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KAREN A. YARBROUGH
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PAGE: 1 OF 12

Prepared By:
Andrew J. Annes
SATC1 Law
222 W. Adams St, Suite 3050
Chicago, IL 60606

After Recording, Please Return To:

Whole Foods Market
550 Bowie Street
Austin, Texas 78703
Attn: Lease Administration

MEMORANDUM OF AMENDED AND RESTATED LEASE

(River Forest, Illinois - RVF)

THIS MEMORANDUM OF AMENDED AND RESTATED LEASE is dated effective as of March 15, 2024 and is made by and between RFTC 1 CORP., a Delaware corporation ("Landlord"), and WHOLE FOODS MARKET GROUP, INC., a Delaware corporation ("Tenant").

WITNESSETH:

In consideration of the premises, and of the mutual covenants and agreements set forth in that certain Amended and Restated Lease dated as of March 8, 2024, as amended by that certain First Amendment to Amended and Restated Lease dated as of March 11, 2024 (as amended, the "Lease"), by and between Landlord and Tenant, Landlord has leased to Tenant, and Tenant has leased from Landlord, certain real estate and improvements constructed thereon (such real estate and improvements, as modified in accordance with the Lease, are hereinafter collectively referred to as the "Demised Premises") shown on the site plan attached hereto as Exhibit A and made a part hereof for all purposes (the "Site Plan"), located in the River Forest Town Center 1 Shopping Center, located in River Forest, Illinois (the "Development") which is legally described in Exhibit B attached hereto and a part hereof, for a term of twenty-five (25) Lease Years following the Rent Commencement Date, with options to extend the term for four (4) Extension Terms of five (5) Lease Years each, which term commences in accordance with the provisions of the Lease.

1. Defined Terms. Capitalized terms used herein and not otherwise defined have the same meanings given to such terms in the Lease.

2. Agreements Affecting Development. From and after the date of the Lease, Landlord shall not (a) enter into any new, or (b) terminate or modify in any material respect any existing, easements, reciprocal easement agreements, subdivision plats, declarations, restrictive covenants, agreements or the like affecting or relating to the Development without Tenant's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. See Section 2.1 of the Lease for details.

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3. Parking. Tenant shall have the parking rights set forth in the Lease.

4. Height Restrictions. Any buildings in the Development constructed after the Effective Date must be single story and may not exceed twenty-nine feet (29') in height (including architectural elements), and no portion of any of the other buildings constructed after the Effective Date that are "in-line" with the Demised Premises shall exceed the height of the Demised Premises, whether in terms of structural or architectural elements. Notwithstanding the foregoing, all improvements existing as of the Effective Date, including to the extent applicable, the facade for the space currently occupied by Petco, shall be exempt from the foregoing restrictions.

5. Prohibited Uses. Tenant shall not use, or allow the use of, the Demised Premises for, and Landlord shall not use, or allow the use of, the Development for, any of the Prohibited Uses (herein so called) set forth on Exhibit L attached to the Lease and also attached hereto.

6. Prohibited Parking Intensive Uses. Except as prohibited by applicable Laws or as otherwise expressly permitted below, Landlord shall not permit in any other portion of the Development any of the following:

(i) Any restaurant located outside of the Permitted Restaurant Area shown on the Site Plan.

(ii) Any bar or cocktail lounge (unless part of a restaurant otherwise permitted hereby).

(iii) Any health club, health spa, fitness center, yoga or pilates center, weight room, gymnasium or the like (each, a "Fitness Facility") exceeding 3,500 gross square feet or that, taking into account all other Fitness Facilities in the Development, would cause the aggregate gross square footage of all Fitness Facilities in the Development to exceed 10,000 gross square feet.

(iv) Any salon (or other business) that provides hair treatments (haircuts, hair coloring, permanents, etc.), manicures, facials, massages or similar services (each, a "Salon") exceeding 3,000 gross square feet or that, taking into account all other Salons in the Development, would cause the aggregate gross square footage of all Salons in the Development to exceed 6,000 gross square feet. For the avoidance of doubt, Ulta and similar cosmetic supply business shall not be considered "Salons" for purposes of this Lease.

7. Restrictive Covenant - Development. Except as prohibited by applicable Laws or as otherwise expressly permitted below, Landlord shall not permit in any other portion of the Development any of the following:

(i) Any self-service salad bar retail operation that operates the salad bar as its primary or predominate use, delicatessen (which is defined as a retail store that sells sliced-to-order meat and/or cheese by weight or bulk), or any other business that sells any pre-packaged, ready to consume prepared foods (including, without limitation, pizza, salad, sandwiches or soups) for on or off premises consumption, except as such items may be included in carry-out service offered by an otherwise permitted restaurant. Incidental sales shall be allowed.

(ii) LYFE Kitchen, Veggie Grill, The Plant, Tender Greens, SweetGreen, Native Foods, b.good, CHOP'T, CORE, Urban Plates, or any similar business.

(iii) Eatzi's or any similar business that combines a specialty food market and self-service European-style eatery.

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(iv) Any juice and/or smoothie bar.

(v) The sale for off-site consumption (except as ingredients of prepared foods prepared to order on-site and sold for off-site consumption (i.e. to go service) by a restaurant permitted hereunder) of (A) fresh or pre-packaged produce, meat, poultry, or seafood, (B) dairy, cheese, cereals, grains, fruits or vegetables, (C) pre-packaged frozen foods, (D) grocery products, bulk foods, gourmet foods, bakery goods, or alcoholic beverages (including beer and wine), (E) body care products, cosmetics, health care items, beauty aids, plants, or flowers, (F) vitamins, medicinal herbs, naturopathic or homeopathic remedies, or nutritional supplements, or (G) smoothies and/or fresh fruit drinks (collectively, the "Protected Merchandise").

(vi) Any overnight boarding of pets.

(vii) Any use that would impair Tenant's ability to obtain and/or maintain a license to sell alcoholic beverages (including wine and beer) for on- or off-premises consumption from the Demised Premises.

8. Exceptions to Prohibited Uses, Prohibited Parking Intensive Uses and Restrictive Covenant - General. Notwithstanding the foregoing Sections 6 and 7 and Exhibit L, but subject to the provisions of Section 10 below that constrain or prohibit the sale of the Protected Merchandise:

(i) Landlord may lease premises in the Development to cosmetic stores such as Ulta, Sephora, Mac and Sally Beauty.

(ii) Landlord may lease premises in the Development to one (1) conventional drug store such as Walgreen's and CVS.

(iii) Other tenants and occupants of the Development may make "incidental sales" of the Protected Merchandise. For purposes of the foregoing, a tenant or occupant shall be deemed to be conducting "incidental sales" of Protected Merchandise only if the aggregate floor area in such tenant's or occupant's premises devoted to the display of Protected Merchandise (other than those items the sale of which is completely prohibited as provided below) does not exceed the lesser of (A) one percent (1%) of the Rentable Area of such tenant's or occupant's premises, or (B) 100 square feet. Notwithstanding the foregoing however, the sale of the following (even if such sales be considered only "incidental sales") by any tenant or occupant in the Development is expressly prohibited: (1) wine and/or beer for off premises consumption, (2) fresh, uncooked meat, poultry and/or seafood (excluding sushi) for off premises consumption, (3) except as part of a "take-out" restaurant item, cheese for off premises consumption, and (4) except for a conventional drug store permitted pursuant to Section 8(ii) above, vitamins, naturopathic and/or homeopathic remedies, and nutritional supplements.

9. Restrictive Covenant – Related Land. Except as prohibited by applicable Laws, Landlord shall not permit in RFTC2 or on any other land contiguous or adjacent to the Development (including, without limitation, any land that would be contiguous or adjacent to the Development but for any intervening road, street, alley or highway) now or hereafter owned by Landlord or its affiliates ("Related Land"), any supermarket or grocery store. However, RFTC2 shall be subject to the restriction set forth in this Section 9 only so long as RFTC2 is owned by Landlord or its affiliates, and any other Related Land shall be subject to the restriction set forth in this Section 9 only so long as such other Related Land is owned by Landlord or its affiliates. For purposes hereof, the term "supermarket or grocery store" means a store of a scale and scope of a stand-alone supermarket such as Safeway, Trader Joe's, Whole Foods Market, Natural Grocers by

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Vitamin Cottage, Kroger, Von's, Ralphs, Sprouts, HEB, or Central Market whose merchandise includes all or some of the following items: perishable items, such as fresh and frozen meat, poultry, and seafood, dairy products and/or fresh fruit and produce, and a variety of other consumer-oriented items, such as cheese, cereals, grains, fruits and vegetables, frozen foods, bulk foods, gourmet foods, bakery goods, and/or vitamins. Notwithstanding the foregoing, Tenant acknowledges that Landlord (or one of Landlord's affiliates) owns a shopping center adjacent to the Development that constitutes Related Land and on which there is located a 5,868 square foot Wild Fork Market (which is a specialty butcher). Nothing herein shall prohibit Landlord from replacing Wild Fork Market with a similar type of tenant (i.e. a specialty food store) so long as the premises occupied by such replacement tenant is not larger than 5,868 square feet and the replacement tenant is not a "supermarket or grocery store" (as that term is defined above in this Section 9).

10. Exceptions to Prohibited Uses, Prohibited Parking Intensive Uses and Restrictive Covenant - Existing Tenants. Further, the provisions of Sections 6 and 7 above and Exhibit L shall not apply to the Existing Tenants in the Development (as defined below); provided, however, (i) if a change of use or an expansion of the premises under any such existing lease requires Landlord's consent, Landlord shall not consent to any change of use or to any expansion of the area of such premises for a use that would violate the restrictions on use set forth in Sections 6 and 7 above and Exhibit L; and (ii) without limiting the foregoing, Existing Tenants shall be subject to the use restrictions contained in the Pre-existing Lease and set forth on Exhibit O attached to the Lease and also attached hereto. For purposes hereof, the Existing Tenants in the Development shall mean the following tenants: Boston Market, Citibank, Men's Warehouse, Noodles & Co., Petco, Ulta Salon, Verizon, Walgreens.

11. No Other Tenant Exclusives Binding on Tenant. Landlord shall not be permitted to grant any tenant in the Development any exclusive use protection that is binding on Tenant (or any successor, assign or subtenant of Tenant), and neither Tenant nor any successors, assigns or subtenants of Tenant shall be bound by any exclusives of other tenants including, without limitation, future exclusives granted to other tenants in the Development.

This Memorandum of Amended and Restated Lease is executed for the purpose of giving notice of the existence of the Lease and that certain terms thereof encumber the Development. In addition to the above provisions, the Lease includes provisions containing covenants and obligations similar to those commonly found in other leases, including, but not limited to provisions regarding construction of improvements, maintenance and signs. Reference should be made to the Lease (and any amendments thereto that may be entered into) for a full description of the rights and duties of Landlord and Tenant, and this Memorandum of Amended and Restated Lease shall in no way affect the terms and conditions of the Lease or the interpretation of the rights and duties of Landlord and Tenant thereunder, and to the extent the Lease and this Memorandum of Amended and Restated Lease conflict, the Lease shall control.

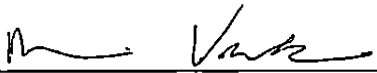
[Signatures on following page]

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IN WITNESS WHEREOF, Landlord and Tenant have caused this Memorandum of Amended and Restated Lease to be executed effective from and as of the date first above written.

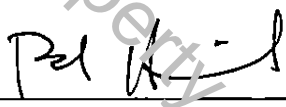
LANDLORD:

RFTC 1 CORP.

By: 
Melanie Varrato, Vice President

TENANT:

WHOLE FOODS MARKET GROUP, INC.

By: 
Paul Hilliard, Authorized Signatory

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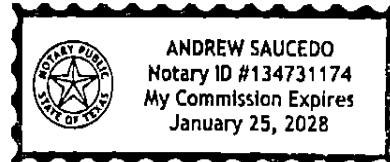
STATE OF Illinois)
) ss.
COUNTY OF Cook)

Before me, the undersigned, a Notary Public in and for said State, personally appeared Melanie Varrato, known to me and known by me to be the Vice President of RFTC 1 CORP., a Delaware corporation, and acknowledged the execution of the foregoing Memorandum of Amended and Restated Lease for and on behalf of said corporation.

Given under my hand and seal of office this 2nd day of April, 2024.



Linda Riley
Notary Public



STATE OF TEXAS)
) ss.
COUNTY OF TRAVIS)

Before me, the undersigned, a Notary Public in and for said State, personally appeared Paul Hilliard, known to me and known by me to be the Authorized Signatory of WHOLE FOODS MARKET GROUP, INC., a Delaware corporation, and acknowledged the execution of the foregoing Memorandum of Amended and Restated Lease for and on behalf of said corporation.

Given under my hand and seal of office this 15th day of March, 2024.

[Signature]
Notary Public

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Exhibit A

Site Plan

[attached]

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COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

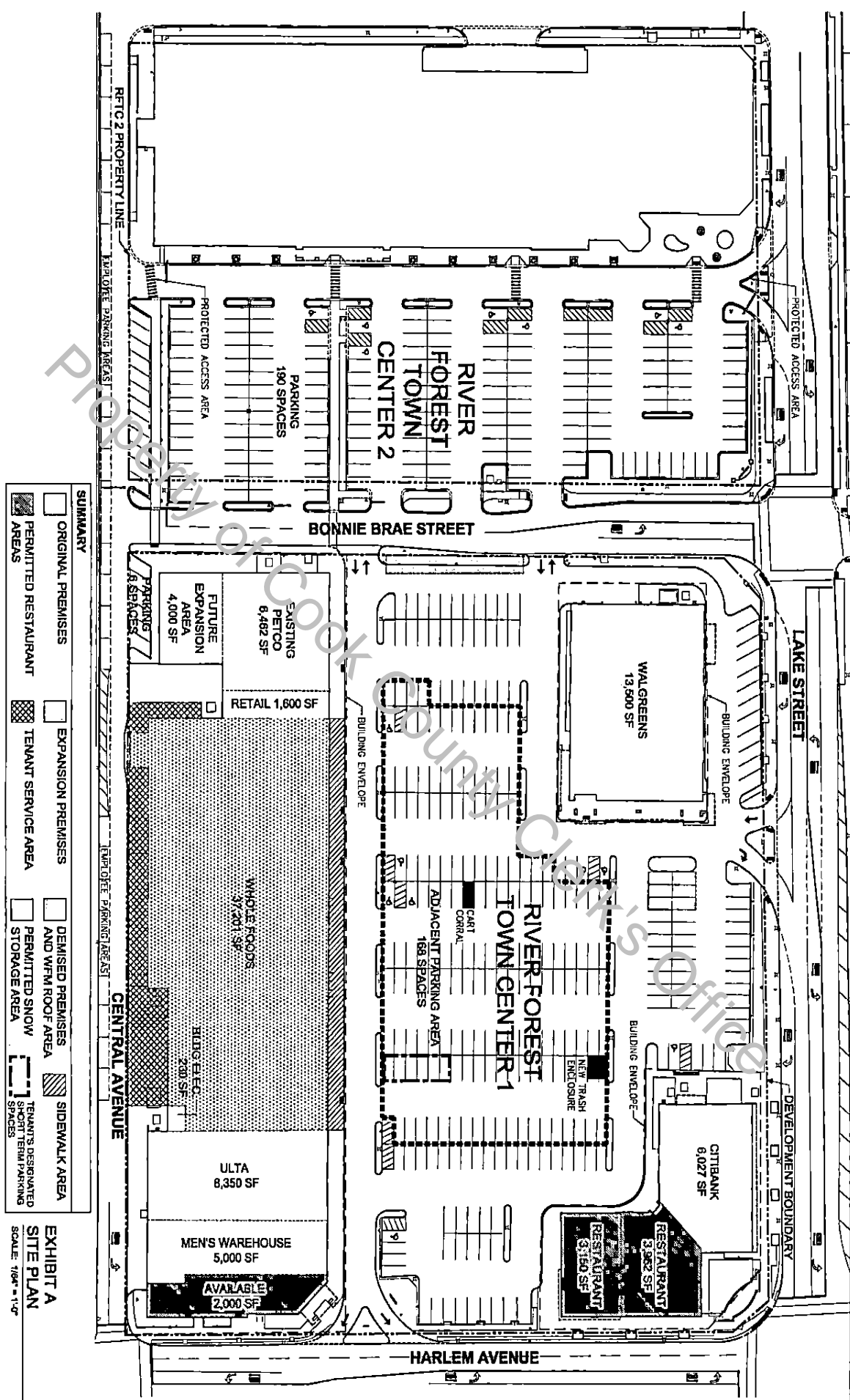
COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

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CLIENT: RESTAURANT
 PROJECT: RIVER FOREST CENTER 2
 7750 HARLEM AVENUE
 CHICAGO, IL 60642

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- SUMMARY**
- ORIGINAL PREMISES
 - PERMITTED RESTAURANT AREAS
 - EXPANSION PREMISES
 - TENANT SERVICE AREA
 - DEMISED PREMISES AND WITH ROOF AREA
 - PERMITTED SNOW STORAGE AREA
 - SIDEWALK AREA
 - TENANT'S DESIGNATED SHORT TERM PARKING SPACES

EXHIBIT A
SITE PLAN
 SCALE: 1/8" = 1'-0"

DATE PLOTTED: RIVER FOREST CENTER 2
DATE PLOTTED: RIVER FOREST CENTER 2
DATE PLOTTED: RIVER FOREST CENTER 2

OKM
 1000 N. LAKE STREET, SUITE 1000
 CHICAGO, IL 60610
 TEL: 312.467.1000
 FAX: 312.467.1001
 WWW.OKM.COM



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Exhibit B

Legal Description of Development

[attached]

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COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

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Legal
Description

PARCEL 1:

LOTS 1, 2, 3, 4 AND 5 SCHLUND'S SUBDIVISION OF LOTS 1 TO 5 AND THE EAST 1/3 OF LOT 6 IN BLOCK 1 IN HARLEM, QUICK'S SUBDIVISION OF PART OF THE NORTH EAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN

15-12-222-001

ALSO

THE WEST 2/3 OF LOT 6 AND THAT PART OF LOT 7 WHICH LIES EAST OF THE EAST LINE OF THE WEST 30 FEET OF THE EAST 2/3 OF LOT 7 IN BLOCK 1, IN HARLEM, QUICK'S SUBDIVISION OF PART OF THE NORTH EAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ALSO.

PIN

15-12-222-002

PARCEL 2:

LOTS 8, 9, 10 AND 11 AND THE WEST 1/3 OF LOT 7 IN BLOCK 1, IN HARLEM, QUICK'S SUBDIVISION OF PART OF THE NORTH EAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN

15-12-222-003

PARCEL 3:

LOTS 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 AND 22 IN BLOCK 1, IN HARLEM, QUICK'S SUBDIVISION OF PART OF THE NORTH EAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN

15-12-222-003

PARCEL 4:

THAT PART OF THE VACATED 30 FOOT STRIP OF LAND KNOWN AS GARDEN STREET WHICH LIES EAST OF A SOUTHWARD EXTENSION OF THE EAST LINE OF THE WEST 30 FEET OF THE EAST 2/3 OF LOT 7 AND WEST OF A NORTHERN EXTENSION OF THE EAST LINE OF LOT 22 IN BLOCK 1, IN HARLEM, QUICK'S SUBDIVISION OF PART OF THE NORTH EAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN

15-12-222-004

PARCEL 5:

THAT PART OF THE 30 FOOT STRIP OF LAND KNOWN AS GARDEN STREET WHICH LIES EAST OF A SOUTHWARD EXTENSION OF THE WEST LINE OF LOT 11 AND WEST OF A SOUTHWARD EXTENSION OF THE EAST LINE OF THE WEST 30 FEET OF THE EAST 2/3 OF LOT 7 IN BLOCK 1, IN HARLEM, QUICK'S SUBDIVISION OF PART OF THE NORTH EAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN

15-12-222-005

PIN

15-12-222-020

PIN

15-12-222-023

ALSO

THAT PART OF THE WEST 30 FEET OF THE EAST 2/3 OF LOT 7 WHICH LIES SOUTH OF AN EASTWARD EXTENSION OF THE NORTH LINE OF THE WEST 1/3 OF LOT 7 AND NORTH OF AN EASTERN EXTENSION OF THE SOUTH LINE OF THE WEST 1/3 OF LOT 7 IN BLOCK 1, IN HARLEM, QUICK'S SUBDIVISION OF PART OF THE NORTH EAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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Exhibit L

Prohibited Uses

1. Any movie theater, bowling alley, dance hall or discotheque.
2. Schools of any nature (including, without limitation any cooking school or cooking classes (except as such may be run by Tenant), beauty school, barber college, reading room, place of instruction, or any other operation serving primarily students or trainees rather than retail customers).
3. Any church, synagogue or other religious facility.
4. Any gasoline or service station, automotive service or repair business.
5. Any facility for the sale, lease or rental of automobiles, trucks, motorcycles, recreational vehicles, boats or other vehicles.
6. Except for any use associated with the operation of a grocery store by Tenant (e.g., an in store brew pub), any manufacturing facility or any industrial or distribution uses.
7. Any dry cleaner (except that a drop off/pick up only type of facility shall be allowed).
8. Any retail operation in which more than twenty (20%) percent of the sales area of such operation is used for the display and/or sale of clothing or goods commonly referred to as close outs, manufacturer's overruns, or excess inventory or manufacturer's seconds or imperfect merchandise; provided, however, the foregoing shall not prohibit TJ Maxx, Burlington, Marshalls, Nordstrom Rack, or Ross from the Development.
9. Any "second hand" store, used clothing or thrift store, pawn shop, salvation army type store, "surplus" store or liquidation outlet.
10. Any large format discount retailer (such as, without limitation, Wal Mart and Target).
11. Any "dollar" stores such as Family Dollar.
12. Any mortuary or funeral parlor.
13. Any coin operated laundry.
14. Any children's recreational, educational or day-care facility.
15. Any massage parlor (except that a therapeutic massage facility such as "Massage Envy" shall be allowed).
16. Any marijuana dispensary, store or shop.
17. Any office or residential uses.
18. Any type of use that is inconsistent with the customary character of a first class retail shopping center (such as, without limitation, any "head" shop, adult book shop or adult movie house, or tattoo or piercing parlor).

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Exhibit O

Use Restrictions Contained In The Pre-Existing Lease

Landlord may permit within the Development only the following restaurant uses:

1. The area labeled on Exhibit A to the Pre-Existing Lease as Restaurant (7,000 SF) may be used for a sit-down style restaurant use;
2. One (1) additional sit-down style restaurant within the Development, not to exceed 3,500 square feet, may be permitted if and only if such restaurant serves only breakfast and lunch (i.e. the restaurant may not serve dinner); and
3. One (1) additional area within the Development may be used for a carry-out restaurant only (that is, a restaurant which sells food solely for off-premises consumption and which has no seating or consumption on the premises).

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