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Revenue Tax:
Polk County, Iowa
Julie M. Haggerty RECORDER
Number: 201500105999
BK: 15610 PG: 185

(space above this line for Recorder's use only)

Prepared by and after recording return to:

Paige H. Pease, Esq.
Pease Law PLLC
15105-D John J Delaney Drive, #222
Charlotte, North Carolina 28277

Title of Document: MEMORANDUM OF ASSIGNED LEASE AGREEMENT

Date of Document: Effective as of June 9th, 2015

Landlord: LIBERTY BUILDING HISTORIC REHAB, LLC

Landlord's Address: 4224 Hubbell Ave.
Des Moines, Iowa 50317
Attn: BJ Baker III

Tenant: EQUITABLE LOFTS, LLC

Tenant's Address: c/o Equitable Manager, LLC
8201 NW 97th Terrace
Kansas City, Missouri 64153
Attn: Steven D. Foutch

Legal Description: Lots Five (5) and Six (6) in Block "C" in Commissioner's Addition, an Official Plat, now included in and forming a part of the City of Des Moines, Polk County, Iowa.

**MEMORANDUM OF
ASSIGNED LEASE AGREEMENT**

9th **THIS MEMORANDUM OF ASSIGNED LEASE AGREEMENT** is dated as of the day of June, 2015, by and between **EQUITABLE LOFTS, LLC**, a Missouri limited liability company ("Tenant"), and **LIBERTY BUILDING HISTORIC REHAB, LLC**, an Iowa limited liability company ("Landlord").

WHEREAS, Landlord is the owner of the real property legally described on the cover page attached hereto, pursuant to that certain Warranty Deed from Bisignano Family II, LLC, recorded April 4, 2014 in Book 15147 at Page 933 in the records of the Office of the Recorder of Polk County, Iowa (the "Property");

WHEREAS, Landlord purchased the Property as assignee of, and successor-in-interest to, K.C. Holdings VI, L.L.C., an Iowa limited liability company ("KC"), pursuant to an option to buy the Property under Section 14.01 of that certain Ground Lease Agreement dated as of April 6, 2005, by and between KC, as lessee, and Better Foods, Inc. and Casson's Market, Inc., as lessors and predecessors-in-interest to Bisignano Family II, LLC (the "Ground Lease"), which Ground Lease was described in that certain Memorandum of Lease recorded April 6, 2005 in Book 11006 at Page 690 in the records of the Office of the Recorder of Polk County, Iowa, and in that Amendment to Memorandum of Lease recorded January 20, 2006 in Book 11491 at Page 764 in the records of the Office of the Recorder of Polk County, Iowa;

WHEREAS, Landlord succeeded to KC's interest under that certain Parking Lease Agreement, dated as of July 1, 2006, by and between KC, as landlord, and Equitable, L.P., as tenant (as amended, the "Parking Lease"), granting rights to the 3rd and 4th floors of a parking garage located on the Property (the "Leased Premises"), all as described in that certain Memorandum of Parking Lease recorded July 31, 2006 in Book 11776 at Page 989 in the records of the Office of the Recorder of Polk County, Iowa (the "Original Memorandum");

WHEREAS, Tenant succeeded to the leasehold interest of Equitable, L.P. in and to the Leased Premises under the Parking Lease pursuant to that Special Warranty Deed recorded January 25, 2012 in Book 14135 at Page 374 in the records of the Office of the Recorder of Polk County, Iowa; and

WHEREAS, Landlord and Tenant now desire to acknowledge, affirm and agree that the Parking Lease continues in full force and effect between the parties and to amend and restate the Original Memorandum of Lease as set forth herein.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows.

1. **References to Lease.** The Parking Lease is that certain Parking Lease Agreement, dated as of July 1, 2006, by and between K.C. Holdings VI, L.L.C., as landlord, and Equitable, L.P., as tenant, which leasehold interests have been assigned, transferred and conveyed to Landlord and Tenant, respectively, as set forth above.

2. **Landlord.** The Landlord under the Parking Lease is Liberty Building Historic Rehab, LLC, the address of which is set forth on the cover page attached hereto.

3. **Tenant.** The Tenant under the Parking Lease is Equitable Lofts, LLC, the address of which is set forth on the cover page attached hereto.

4. **Description of the Leased Premises.** The Leased Premises consists of ninety (90) parking stalls on Floors three (3) and four (4) of the Liberty Parking Garage, located on Lots Five (5) and Six (6) in Block "C" in Commissioner's Addition, an Official Plat, now included in and forming a part of the City of Des Moines, Polk County, Iowa.

5. **Term.** The term of the Parking Lease commenced as of July 1, 2006 and shall terminate 99 years thereafter unless the Parking Lease is terminated earlier in accordance with its terms. These terms include but are not limited to each party is authorized to mortgage its interest in the Parking Lease. Either party may transfer, in whole or in part any of its rights under the Parking Lease, as long as such transfer in no way affects the receipt of tax increment finance funds by Landlord from the city of Des Moines.

6. **Counterparts.** This Memorandum of Assigned Lease Agreement may be executed in any number of counterparts all of which taken together shall constitute one and the same instrument, and any of the parties or signatories hereto may execute this Agreement by signing any such counterpart.

7. **Purpose of Memorandum.** This Memorandum of Assigned Lease Agreement is prepared for the purpose of recordation of the succession of Landlord and Tenant to the leasehold interests under the Parking Lease, and it in no way modifies the provisions of the Parking Lease. The Parking Lease is incorporated herein by reference, and all capitalized terms used but not defined in this Memorandum of Assigned Lease Agreement shall have the meanings given to them in the Parking Lease.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Assigned Lease Agreement as of the date set forth above.

LANDLORD:

LIBERTY BUILDING HISTORIC REHAB, LLC
an Iowa limited liability company

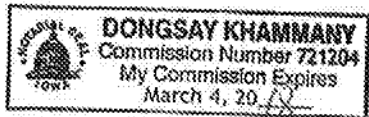
By: [Signature]
Name: BJ Baker III
Title: Managing Member

STATE OF IOWA)
)
COUNTY OF POLK) SS.

I, Dongsay Khammany, a Notary Public of the County and State aforesaid, certify that BJ Baker III, personally came before me this day and acknowledged that he is Manager of LIBERTY BUILDING HISTORIC REHAB, LLC, an Iowa limited liability company, the Landlord, and that he, being authorized to do so, voluntarily executed the foregoing on behalf of the limited liability company for the purpose herein described. Witness my hand and official seal, this the 9th day of June, 2015.

My commission expires:
3-4-18


Dongsay Khammany
Notary Public



TENANT:

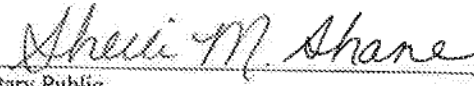
EQUITABLE LOFTS, LLC
a Missouri limited liability company

By: **EQUITABLE MANAGER, LLC,**
a Missouri limited liability company
Its Manager

By: 
Stephen J. Block, Manager

STATE OF Missouri)
) ss.
COUNTY OF Jackson

The foregoing instrument was acknowledged before me this 3 day of June, 2015
by Stephen J. Block, the Manager of Equitable Manager, LLC, a Missouri limited liability company, which is the
manager of Equitable Lofts, LLC.


Notary Public

