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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 10/16/2017 03:37 PM PG: 1 OF 16

**Prepared by and when recorded return to:**

**Fidelity National Title - NCS DIV**

**Attn.: Kelli Vos**

**One East Washington Street Suite 450**

**Phoenix, AZ. 85004**

**602-343-7571**

**5252-1700366**

**Escrow No. : Z1723949-KJV Z1723919-KJV (Master)**

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

**DOCUMENT TO RECORD:**

**MEMORANDUM OF LEASE**

**MGR**

*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: **Chicago Title Land Trust Company**, an Illinois corporation, as Successor in Trust to **Pioneer Trust and Savings Bank**, an Illinois corporation, as Trustee under the provisions of a trust agreement dated **August 30, 1966**, known as **Trust Number 15665** ("Landlord"); **Eddie's Restaurant Company**, an Illinois corporation ("Assignor"); and **FQSR, LLC**, a Delaware limited liability company ("Assignee" or "Tenant").

WITNESSETH:

**WHEREAS**, Landlord is the fee owner of that certain real property commonly known as 2807 W. Irving Park Road, City of Chicago, County of Cook, State of Illinois, and legally described on **Exhibit A** attached hereto (the "**Premises**"); and

**WHEREAS**, Landlord and Assignor are parties to that certain Lease Agreement dated January 22, 1982, as the same has been amended and/or assigned and as described on **Exhibit B** attached hereto (the "**Lease**"), as evidenced by that Memorandum of Lease recorded April 12, 1982 as Instrument No. 26197982, that Assignment and Assumption of Lease recorded April 4, 2012 as Instrument No. 1209516049, and that Assignment and Assumption of Lease dated effective as of January 23, 2017, a true, correct, and complete copy of which is attached hereto as **Exhibit C**;

**WHEREAS**, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated June 30, 2017 (the "**Purchase Agreement**"), pursuant to which, as of the Effective Date, Assignor has agreed to assign to Assignee, and Assignee has agreed to assume from Assignor, all

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of Assignor's interest in, to and under the Lease, together with Assignor's right, title and interest in, to and under the Premises and the improvements thereon;

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

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

**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, Assignor and Assignee hereby acknowledge and agree:

1. **Assignment.** Assignor hereby grants, assigns, transfers and conveys to Assignee, its successors and assigns, all of Assignor's rights, title, and interest in, to and under the Lease and the Premises as of the Effective Date for the balance of the remaining term (including any extensions and renewals thereof), including, without limitation, all rights related to options to purchase and options to terminate, if any, and Assignor's interests in all buildings and improvements presently located on the Premises and any easements, appurtenances and nondisturbance rights in favor of or benefiting the Premises.
2. **Assumption.** Subject to the terms of this Memorandum, Assignee hereby assumes Assignor's rights, title, and interest in, to and under the Lease and shall pay, perform and discharge all obligations, liabilities and covenants arising under the Lease after the Effective Date.
3. **Landlord Consent and Release of Assignor.** Landlord hereby consents to the foregoing assignment and assumption, and to all prior assignments, and agrees that Assignee shall be responsible under the Lease only for the obligations, liabilities, terms, covenants or conditions under the Lease arising or accruing after the Effective Date. From and after the Closing, Assignee shall be deemed to be the "Tenant" under the Lease. Effective as of the Closing, Landlord releases and forever discharges Assignor from all further claims, obligations and liabilities of any kind arising under the Lease accruing after the Closing; provided, however, that nothing in this Assignment shall be deemed to waive or release Assignor from any obligation or liability accruing under the Lease prior to the Closing.
4. **Purchase Agreement.** This Memorandum is intended to affect the transfer of certain property transferred pursuant to the Purchase Agreement and the rights and obligations of the Assignor and Assignee relative thereto shall be governed entirely in accordance with the terms and conditions of the Purchase Agreement. The parties hereto agree and acknowledge that, except for the assignment and assumption of Assignor's rights, title and interest in, to and under the Lease as provided herein, the Purchase Agreement does not affect any of the obligations, liabilities, terms covenants or conditions under the Lease.
5. **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

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this Memorandum but not defined herein shall have their definitions as set forth in the Lease.

6. **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.
7. **Term; Renewal Options**. The current term of the Lease, as the same may have been previously renewed and/or extended, commenced on June 30, 2007 is set to expire on June 30, 2022.
8. **Rights of First Refusal, First Offer or First Notice**. Pursuant to the terms of the Lease, Landlord has granted to Assignee the right, at Assignee's option, to purchase the Premises.
9. **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 Assignee.
10. **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 Assignor and Assignee.
11. **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.
12. **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.
13. **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.

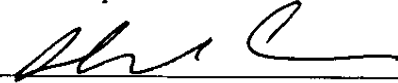
*[Signature Pages Follow]*

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

**ASSIGNOR:**

EDDIES RESTAURANT COMPANY  
An Illinois corporation

By: 


Name: Ahmad G Soltan Abadi

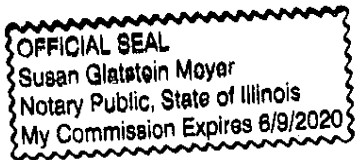
Its: President

STATE OF Illinois )  
 ) ss.  
COUNTY OF Cook )

This instrument was acknowledged before me on the 25th day of September, 2017, by Ahmad G Soltan Abadi, as President of Eddies Restaurant Company, an Illinois corporation.

(Seal, if any)

  
(Signature of notarial officer)



\_\_\_\_\_  
Title (and Rank)  
(My commission expires 8/9/2020 )

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**ASSIGNEE / TENANT:**

FQSR, LLC, a Delaware  
limited liability company

By: 

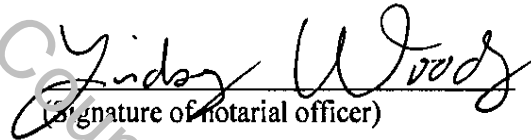
Name: Barry W. Dubin

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: 5-22-2021)



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## LANDLORD:

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

CHICAGO TITLE LAND TRUST COMPANY, an Illinois corporation, as Successor in Trust to Pioneer Trust and Savings Bank, an Illinois corporation, as Trustee under the provisions of a trust agreement dated August 30, 1966 and known as Trust No. 15665

By: Natalie Foster

Name: NATALIE FOSTER (P)

Its: ASST. VICE PRESIDENT



STATE OF Illinois )  
 ) ss.  
COUNTY OF COOK )

This instrument was acknowledged before me on the 12th day of September, 2017, by NATALIE FOSTER, as ASST. VICE PRESIDENT of CHICAGO TITLE LAND TRUST COMPANY, an Illinois corporation, as Successor in Trust to Pioneer Trust and Savings Bank, an Illinois corporation, as Trustee under the provisions of a trust agreement dated August 30, 1966 and known as Trust No. 15665.

(Seal, if any)

Grace Marin  
(Signature of notarial officer)



Title (and Rank) \_\_\_\_\_  
(My commission expires: 7-01-2021)

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## EXHIBIT A

### Legal Description of Premises

THE NORTH 175.0 FEET OF THE EAST HALF OF LOT 1 (EXCEPTING THAT PART TAKEN FOR THE IRVING PARK BOULEVARD AND ALSO THAT PART TAKEN FOR THE CALIFORNIA AVENUE) IN COUNTY CLERK'S DIVISION OF THE EAST 60 ACRES OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

13-24-107-003-0000

2807 W. Irving Park Rd

Chicago, IL

Property of Cook County Clerk's Office



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## EXHIBIT B

### Lease Agreement

1. Land Lease Agreement dated January 22, 1982, by and between Dorothy Hlavaty and KFC National Management Company.
2. Letter Agreement dated July 9, 2008, by and between Carol Hlavaty Gentile and Joanne Bychowsky and KFC Corporation, successor-by-merger to KFC National Management Company.
3. Assignment and Assumption of Lease dated March 20, 2012, by and between KFC Corporation and Apex Brands Chicago, LLC.
4. Assignment and Assumption of Lease dated effective as of January 23, 2017, by and between Ampex Brands Chicago, LLC f/k/a Apex Brands Chicago, LLC and Eddies Restaurant Company.

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## EXHIBIT C

Assignment and Assumption of Lease dated effective as of January 23, 2017

[ATTACHED]

COOK COUNTY  
RECORDER OF DEEDS

COOK COUNTY  
RECORDER OF DEEDS

COOK COUNTY  
RECORDER OF DEEDS

Property of Cook County Clerk's Office

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This instrument prepared by:  
 Omar Misleh  
 Ampex Brands Chicago, LLC.  
 17774 Preston Road  
 Dallas, Texas 75252

Omar Misleh  
 Ampex Brands Chicago, LLC.  
 17774 Preston Road  
 Dallas, Texas 75252

Order No.:

Escrow No.:

APN: 13-24-107-005-0000

SPACE ABOVE THIS LINE FOR RECORDER'S USE

THE UNDERSIGNED GRANITOR(S) DECLARE(S):  
 THIS CONVEYANCE IS EXEMPT FROM THE  
 ILLINOIS REAL PROPERTY TRANSFER TAX ACT  
 PURSUANT TO EXEMPTION 35 ICS 200.51-45(e)

Re: Store #Y200122 – 2807 W. Irving Park Rd, Chicago, IL

#### ASSIGNMENT & ASSUMPTION OF LEASE

THIS ASSIGNMENT & ASSUMPTION OF LEASE (this "*Assignment*"), dated as of February 8, 2017 but retroactively effective as of January 23, 2017, is made by and among Ampex Brands Chicago, LLC., a Delaware limited liability company ("*Assignor*"), and Eddie's Restaurant Company, an Illinois corporation ("*Assignee*").

#### RECITALS

A. Assignor is the holder of the tenant's interest in those Lease Agreement listed in Schedule 1 to this Assignment (the "*Leases*"), pursuant to which Assignee has leased certain real property and improvements as more particularly described therein (the "*Premises*").

B. Pursuant to the terms and conditions of the Asset Sale Agreement, dated as of October 20, 2016, (the "*Purchase Agreement*"), Assignor agrees to assign to Assignee all of the Assignor's right, title, and interest in and to the Leases, and Assignee agrees to accept such assignment and assume all obligations associated therewith.

#### AGREEMENT

NOW, THEREFORE, for and in consideration of the rights and interests described in the Leases and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Assignment. Subject to Section 4 below, effective as of the Closing Date (as defined in the Purchase Agreement) (the "*Effective Date*"), Assignor hereby assigns to Assignee

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all of Assignor's right, title, and interest to, in and under each of the Leases and to the premises, property, land, or facilities in which an interest is conveyed thereby for and during the remainder of the existing term of such Leases.

2. Assumption. By execution hereof, Assignee hereby accepts such assignment, assumes the Leases and all of the obligations and duties of Assignor incurred under the Leases arising from and after the Effective Date, and agrees to perform and observe all of the covenants, terms, promises, agreements and conditions therein contained on Assignor's part to be performed and observed for the full term thereof, from and after the Effective Date.

3. Covenants of Assignee. Assignee covenants and agrees that until Assignor is fully and finally released from all obligations under the Lease:

A. Assignee shall not assign, sublease or otherwise transfer any of its right, title or interest in the Lease to any other person or entity without Assignor's prior written consent, which consent may be withheld in Assignor's sole discretion.

B. Assignee shall not amend, extend or otherwise modify any term or condition of the Lease, without the prior written consent of Assignor, which consent may not be unreasonably withheld. This covenant shall not apply: (i) in the event Assignor is released by Landlord from further liability under the Lease following the assignment; and/or (ii) to any amendment, extension or modification of the Lease wherein Assignor is removed by Landlord as a responsible party for any duties, covenants and obligations arising after the date of such amendment, extension or modification.

C. Notwithstanding any provision in the Lease to the contrary, Assignee shall use the Premises solely as permitted under the applicable Franchise Agreement(s) (as defined in the Asset Purchase Agreement).

4. Consent to Assignment. To the extent that any landlord's consent is required to assign any Lease pursuant to this Assignment, then this Assignment will be effective as to such Lease on the date upon which such landlord's consent is granted unless such consent requirement is waived by Assignee.

5. Notices. All notices or other communications required or permitted hereunder shall be made in accordance with the terms of the Purchase Agreement.

6. Miscellaneous.

6.1 Terms of the Purchase Agreement. The terms of the Purchase Agreement (including the definition and usage provisions where capitalized terms are used but not defined herein) are incorporated herein by this reference, and will not be superseded by this Assignment, but will remain in full force and effect to the full extent provided therein. If there is any inconsistency between the Purchase Agreement and this Assignment, the Purchase Agreement will control.

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6.2 Entire Agreement. This Assignment, together with the Purchase Agreement, contains all of the agreements of the parties hereto with respect to the matters contained herein, and no prior agreement, arrangement or understanding pertaining to any such matters shall be effective for any purpose. Except for any subsequent amendments or modifications to the Leases made in accordance with the terms thereof, any agreement made after the date of this Assignment is ineffective to modify or amend the terms of this Assignment, in whole or in part, unless that agreement is in writing, is signed by the parties to this Assignment, and specifically states that that agreement modifies this Assignment.

6.3 Governing Law. This Assignment will be governed by and construed and enforced in accordance with the laws of the State of Illinois without regard to principles of conflict of law. Any dispute arising under or in connection with this Assignment will be resolved in any state or federal courts located in the County of Cook, State of Illinois, and the parties hereby submit to the exclusive jurisdiction of such courts in respect of any such proceeding. THE PARTIES HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

6.4 Counterparts. This Assignment may be executed and delivered (including by facsimile or other electronic transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed will be deemed to be an original, but all of which taken together will constitute one and the same agreement.

6.5 Successors and Assigns; Third Party Beneficiaries. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors in interest and assigns. Nothing contained in this Assignment shall be deemed to confer upon any person, other than the parties hereto and their respective successors and permitted assigns, any rights, remedies, claims, causes of action or obligations under, or by reason of this Assignment.


[Signature Page Follows]

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IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first set forth above.

**ASSIGNOR:**

**AMPEX BRANDS CHICAGO, LLC**

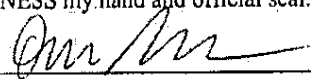
By:   
Name: Tabbassum Mumtaz  
Title: CEO

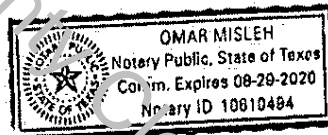
Property of County Clerk's Office

State of Texas                    )  
  ) SS  
County of Dallas                )

On February 8, 2017, before me, the undersigned notary public, personally appeared, Tabbassum Mumtaz, President of Ampex Brands Chicago, LLC, a Delaware limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

 Seal



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IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first set forth above.

**ASSIGNEE:**

**EDDIES RESTAURANT COMPANY**

By: [Signature]  
Name: Ahmad Abadi  
Title: President

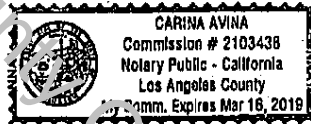
State of California )  
County of Los Angeles ) SS

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On February 9, 2017, before me the undersigned notary public, personally appeared, Ahmad Abadi, President of Eddies Restaurant Company, an Illinois corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Carina Avina Seal



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## Schedule 1

Lease dated August 7, 1981 (the "Lease"), as may be amended, Carol Hlavaty Gentile and Joanne Bychowsky, or their predecessor in interest ("Landlord") leased to Ampex Brands Chicago, LLC, a Delaware limited liability company, successor in interest to KFC Corporation, successor by merger to KFC of America, Inc., a California corporation, certain real property together with any leasehold improvements and fixtures located thereon generally known as KFC Store # V200122, located at 2807 W. Irving Park Rd, Chicago, IL and more particularly described in the Lease and as follows (the "Premises"):

The North 175.0 feet of the East half of Lot 1 (excepting that part taken for the opening of California Avenue, and also that part taken for the opening of Irving Park Road) in County Clerks Division of the East half of the Northwest quarter of Section 24, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.