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MAR 0 3 2016



Doc#: 1615917002 Fee: \$68.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 06/07/2016 08:36 AM Pg: 1 of 4

WHEN RECORDED RETURN BY MAIL TO

First American Title Company National Commercial Services 1790 Hughes Landing Blvd., Suite 110 The Woodlands, Texas 77380 ATTN: Sharon P. Mork Vice President/Manager

Sr. Commercial Escrow Officer

THIS DOCUMENT WAS PREPARED BY:

Shavondelia Brown, Esq. Starbucks Coffee Company 2401 Utah Avenue So. #800, Mail Stop: S-LA3 Seattle, WA 98134 Store: Touhy & Laramie Skokie, IL 29422

Coot County Clert's Office
"ity 2 This Memorandum of Lease ("Memorandum") is entered into by and between GW Fidelity 2E, LLC, an Illinois limited liability company ("Landlord"), having its principal place of business at 2211 N. Elston, Suite 304, Chicago, Illinois, 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 2016 ("Lease").

- The Lease covers certain commercial property located at the southwest corner of Touhy Avenue and Laramie Avenue, Skokie, Illinois in a shopping center and consisting of approximately 2,000 square feet of Gross Leasable Area ("Premises") all as more particularly described in the Lease. The legal description of the Shopping Center and 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 Premises by Tenant for a term of ten (10) years ("Initial Term").
- The Lease grants to Tenant the right to renew the Initial Term for up to three (3) consecutive five (5)-year period(s) ("Extension Terms") under the same terms and conditions contained in the Lease, provided Tenant exercises

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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 Leased Premises for any lawful retail or restaurant use, including, without limitation, the sale of beer and wine, which does not conflict with any written exclusive use presently granted to another tenant in the Shopping Center.
- The Lease grants to Tenant the exclusive right to sell in the Shopping Center (a) freshly ground and whole coffee beans; (b) espresso, espresso-based and coffee-based drinks; (c) tea or teabased drinks; (d) gourmet brand-identified brewed coffee; and (e) blended beverages, including without limitation, those containing any of the following: ice, coffee, espresso, tea, milk, cream, juice, and/or fruit.
- 6. 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.
- 7. 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.

IN WITNESS WITE FOF, the parties have executed this Memorandum of Lease this 26 day of 70, 2016.

LANDLORD:

GW FIDELITY 2E, LLC, an Illinois limited liability company

By: Name: A Super Site: Title: Manager

ACKNOWLEDGEMENT OF LANDLORD

OFFICIAL SEAL M PRATHAMMANON Notary Public - State of Illinois My Commission Expires Apr 16, 2019 Print Name: M. Pruthammann
Notary Public for the State of Illinois
My commission expires: 4-16-12
Seal or stamp:

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STARBUCKS CORPORATION, a Washington corporation

Hune Title:

ACKNOWLEDGEMENT OF STARBUCKS CORPORATION

NORMOWEED CEMENT OF STANDONG CONFORMATION
STATE OF V'ASHINGTON) SS::
COUNTY OF KING)
On the 2+1 day of, in the year 2016, before me, the undersigned, personally appeared, personally known to me or proved to me on the basis of satisfactory evidence 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 of Starbucks Corporation, and that by his/her signature executed this Memorandum of Lease on behalf of Starbucks Corporation.
Notary Public for the State of Washington
My commission expires: 3-29-19
Seal or stamp:
ON BY STANDARD ON BY

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UNOFFICIAL COPY EXHIBIT A TO MEMORANDUM OF LEASE

Legal Description of the Property

That certain tract of land situated in the County of Cook, State of Illinois, and more particularly described as follows:

The East 220 feet (except the East 33 feet thereof dedicated for public street (Laramie Avenue) by plat of dedication recorded March 22, 1976 as document no. 23424206) of Lot 1 of Assessor's Division, also known as Lot 14 of County Clerk's Division, being the North 3 chains of the Northeast 1/4 of the Northwest 1/4 of Section 33, Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

The West 100 feet of the East 320 feet of Lot 1 of Assessors Division also known as Lot 14 in County Clerks Division in the East 1/2 of the Northwest 1/4 of Section 33, Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

THE WEST 120 FEET OF THE WEST 220 FEET OF THE EAST 440 FEET OF LOT 1 OF THE ASSESSOR'S DIVISION, As SO KNOWN AS LOT 14 OF THE COUNTY CLERK'S DIVISION, BEING THE NORTH 3 CHAINS OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS