

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

R. John Klevorn III
Lewis Rice LLC
600 Washington Avenue
Suite 2500
St. Louis, Missouri 63101

(Space above for Recorder's use)

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") dated as of the 9th day of July, 2018 is made and entered into by and between JEAN E. MOORE, AS TRUSTEE OF THE MOORE TRUST U/T/A DATED MAY 23, 1986, as successor-in-interest to Insured Income Properties 1983, a Delaware limited partnership ("Lessor"), and HARDEE'S RESTAURANTS LLC, a Delaware limited liability company, as successor-in-interest to Jervan, Inc., an Iowa corporation ("Lessee").

Lessor and Lessee entered into that certain Lease and Agreement dated as of March 5, 1984, as amended by a First Amendment to Lease dated October 29, 2007 and a Second Amendment to Lease dated as of even date herewith (collectively, the "Lease"), for that certain real property located in the City of Manchester, State of Iowa as more particularly described on the attached Exhibit "A" (the "Leased Premises").

NOW, THEREFORE, for and in consideration of the foregoing, Lessor and Lessee hereby agree as follows:

1. Agreement to Lease. Lessor leases to Lessee, and Lessee leases from Lessor, the Leased Premises pursuant to the Lease, and all rights, privileges and easements appurtenant thereto, at the rental and upon all of the terms and conditions set forth in the Lease, which Lease is incorporated herein by this reference. Terms used but not defined herein shall have the same meaning as set forth in the Lease.

2. Term. Subject to the terms and conditions contained in the Lease, the Leased Premises is leased for a primary term from March 5, 1984 through February 28, 2019, with five (5) five (5) year options for Lessee to extend the term of the Lease, which, if all exercised, would extend such term through February 29, 2044.

3. Purchase Rights. Lessee has rights to purchase the Leased Premises as more fully set forth in the Lease.

4. Miscellaneous. This Memorandum does not amend, alter or otherwise change the provisions of the Lease. In the event of any inconsistency between the terms and conditions of this Memorandum and the terms and conditions of the Lease, the terms and conditions of the Lease shall govern and control. All provisions of this Memorandum, including the benefits and burdens, run

with the land and are binding upon and inure to the benefit of the heirs, assigns, licensees, invitees, successors, lessees and sublessees of the parties.

[Signatures on following pages.]

IN WITNESS WHEREOF, each of the parties hereto has executed this instrument as of the date first above written.

LESSOR:

THE MOORE TRUST u/t/a dated May
23, 1986

By: Jean E. Moore
Jean E. Moore, Trustee

LESSEE:

HARDEE'S RESTAURANTS LLC,
a Delaware limited liability company

By: Kathy Steining

Print Name: Kathy Steining
Vice President

Title: Real Estate Asset Management

State of _____

County of _____

Signed and sworn to (or affirmed) before me on this _____, day of _____, 20__

By Jean E. Moore, as Trustee of The Moore Trust u/t/a dated May 23, 1986.

Signature of Notary Public

(Stamp or Seal)

Title (or Rank for Military Personal)

State of _____

County of _____

Signed and sworn to (or affirmed) before me on this _____, day of _____, 20__

See attached certificate

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 July 9, 2018 before me, Sasha Sartini-Notary Public
personally appeared Jean E. Moore
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that 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 hand and official seal.
Signature Sasha Sartini

My commission expires: May 8, 2020

(Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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.

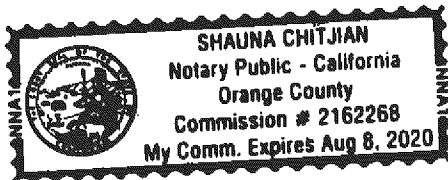
State of California)

County of Orange)On July 16, 2018 before me, Shauna Chitjian
Date Here Insert Name and Title of the Officerpersonally appeared Kathy Steininger
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that 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 hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Exhibit A

Legal Description of Leased Premises

Part of Lot Two (2), all of Lot Three (3) and part of Lot Four (4), all in Ballard's Subdivision of Part of Lot "I" and of Lots "M" and "N" of Iowa Land Company's Subdivision of Part of Manchester, Iowa according to plat recorded in Book 1 Plats, Page 120, described as follows:

Commencing at the southwest corner of Lot One (1) of said addition and the point of beginning of this description; thence west, along the south line of said Lots Two (2), Three (3), and Four (4), a distance of 159.0 feet to the southwest corner of the east 12.0 feet of said Lot Four (4); thence north 150.0 feet to the north line of said Lot Two (2); thence east, along said north line, 159.0 feet to the intersection with the west line of said Lot One (1) extended north; thence south, along the extended west line and the west line of said Lot One (1) a distance of 150.0 feet to the point of beginning.