WHEN RECORDED RETURN TO: Chicago Title Insurance Company 10 South LaSalle Street Suite 3100 Chicago, IL 60603 ATTN:

THIS INSTRUMENT WAS DRAFTED BY: Shavondelia Brown, Esq. Starbucks Coffee Company 2401 Utah Avenue South, Suite 800 Mailstop: S-LA3 Seattle, Vashington 98124-1435

MEMORANDUM OF LEASE

This Memorandum of Lease ("Memorandum") is entered into by and between NRG Touhy McCormick, LLC, an Illinois limited liability company ("Landlord") having its principal place of business at 225 V. Dirbbard St., 4th Floor, Chicago, Illinois 60654, and Starbucks Corporation, a Washington corporation having an office at 2401 Utah Avenue South, Seattle, Washington 98134 ("Tenant"), Landlord and Tenant having entered into a commercial lease having an Effective Date of 2014 (the "Lease").

- 1. The Lease covers certain commercial property located at 3304-3316 West Touhy in Skokie, Illinois, in a shopping center commonly known as Skokie Commons, consisting of approximately 1,900 square feet of Gross Leasable Area (the "Premises") together with all improvements, easement rights and appurtenances thereto, as defined in the Lease all as more particularly described in the Lease. The legal description of the Property on which the Premises is located is attached hereto as Exhibit A and incorporated herein by this reference.
- 2. The Lease provides for the rental of the Fremises by Tenant for a term of ten (10) years (the "Initial Term").
- 3. The Lease grants to Tenant the right to renew the mital Term for up to four (4) consecutive five (5) year period(s) (the "Extension Term(s)") under the same terms and conditions contained in the Lease, provided Tenant exercises the applicable Extension Term in accordance with the applicable terms of the Lease. Base Rent during any Extension Term(s) shall be as specified in the Lease.
- 4. Tenant may use and occupy the Premises, Drive-Thru and outdoor sexing area for (a) a coffee store or (b) any other lawful retail or restaurant use, without limitation, and so long as applicable law permits, the sale of beer and wine for on Premises consumption only, which does not conflict with (i) any written exclusive use granted to another tenant on the Property and Shopping Center as of the date the Tenant's use changes; (ii) the tenant exclusives listed on Exhibit G to the Lease and (iii) the restrictions and exclusives set forth in that certain Declaration of Reciprocal Easement Agreement with Covenants, Conditions and Restrictions dated December 20, 2013 and recorded with the Cook County Recorder of Deeds on December 30, 2013 as Document No. 1336419049.
- 5. This Memorandum shall not, under any circumstances, be deemed to modify or change any provisions of the Lease, the provisions of which shall in all instances prevail.
- 6. The Lease grants to Tenant the exclusive right to sell in the Building and the Property: (a) whole or ground coffee beans, (b) espresso, espresso-based and coffee-based

1508246047 Page: 2 of 5

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drinks, (c) tea or tea-based drinks, (d) brewed coffee, and (e) blended beverages, such exclusive for blended beverages shall not apply to milk/ice cream based milkshakes that do not contain the ingredients or flavorings provided in (a) through (d) above. Notwithstanding the foregoing or anything to the contrary contained in Section 5.4 of the Lease, other tenants may sell (a) brewed coffee, brewed tea or espresso-based coffee drinks which is neither (i) gourmet, nor (ii) brand identified or (b) bottled or canned tea and/or tea served from a soft drink fountain. For purposes of this Memorandum, "gourmet" shall be defined as sourced from a gourmet coffee brand such as Coffee Bean & Tea Leaf, Intelligentsia, Peets, Caribou or other coffee purveyor. For purposes of this Memorandum, "brand identified" shall mean beverages advertised or marketed within the applicable retail space using a brand name. Notwithstanding the foregoing or anything to the contrary contained in Section 5.4 of the Lease, full service, sit-down restaurants with a wait staff and table service serving a complete dinner menu may sell brewed coffee or tea and hot esprezio drinks for on-premises consumption only.

This Memorandum may be signed in two or more counterpart copies with the same effect as if the signature to each counterpart copy were on a single instrument. Each counterpart shall be deemed an original as to any party whose signature it bears and all such counterparts shall constitute one document. Facsimile or electronically scanned copies shall be deemed originals.

SIGNATURES ON FOLLOWING PAGE(S)

1508246047 Page: 3 of 5

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IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease this day of Sept., 2014.

LANDLORD:

NRG Touhy McCormick, LLC, an Illinois limited liability company By: Centrum State Manager Lag
By: Shame: CARAHAM PAUMER
Title: MANAGER

ACKNOWLEDGEMENT OF LANDLORD

STATE OF 1	
) SS.: COUNTY OF <u>CECCE</u>)	
undersigned, personally appeared Contraction	
me or proved to me on the basis of satisfactory subscribed to the within this Memorarioum of Le executed the same in his/her capacity at May	ease and acknowledged to me that he/she
LLC, an Illinois limited liability company, and the on behalf of said limited liability company.	of by his/her signature executed the instrument
Cantrum Stedkie	Helenn The Pro
Cantrum Stedeie Manager, LC, Sole Manager of	Notary Public for the State of

OFFICIAL SEAL Stephanie T, Bengtsson Notary Public, State of Illinois Ay Commission Expires Jan. 05, 2018

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1508246047 Page: 4 of 5

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TENANT:

STARBUCKS CORPORATION,

a Washington corporation

Name:/Michael Malanga

Title: Svp. Store Development Americas

and Global Real Estate

ACKNOWLEDGEMENT OF STARBUCKS CORPORATION

STATE OF WASHINGTON)

COUNTY OF KING)

On the <u>5th</u> 1a/ of <u>September</u>, in the year 2014, before me, the undersigned, personally appeared <u>Michael Malanga</u>, personally known to me or proved to me on the basis of satisfactory exidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity as <u>senior vice president</u> of **S arbucks Corporation**, and that by his/her signature executed this Memorandum of Lease on penalf of Starbucks Corporation.



Notary Public for the State of Washington
Commission expires: 4/04/17

1508246047 Page: 5 of 5

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EXHIBIT A

Lot 4 in Skokie Commons Subdivision, being a Subdivision of that part of the Southeast Quarter of Section 26, Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: Part of 10-26-403-002-0000

Address of Property: 3304-3316 W Touhy Avenue, Skokie, Illinois 60076

Property of Cook County Clark's Office