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ATTN: CARRIE PETERSON
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PHOENIX, AZ 85004



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EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 03/07/2019 02:27 PM PG: 1 OF 7

Escrow No.: Z1928884

SPACE ABOVE THIS LINE FOR RECORDER'S USE

*(CCTI, CCAF 19004241)
4274, CSTRABU)*

MEMORANDUM OF LEASE

Property of Cook County Clerk's Office

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PREPARED BY:

Kutak Rock LLP
1801 California Street, Suite 3000
Denver, CO 80202
Attention: Lauren E. Hirt, Esq.

TO BE RETURNED TO:

Fidelity National Title Insurance company
1 E. Washington Street, Suite 450
Phoenix, AZ 85004
Attention: Michelle Furton

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "Memorandum") is executed on February 2, 2019 and made effective as of February 22, 2019, by and between **STORE MASTER FUNDING XII, LLC**, a Delaware limited liability company ("Lessor"), whose address is 8377 E. Hartford Drive, Suite 100, Scottsdale, Arizona 85255, and **PF AVONDALE, LLC**, an Illinois limited liability company ("Lessee"), whose address is 1022 East Lancaster Avenue, Bryn Mawr, PA 19010.

Recitals

Lessor and Lessee entered into that certain Amended and Restated Master Lease Agreement (the "Lease") of even date herewith (the "Effective Date"), the terms, provisions and conditions of which are incorporated herein by this reference to the same extent as if recited in their entirety herein, whereby Lessor has leased to Lessee, and Lessee has rented and leased from Lessor, on and subject to the terms, provisions and conditions of the Lease, certain parcels of real property, including, without limitation, that certain real property, together with all buildings, structures, fixtures and improvements now or hereafter located thereon, more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Property"). Unless otherwise expressly provided herein, all defined terms used in this Memorandum shall have the same meanings as are ascribed to such terms in the Lease.

NOW, THEREFORE, Lessor and Lessee hereby make specific reference to the following terms, provisions and conditions of the Lease:

1. The term of the Lease commences as of the Effective Date and expires on February 28, 2034, unless extended as provided below or terminated sooner as provided in the Lease.

2. Provided no Event of Default (as defined in the Lease) has occurred and is continuing under the terms of the Lease, Lessee has a right to extend the term of the Lease for up to four (4) additional successive periods of five (5) years each, by written notice to Lessor as provided in the Lease.

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3. EXCEPT AS OTHERWISE SET FORTH IN THE LEASE, NOTICE IS HEREBY GIVEN THAT LESSEE IS NOT AUTHORIZED TO PLACE OR ALLOW TO BE PLACED ANY LIEN, MORTGAGE, DEED OF TRUST OR ENCUMBRANCE OF ANY KIND UPON ALL OR ANY PART OF THE PROPERTY OR LESSEE'S LEASEHOLD INTEREST THEREIN AND ANY SUCH PURPORTED TRANSACTION WHICH IS NOT APPROVED BY LESSOR SHALL BE VOID. FURTHERMORE, ANY SUCH PURPORTED TRANSACTION SHALL BE DEEMED A TORTIOUS INTERFERENCE WITH LESSOR'S RELATIONSHIP WITH LESSEE AND LESSOR'S OWNERSHIP OF THE PROPERTY.

4. Except as otherwise set forth in the Lease, Lessee may not assign its interest in the Lease in any manner whatsoever without the prior written consent of Lessor. ANY SUCH PURPORTED TRANSACTION WHICH IS NOT APPROVED BY LESSOR SHALL BE VOIDABLE AT THE SOLE OPTION OF LESSOR.

5. Except with respect to Lessee's Personalty (as defined in the Lease), any addition to or alteration of the Property shall automatically be deemed part of the Property and belong to Lessor.

6. Unless the landlord, mortgagee or trustee under any ground lease, mortgage or trust deed, as applicable, now or hereafter placed on the Property by Lessor elects otherwise by notice given to Lessee, the Lease at all times shall automatically be subordinate to any and all ground leases and the liens of any and all mortgages and trust deeds now or hereafter placed on the Property by Lessor, subject, however, to Lessee's rights regarding non-disturbance as set out in the Lease.

7. The Lease is a "true lease"; the only relationship created thereby is that of landlord and tenant. Lessee is not an agent, legal representative, partner, subsidiary, or employee of Lessor. Lessor is not responsible for any of the debts, obligations or losses of Lessee.

8. Original copies of the Lease are in the possession of Lessor and Lessee. The Lease contains other terms not herein set forth but which are incorporated by reference herein for all purposes, and this Memorandum is executed for the purpose of placing parties dealing with the Property on notice of the existence of the Lease and, where appropriate, its contents, and shall ratify and confirm all other terms of the Lease as fully as if the same had been set forth herein. Additional information concerning the terms of the Lease can be obtained by persons with a legitimate interest therein from Lessor or Lessee at the addresses set forth above.

9. This Memorandum is intended for recording purposes only, and does not modify, supersede, diminish, add to or change all or any of the terms of the Lease in any respect. To the extent that the terms hereof are inconsistent with the terms of the Lease, the terms of the Lease shall control.

10. Lessee agrees that, subject to the terms of the Lease, Lessor shall have a landlord's lien, in, on and against all Personalty (as defined in the Lease) of Lessee from time to time situated on the Property, which lien and security interest shall secure the payment of all

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rental and other charges payable by Lessee to Lessor under the terms of the Lease and all other obligations of Lessee to Lessor under the Lease.

11. This Memorandum may be executed in one or more counterparts, each of which shall be deemed an original.

[Remainder of page intentionally left blank; signature page(s) to follow]

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IN WITNESS WHEREOF, the parties hereto have caused this Memorandum to be duly executed as of the Effective Date.

LESSOR:

STORE MASTER FUNDING XII, LLC, a Delaware limited liability company

By: *Sharon Hatchell*

Name: Sharon Hatchell
Senior Vice President

Title: _____

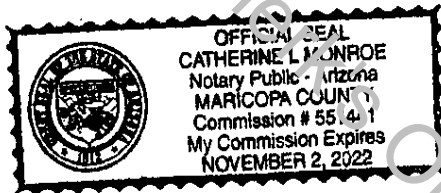
Property of Court Clerk's Office

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me on February 12, 2019 by Sharon E Hatchell, as Sr. Vice President of STORE MASTER FUNDING XII, LLC, a Delaware limited liability company, on behalf of the company.

Catherine L Monroe
Notary Public

My Commission Expires:
11/2/2022



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IN WITNESS WHEREOF, the parties hereto have caused this Memorandum to be duly executed as of the Effective Date.

LESSEE:

PF AVONDALE, LLC, an Illinois limited liability company

By: [Signature]

Name: Bryan Rishforth

Title: Manager

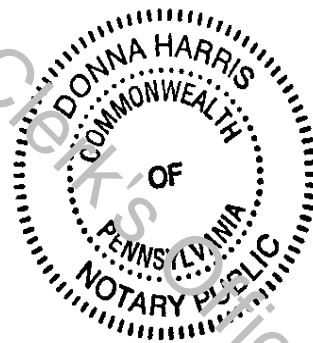
STATE OF Pennsylvania)
) ss.
COUNTY OF Delaware)

The foregoing instrument was acknowledged before me on February 14th, 2019 by Bryan Rishforth, as Manager of **PF AVONDALE, LLC**, an Illinois limited liability company, on behalf of the limited liability company.

[Signature: Donna Harris]
Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
DONNA HARRIS, Notary Public
City of Bryn Mawr, Delaware County
My Commission Expires June 28, 2020



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EXHIBIT A

PROPERTY

Property Address: 988 Elk Grove Town Center, Elk Grove, IL 60007

Legal Description:

Parcel 1:

Lot 4 of Elk Grove Town Center Subdivision, being a resubdivision in part of the Southwest 1/4 of the Northeast 1/4 of Section 32, Township 41 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded August 1, 2018 as document 1821345039, in Cook County, Illinois.

Parcel 2:

Non-exclusive easement for ingress and egress and parking for the benefit of Parcel 1 as created by the Reciprocal Easement Agreement dated as of March 13, 1997 and recorded August 5, 1997 as document 97566663, by and between Elk Grove Village, an Illinois municipal corporation, Elk Grove Town Center, L.L.C., an Illinois limited liability company and the Board of Library Trustees of the Village of Elk Grove Village, Cook County, Illinois, over the land as more fully described therein.

Parcel 3:

Non-exclusive Easement for ingress, egress and parking for the benefit of Parcel 1 as created by the Reciprocal Easement Agreement by and between Elk Grove Town Center, L.L.C. and Beverly Trust Company, as Trustee under Trust Agreement dated June 24, 1997 and known as Trust Number 74-2478, dated July 25, 1997 and recorded August 5, 1997 as document 97566670 over the land as more fully described therein.

Parcel 4:

Non-exclusive easements for the benefit of Parcel 1 as granted by Section 3(A) for ingress and egress; Section 3(D) to use such portions of the granting owner's parcel for the location of and to reconstruct and maintain any roofs, building overhangs, awnings and other similar appurtenances to the grantee's building; Section 4 for parking; Section 5 for utility lines; and Section 13(E) for "Inline Fixtures", of the Declaration of Covenants, Conditions and Restrictions and Grant of Easements recorded August 1, 2018, as document no. 1821345042 as corrected by Scrivener's Affidavit recorded September 24, 2018 as document 1826717019.

PIN: 08-32-202-021-0000

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