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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2014 079660

2014 DEC 15 AM 11:05

MICHAEL B. BROWN  
RECORDER

**MEMORANDUM OF LEASE**  
**(Burger King No. 5546, Cedar Lake, Indiana)**

Reference is made to that certain lease agreement dated May 18, 1992 (the "**Lease**"), originally executed by and between FFCA/IIP 1986 Property Company, as Lessor, and Hayne & Petso Corporation, as Lessee, which Lease has now been assigned. This Memorandum of that Lease is presented for recording.

1. The present Lessor is **ARC CAFEHLD001, LLC**, a Delaware limited liability company. The present Lessee is **TRI CITY FOODS OF INDIANA, INC.**, a Delaware corporation, having an address at 1400 Opus Place, Suite 900, Downers Grove, Illinois 60515.
2. The legal description for the demised premises as set forth in the Lease is attached hereto as **Exhibit A** (the "**Premises**").
3. The lease has commenced and remains in full force and effect.
4. The current term of the Lease expires on June 30, 2017.

This instrument is merely a Memorandum of the aforementioned Lease, and is subject to all of the terms, conditions and provisions thereof. In the event of any inconsistency between the terms of said Lease and this instrument, the terms of said Lease shall prevail as between the parties hereto. This Memorandum is binding upon and shall inure to the benefit of the successor and assigns of the parties hereto.



NO SALES DISCLOSURE NEEDED

Approved Assessor's Office

By: *Mh*



*CHK# 1371002896*

**28748**

**\$19**

*CT*

*G*

LTC 14-008-18-3  
**FILED**

**DEC 15 2014**

PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR

**CTIC Has made an accomodation  
recording of the instrument.**

4829-3803-0880.3

83578c

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 20<sup>th</sup> day of November, 2014.

LESSOR

**ARC CAFEHLD001, LLC,**  
a Delaware limited liability company

By: ARC Properties Operating Partnership, L.P.,  
its sole member

By: [Signature]  
Name: O. Akomea Poku-Kankam  
Title: Authorized Signatory

STATE OF ~~ARIZONA~~ NC  
COUNTY OF ~~MARICOPA~~ Mecklenburg



SS: [Signature]  
Before the undersigned, a Notary Public in and for said County and State, personally appeared O. Akomea Poku-Kankam the Authorized Signatory of ARC Properties Operating Partnership, L.P., the sole member of **ARC CAFEHLD001, LLC**, who acknowledged the execution of the foregoing as a free, voluntary, and authorized act and deed. Dated this 20 day of Nov., 2014.

My Commission Expires: 7-18-19

My County of Residence: Mecklenburg

Sheila Messick  
Notary Public

Sheila Messick  
Printed Name

[Signature Page to Memorandum of Lease – BK Store No. 5546]

TRI CITY FOODS OF INDIANA, INC. —LESSEE

By: [Signature]

Name: Shoukat Dhanani

Title: President

STATE OF Texas )  
COUNTY OF Ft. Bend ) SS:

Before the undersigned, a Notary Public in and for said County and State, personally appeared TRI CITY FOODS OF INDIANA, INC., by Shoukat Dhanani, its President, who acknowledged the execution of the foregoing as a free, voluntary, and authorized act and deed. Dated this 17<sup>th</sup> day of November, 2014.

My Commission Expires: May 05, 2018

Vanessa Bautista  
Notary Public

My County of Residence: Ft. Bend

Vanessa Bautista  
Printed Name

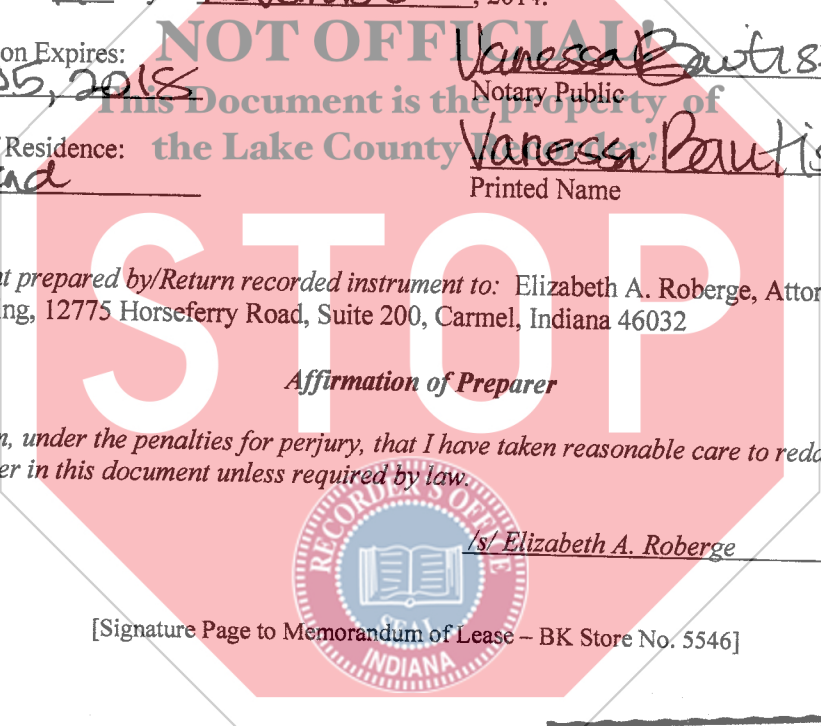
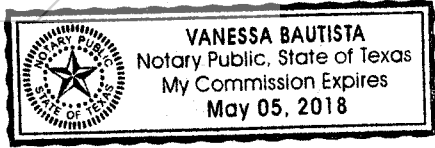
This instrument prepared by/Return recorded instrument to: Elizabeth A. Roberge, Attorney at Law, The Regents Building, 12775 Horseferry Road, Suite 200, Carmel, Indiana 46032

**Affirmation of Preparer**

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document unless required by law.

/s/ Elizabeth A. Roberge

[Signature Page to Memorandum of Lease – BK Store No. 5546]



## Exhibit A

### PARCEL I:

That part of the Northeast quarter of Section 28, Township 34 North, Range 9 West of the Second Principal Meridian in the Town of Cedar Lake, Lake County, Indiana, more particularly described as follows: Commencing at the Northeast corner of said Section 28; thence North 89° 27' 41" West (all bearings assumed) along the North line of said Section 28 a distance of 1331.54 feet to the Northwest corner of the East half of the Northeast quarter of said Section 28; thence South 0° 00' 35" West along the West line of the East half of the Northeast quarter of said Section 28 a distance of 35.00 feet to the point of beginning; thence continuing South 00° 00' 35" West along said West line of the East half of the Northeast quarter of Section 28 a distance of 250.00 feet; thence South 89° 27' 41" East along a line parallel with the North line of said Section 28 a distance of 200.00 feet; thence North 00° 00' 35" East along a line parallel with the West line of the East half of the Northeast quarter of said Section 28 a distance of 250.00 feet; thence North 89° 27' 41" West along a line parallel with the North line of said Section 28 a distance of 200.00 feet to the point of beginning.

Together with a non-exclusive easement of ingress and egress upon and across those portions of real estate set out in grant of Easement from Martin A. Mager and Calumet National Bank as Trustee, under the terms and conditions of the trust agreement dated December 12, 1972 and identified as Trust No. P-1754, to Cedar Lake Associates, Ltd., an Indiana limited partnership dated December 31, 1986 and recorded January 9, 1987 as Document No. 896751.

Also together with and subject to a non-exclusive easement for drainage and utility upon and across those portions of real estate set out in grant of Easement from Calumet National Bank as Trustee, under the terms and conditions of the trust agreement dated December 12, 1972 and identified as Trust No. P-1754, to Cedar Lake Associates, Ltd., an Indiana limited partnership, its successors and assigns, dated January 29, 1987 and recorded February 2, 1987 as Document No. 899688.

### PARCEL II:

A non-exclusive easement of ingress and egress granted in deed recorded February 17, 1987 as Document No. 902233 upon and across the real estate described as follows:

That part of the Northeast quarter of Section 28, Township 34 North, Range 9 West of the Second Principal Meridian in the Town of Cedar Lake, Lake County, Indiana, more particularly described as follows: Commencing at the Northeast corner of said Section 28; thence North 89° 27' 41" West (all bearings assumed) along the North line of said Section 28 a distance of 1109.37 feet to the Northwest corner of Utopia Business Unit No. 1, a subdivision as per plat thereof recorded in Plat Book 35, page 106 in the Office of the Recorder, Lake County, Indiana; thence South 0° 00' 00" East

along the West line of said subdivision a distance of 35.00 feet to the Point of Beginning; thence continuing South 00° 00' 00" East along the West line of said subdivision a distance of 250.00 feet; thence North 89° 27' 41" West along a line parallel with the North line of said Section 28 a distance of 22.25 feet; thence North 00° 00' 35" East along a line parallel with the West line of the East half of the Northeast quarter of said Section 28 a distance of 250.00 feet; thence South 89° 27' 41" East along a line parallel with the North line of said Section 28 a distance of 22.18 feet to the Point of Beginning.

