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Doc#. 2028506004 Fee: \$98.00

Edward M. Moody

Cook County Recorder of Deeds

Date: 10/13/2020 11:30 AM Pg: 1 of 6

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RECORDING REQUESTED BY: Panda Express, Inc.

AND WHEN RECORDED MAIL TO: Panda Express, Inc. 1683 Walnut Grove Avenue Rosemead, CA 91770 Attn: Real Estate Legal Department

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Ounty Clerk's Office MEMOFANDUM OF LEASE

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WHEN RECORDED, RETURN TO: Panda Express, Inc. Attn: Real Estate Legal 1683 Walnut Grove Avenue Rosemead, CA 91770

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "Memorandum") made as of July 1, 2020 by and perween CFT NV DEVELOPMENTS, LLC, a Nevada limited liability company formerly known as Andrew Jin-Chan Cherng and Peggy Tsiang Cherng, Co-Trustees, Cherng Family Trust dated October 50, 1987, ("Landlord") and PANDA EXPRESS, INC., a California corporation ("Tenant").

WITNESSETH:

- 1. <u>Premises</u>. Landlord and Tenant have entered into a Lease (the "Lease") dated November 1, 2004 whereby Tenant has leased from Landlord the parcel of land in Countryside, Cook County, Illinois, described as freestanding, containing approximately 26,984 square feet commonly known as 185 Countryside Plaza. Countryside, Illinois, as described on the attached Exhibit A.
- 2. <u>Term and Renewal Options</u>. The term of the Lease is for twenty (20) years after the Rent Commencement Date of June 7, 2005. If the Lease is still in full force and effect, and provided no default by Tenant shall have occurred and be continuing beyond any notice or grace period on the commencement date of any renewal continuing beyond any notice or grace period on the commencement date of any renewal continuing beyond any notice or grace period on the commencement date of any renewal continuing beyond any notice or grace period on the commencement date of any renewal continuing beyond any notice or grace period on the commencement date of any renewal continuing beyond any notice or grace period on the commencement date of any renewal continuing beyond any notice or grace period on the commencement date of any renewal continuing beyond any notice or grace period on the commencement date of any renewal continuing beyond any notice or grace period on the commencement date of any renewal continuing beyond any notice or grace period on the commencement date of any renewal continuing beyond any notice or grace period on the commencement date of any renewal continuing beyond any notice or grace period on the commencement date of any renewal continuing beyond any notice or grace period on the commencement date of any renewal continuing beyond any notice or grace period on the commencement date of any renewal continuing beyond any notice or grace period on the commencement date of any renewal continuing beyond any notice or grace period on the commencement date of any renewal continuing beyond any notice or grace period on the commencement date of any renewal continuing beyond any notice or grace period on the commencement date of any renewal continuing beyond any notice or grace period on the commencement date of any renewal continuing beyond any notice or grace period on the commencement date of any renewal continuing beyond any notice or grace period on the commencement date of any renewal continuing beyond any no
- 3. <u>Incorporation of Lease</u>. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Lease, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Lease and is subject to all of the terms, provisions and conditions of the Lease. In the event of any inconsistency between the terms of this Memorandum and the terms of the Lease, the terms of the Lease shall prevail.

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

TENANT:
PANDA EXPRESS, INC., a California corporation
By: I
Name: DAVII) LANDS 13. 86
Title:CF©
Witness:
proved as to Form:
AC80FA01506D446

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EXHIBIT A

LEGAL DESCRIPTION

Parcel 1 - Fee Simple:

That part of the North Three Quarters of Lot 11 in School Trustees Subdivision of Section 16, Township 38 North, Range 12 East, of the Third Principal Meridian, all in Cook County, Illinois, bounded and described as follows:

Beginning at a point, said point being 50.00 feet West of the East line of Lot 11 and 257.08 feet South of the North line of Lot 11; thence South along a line which is parallel to and 50.00 feet West of the East line of Lot 11, bearing South O degrees 00'00" West, a distance of 135.00 feet to a point; thence West along a line parallel with. the South line of the North Three Quarters of Lot 11, bearing North 89 degrees 45' 58" West, a distance of 200.00 feet to a point; thence North along a line parallel to the East line of Lot 11, bearing North O decrees 00'00" East, a distance of 135.00 feet to a point: thence East along a line paraller with the South line of the North Three Quarters of Lot 11, bearing South 89 degrees 45' 58" East, a distance of 200.00 feet to the point of beginning. Count

Parcel 2 - Easements:

Together with those rights and easements constituting 1-junts in real property created defined and limited by that certain Covenants, Conditions and Restrictions Agreement by and between Simon Property Group (Illinois), L.P., an Illinois limited partnership, and Andrew Jin-Chan Cherng and Peggy Tsiang Cherng; Co-Trustee of the Cherng Family Trust dated October 30, 198 7, Agreement dated January 18, 2005 and recorded January 24, 2005 as Document No. 0502403136, in the Office of the Recorder of Deeds of Cook County, Illinois.

PIN Number: 18-16-301-009-0000

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ACKNOWLEDGMENT

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.

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)
On
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct
WITNESS my name and official seul.
JOSEFINA HUANG Notary Public - California
Los Angeles County Commission # 2186016 My Comm. Expires Apr 5, 2021 My Commission # 2186016 My Commission # 2186016 My Commission # 2186016
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MEMORANDUM OF LEASE RE: CFT NV Developments, LLC, a Nevada limited liability company
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MEMORANDUM OF LEASE

#343 Countryside, IL MOL

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ACKNOWLEDGMENT

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.

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On June 11, 2010, before me, <u>Clue Tech</u>, Notary Public, personally appeared <u>Dand Landshon</u>, who proved to me on the basis of satisfactory evidence to be in person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me in 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my name and official serio

ELISE TEOH

Notary Public - California
Los Angeles County
Commission # 2281655
My Comm. Expires Mar 19, 2023

Note v Public in and for the

State of California

My commission expires: March. 19, 2023

MEMORANDUM OF LEASE

RE: Panda Express, Inc., a California corporation