PREPARED BY AND AFTER RECORDING RETURN TO:

Michael F. Smetana Culhane Meadows National Mail Support Center 13101 Preston Road, Suite 110-1500 Dallas, Texas 75240 Doc#. 2215706021 Fee: \$98.00

Karen A. Yarbrough Cook County Clerk

Date: 06/06/2022 06:19 AM Pg: 1 of 4

MEMORANDUM OF LEASE

This Memorandum of Lease (this "Memorandum") is made as of the 5th day of May, 2022, between KLAIRMONT FAMILY ASSOCIATES, LP, an Illinois limited partnership ("Landlord"), and WELMS GROUP HOLDINGS, LLC, a Delaware limited liability company ("Tenant").

WITNESSETH:

Landlord and Take 5 Properties SPV LLC, a Delaware limited liability company ("Original Tenant") Tenant have entered into a Commercial Ground Lease Agreement dated as of February 26, 2020 (the "Original Lease"), as amended by First Amendment to Commercial Ground Lease Agreement dated June 5, 2020, Second Amendment to Commercial Ground Lease Agreement dated August 20, 2020, assigned by Original Tenant to Tenant pursuant to that certain Assignment and Assumption of Commercial Ground Lease Agreement dated October 21, 2020, Fourth Amendment to Commercial Ground Lease Agreement dated October 21, 2020, Fourth Amendment to Commercial Ground Lease Agreement dated January 21, 2021, and by the Fifth Amendment to Commercial Ground Lease Agreement dated May 3, 2022 (collectively, the "Lease"), whereby Landlord has leased to Tenant, upon the terms and conditions set forth in the Lease, a 1 of which provisions are specifically made a part hereof as if fully set forth herein, that certain real property (the "Premises") located at 2 West Golf, Schaumburg, Illinois, as more particularly described in Exhibit A attached hereto and incorporated herein by this reference, together with appurtenant rights, eigements and appurtenances pertaining to the Premises. The Lease contains provisions and rights applicable to the Premises, some of which are as follows:

- 1. The initial term of the Lease is for a period of fifteen (15) years, beginning on the Commencement Date established under the Lease. Tenant may extend the term of the Lease for up to two (2) consecutive periods, one for five (5) years and the other for six (6) years, one (1) month.
- 2. The covenants, conditions and agreements made and entered into by the parties hereto shall be binding upon and inure to the benefit of their respective heirs, administrators, executors, representatives, successors and assigns.
- 3. This Memorandum is solely for the purpose of recording a notification as to the existence of the Lease and shall not be construed to alter, modify, expand, diminish or supplement the provisions of the Lease. In the event of any inconsistency between the provisions of the Lease and this Memorandum, the provisions of the Lease shall govern.

[Signatures appear on the following pages.]

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

LANDLORD:

KLAIRMONT FAMILY ASSOCIATES, L.P., an Illinois limited partnership

By: Klairmont Brothers, Inc., an Illinois corporation, its General Partner

Alfred Klairmont, President

STATE OF ILLINOIS

COUNTY OF COOL

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Alfred Klairmont as President of **Klairmont Brothers, Inc., an Illinois corporation**, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he executed the same as such President and as the free and voluntary act and deed of said company and for the uses and purposes therein set forth.

TENANT:

WELMS GROUP HOLDCO, LLC, a Delaware limited liability company

STATE OF ILLINOIS

COUNTY OF COOK

SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Mark Madigan as Managing Member of Welms Group Holdco, LLC, A Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such managing number, appeared before me this day in person and acknowledged that he executed the same as such managing member and as the free and voluntary act and deed of said company and for the uses and purposes therein set forth.

Give under my hand and Notarial Scal this 6

__day of

7007, 2022

LOUIS PRETEKIN

OFFICIAL SEAL (CAMPUTATION STATE OF IMPOSSION STATE

My Commission Expires Feb 10, 2023

EXHIBIT A TO MEMORANDUM OF LEASE

LOT 1 (EXCEPT THEREFROM THAT PART THEREOF LYING SOUTHEASTERLY OF A LINE EXTENDED FROM THE EAST LINE OF LOT 1 AFORESAID, 40 FEET NORTH OF THE SOUTHEAST CORNER THEREOF TO THE SOUTH LINE OF LOT 1 AFORESAID, 40 FEET WEST OF SAID SOUTHEAST CORNER) IN WITHAEGER HEIGHTS, BEING A SUBDIVISION OF PART OF THE SOUTH 60 ACRES OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON SEPTEMBER 15, 1958 AS DOCUMENT NUMBER 1817779, EXCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE ALONG THE WEST LINE OF SAID LOT 1 ON AN ASSUMED BEARING NORTH 00 DEGREES 15 MINUTES 26 SECONDS EAST, 26.06 FEET TO A POINT ON A LINE THAT IS 26.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 1; THENCE NORTH 86 DEGREES 31 MINUTES 02 SECONDS EAST ALONG SAID PARALLEL LINE, 73.05 FEET; THENCE EASTERLY ALONG A TANGENTIAL CURVE CONCAVE TO NORTH, RADIUS 75.00 FEET, CENTRAL ANGLE 86 DEGREES 15 MINUTES 36 SECONDS, 112.91 FEET TO A POINT ON A LINE THAT IS 22.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT I, SAID EAST LINE ALSO BEING THE WEST LINE OF ROSELLE ROAD (AS DEDICATED PER DOCUMENT NUMBER 1090692 RECORDED MAY 20, 1931); THENCE NORTH 00 DEGREES 15 MINUTES 26 SECONDS FAST ALONG SAID PARALLEL LINE, 80.11 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1; THENCE EASTERLY ALONG SAID NORTH LINE NORTH 86 DEGITES 30 MINUTES 23 SECONDS EAST, 22.05 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 00 DEGREES 15 MINUTES 26 SECONDS WEST ALONG THE EAST TINE OF SAID LOT 1, 136.43 FEET; THENCE SOUTH 43 DEGREES 23 MINUTES 14 SECONDS WEST, 58.38 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 1 ALSO BEING THE MORTH LINE OF SAID GOLF ROAD; THENCE SOUTH 86 DEGREES 31 MINUTES 02 SECONDS WEST, 125.35 FEET ALONG THE SOUTH LINE OF LOT I TO THE POINT OF BEGINNING. SOFFICE

Address: 2 West Golf Road, Schaumburg, Illinois

Permanent Index Number: 07-10-300-010-0000