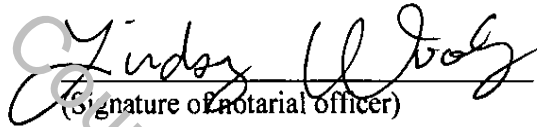
Name: Barry W. Dubin

Its: Chief Development Officer

STATE OF KANSAS
COUNTY OF JOHNSON ss.

This instrument was acknowledged before me on the 20 day of September, 2017, by Barry W. Dubin, Chief Development Officer of FQSR, LLC, a Delaware limited liability company.

(Seal, if any)


(Signature of Notarial Officer)

Business Development Admin
Title (and Rank)
(My commission expires: 5-23-2021)



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LANDLORD:

SOUTH STONY ISLAND, LLC, an Illinois limited liability company

By: [Signature]

Name: Michael Aminpour

Its: Member

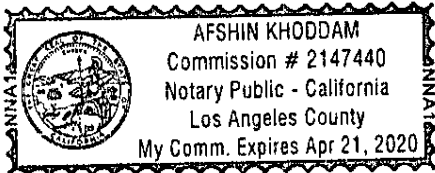
STATE OF California
COUNTY OF Los Angeles

This instrument was acknowledged before me on the 22 day of September, 2017, by Michael Aminpour, as a Member of South Stony Island, LLC, an Illinois limited liability company.

(Seal, if any)

[Signature]
(Signature of notarial officer)

Notary Public
Title (and Rank)
(My commission expires: 4/21/2020)



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EXHIBIT A

Legal Description of Premises

Leased Premises

Lots 20, 21 and 22 in Pearce's Third Addition to Chicago, a Subdivision of Block 15 of Conrad Seipp's Subdivision of West ½ of the Northwest ¼ of Section 25, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 20-25-132-037-0000

Address: 7445 S. Stony Island Avenue, Chicago, Illinois.

Subleased portion of the Premises

Lots 23, 24, 25 and 26 in Pearce's Third Addition to Chicago, a Subdivision of Block 15 of Conrad Seipp's Subdivision of West ½ of the Northwest ¼ of Section 25, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PINS: 20-25-132-035-0000; 20-25-132-005-0000

Address: 7459 S. Stony Island Avenue, Chicago, Illinois.

4822-8448-5453, v. 4