

Prepared by and after recording return to: CODE BOOK, ILLINOIS
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MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is dated as of the 1st day of January, 1993, and is entered into between LA SALLE NATIONAL TRUST, N.A., as successor trustee to LA SALLE NATIONAL BANK, a national banking association, not individually but as Trustee under that certain Trust Agreement dated November 1, 1976, and known as Trust No. 45500 (the "Trust") ("Landlord") and NORDSTROM, INC., a Washington corporation ("Tenant").

WHEREAS, Landlord and Tenant have entered into a lease dated the date hereof (the "Lease"), whereby Landlord has ground leased the premises legally described on Exhibit "C" hereto (the "Premises") to Tenant;

WHEREAS, the Premises are located in the Old Orchard Center in Skokie, Illinois (the "Shopping Center") a certain portion of which is owned by the Landlord (the "Landlord's Tract") legally described on Exhibit "A" attached hereto;

WHEREAS, Landlord and Tenant desire to enter into this Memorandum of Lease which is to be recorded in order that third parties may have notice of Tenant's interest in the Premises and the Lease.

NOW, THEREFORE, in consideration of the rents and covenants provided for in the Lease to be paid and performed by Tenant hereunder, Landlord has leased to Tenant and Tenant has leased from Landlord, the Premises upon the terms and conditions set forth in the Lease, which terms and conditions are incorporated herein by this reference.

1. **Term.** The initial term of the Lease commences on the date hereof and ends with the last day of the month in which the thirtieth (30th) anniversary of the Opening Date (hereinafter defined) occurs, unless sooner terminated or extended as provided in the Lease. "Opening Date" means the date on which Tenant opens its Store (as defined in the Lease) in the Shopping Center for business to the public. Tenant is granted ten (10) separate, successive periods of five (5) years each to renew the term of the Lease.

2. **Easements.** Pursuant to the terms and conditions of the Lease, Landlord has granted to Tenant various easements, including easements for ingress, egress and vehicular parking over the common area portions of the Landlord's Tract. Landlord and Tenant have granted to each other nonexclusive easements for the purpose of construction, reconstruction, erection, removal and maintenance to each other's tracts.

Landlord has granted to Tenant nonexclusive easements for utilities. Landlord and Tenant have granted to each other an easement for the construction and attachment of pedestrian bridges.

3. **Changes to Landlord's Tract.** The Lease contemplates construction of certain buildings, a parking structure and common areas on the Landlord's Tract over which Tenant has approval and consulting rights.

4. **Operator.** Old Orchard Urban Venture, a general partnership and the beneficiary under the Trust, is a signatory to the Lease and has agreed to perform and to assume responsibility jointly and severally with Landlord for the obligations of Landlord under the Lease.

5. **Addresses of the Parties.** The addresses of the parties, until changed as provided in Section 40 of the Lease, are set forth in the Lease as follows:

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Landlord: UIDC Management, Inc.
900 North Michigan Avenue
Chicago, Illinois 60611
Attention: Senior Vice
President-Management

with a copy to: Urban Investment and Development Co.
900 North Michigan Avenue
Chicago, Illinois 60611
Attention: Law Department

with a copy to: Urban Investment and Development Co.
900 North Michigan Avenue
Chicago, Illinois 60611
Attention: Executive Vice President

Tenant: Nordstrom, Inc.
1501 Fifth Avenue
Seattle, Washington 98101
Attention: Real Estate Notices

6. **Conflicts with Lease.** This Memorandum of Lease is intended to provide notice of the Lease and Tenant's interests in and appurtenant to the Premises. The terms of this Memorandum of Lease shall not be interpreted to modify or amend the respective rights and obligations of the Landlord and Tenant under the Lease, and in the event of any conflict between the terms of the Lease and this Memorandum of Lease, the terms of the Lease shall prevail.

EXECUTED as of the day first above written.

LANDLORD:

LA SALLE NATIONAL TRUST, N.A., as successor trustee to LA SALLE NATIONAL BANK, a national banking association, not individually but as Trustee under a certain Trust Agreement dated November 1, 1976, and known as Trust No. 45500

By: [Signature]
Its Senior Vice President

BENEFICIARY:

OLD ORCHARD URBAN VENTURE
A Florida General Partnership

By: Urban Investment and Development ~~general~~
Company, a Florida ~~Corporation~~
its general partner

By: [Signature]
Its Executive Vice President

TENANT:

NORDSTROM, INC.

By: [Signature]
David L. Mackie
Its Vice President

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Legal Description

PARCEL 1:

LOTS 1, 2, 6 AND 7 IN OLD ORCHARD, BEING A SUBDIVISION IN THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART OF LOT 7 THEREOF CONVEYED TO THE STATE OF ILLINOIS BY DEED FILED FEBRUARY 11, 1967 AS DOCUMENT LR 2311547; ALSO EXCEPT THAT PART OF LOT 1 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 601.85 FEET TO THE POINT OF BEGINNING, BEING A CORNER OF SAID LOT 1; THENCE SOUTH 89 DEGREES, 33 MINUTES, 37 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 235.00 FEET; THENCE NORTH 00 DEGREES, 26 MINUTES, 23 SECONDS WEST 116.14 FEET; THENCE NORTH 89 DEGREES, 33 MINUTES, 37 SECONDS EAST 235.89 FEET TO THE EAST LINE OF SAID LOT 1; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG SAID EAST LINE, A DISTANCE OF 116.14 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 1 TO 40 INCLUSIVE IN BLOCK 2 AND LOTS 1 TO 23 INCLUSIVE AND LOTS 26 TO 40 INCLUSIVE IN BLOCK 3, TOGETHER WITH ALL OF THE VACATED NORTH AND SOUTH ALLEYS, 16 FEET WIDE, IN SAID BLOCKS 2 AND 3; ALSO ALL OF VACATED PAYNE STREET, 66 FEET WIDE, LYING BETWEEN AND ADJOINING SAID BLOCKS 2 AND 3, FROM THE WEST LINE OF LAVERGNE AVENUE TO THE EAST LINE OF LAWLER AVENUE; ALSO THE SOUTH 33 FEET OF VACATED GRANT STREET, 66 FEET WIDE; LYING NORTH AND ADJOINING SAID BLOCK 2, BETWEEN THE WEST LINE OF LAVERGNE AVENUE AND THE EAST LINE OF LAWLER AVENUE; ALSO THAT PART OF VACATED LAVERGNE AVENUE, 33 FEET WIDE, LYING BETWEEN THE NORTH LINE OF LOT 15 IN SAID BLOCK 3 EXTENDED EAST AND THE NORTH LINE OF SAID SOUTH 33 FEET OF VACATED GRANT STREET EXTENDED EAST; ALL IN HARMSWOOD MANOR, BEING A SUBDIVISION OF THE EAST 15 ACRES OF THE SOUTH 30 ACRES OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF LOT 5 IN OLD ORCHARD, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED APRIL 1, 1957 AS DOCUMENT NO. 16864547, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 5; THENCE S 89° 33' 37" W ALONG THE NORTH LINE OF SAID LOT 5 A DISTANCE OF 279.00 FEET TO A CORNER OF SAID LOT 5; THENCE S 11° 33' 14" W ALONG THE WEST LINE OF SAID LOT 5 A DISTANCE OF 190.06 FEET TO THE POINT OF BEGINNING; THENCE S 73° 57' 55" E 85.45 FEET; THENCE S 00° 00' 00" E 255.96 FEET; THENCE N 74° 37' 55" W A DISTANCE OF 136.87 FEET TO THE WEST LINE OF SAID LOT 5; THENCE N 11° 33' 14" E ALONG THE WEST LINE OF SAID LOT 5 A DISTANCE OF 246.75 FEET TO THE PLACE OF BEGINNING, CONTAINING 0.62777 ACRES, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF LOT 3 IN OLD ORCHARD, BEING A SUBDIVISION IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 1, 1957 AS DOCUMENT NO. 16864547, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EASTERLY LINE OF SAID LOT 3, BEING 168.73 FEET NORTHEASTERLY OF THE MOST SOUTHERLY CORNER THEREOF; THENCE N 00° 00' 26" E 75.00 FEET; THENCE S 89° 59' 34" E 27.70 FEET TO THE EASTERLY LINE OF SAID LOT 3; THENCE S 20° 03' 00" W ALONG SAID EASTERLY LINE, 80.82 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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LEGAL DESCRIPTION
OF NONSTROM PREMISES

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 7; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 7, A DISTANCE OF 129.54 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 364.54 FEET; THENCE NORTH 03 DEGREES 20 MINUTES 12 SECONDS EAST 28.30 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 03 DEGREES 20 MINUTES 12 SECONDS EAST 81.61 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG A CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 300.00 FEET, AN ARC DISTANCE OF 85.20 FEET TO A POINT OF REVERSE CURVATURE, THE CHORD OF SAID ARC HAVING A LENGTH OF 84.92 FEET, AND A BEARING OF NORTH 11 DEGREES 28 MINUTES 23 SECONDS EAST; THENCE NORTHERLY ALONG A CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 300.00 FEET, AN ARC DISTANCE OF 34.22 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 34.06 FEET, AND A BEARING OF NORTH 09 DEGREES 48 MINUTES 17 SECONDS EAST; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 92.44 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 15 SECONDS WEST 203.74 FEET; THENCE WESTERLY ALONG A CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 100.00 FEET, AN ARC DISTANCE OF 75.28 FEET, THE CHORD OF SAID ARC HAVING A LENGTH OF 73.51 FEET, AND A BEARING OF NORTH 89 DEGREES 59 MINUTES 15 SECONDS WEST; THENCE NORTH 89 DEGREES 59 MINUTES 15 SECONDS WEST 85.74 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 45 SECONDS EAST 142.00 FEET; THENCE NORTH 80 DEGREES 59 MINUTES 15 SECONDS WEST 49.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 45 SECONDS EAST 9.00 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVE, CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 35.00 FEET, AN ARC DISTANCE OF 18.08 FEET, THE CHORD OF SAID ARC HAVING A LENGTH OF 36.23 FEET, AND A BEARING OF NORTH 31 DEGREES 09 MINUTES 26 SECONDS WEST; THENCE SOUTHWESTERLY ALONG A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 7.33 FEET, AN ARC DISTANCE OF 13.20 FEET, THE CHORD OF SAID ARC HAVING A LENGTH OF 11.49 FEET, AND A BEARING OF SOUTH 50 DEGREES 21 MINUTES 02 SECONDS WEST; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 412.75 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 47.12 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 42.43 FEET, AND A BEARING OF SOUTH 45 DEGREES 00 MINUTES 00 SECONDS EAST; THENCE NORTH 50 DEGREES 00 MINUTES 00 SECONDS EAST 353.92 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 45.38 FEET TO THE POINT OF BEGINNING, THE CHORD OF SAID ARC HAVING A LENGTH OF 41.17 FEET, AND A BEARING OF NORTH 46 DEGREES 40 MINUTES 06 SECONDS EAST, IN COOK COUNTY, ILLINOIS

CKA: Old Orchard Shopping Center
Skokie, Illinois

PIN: 10-09-411-053-0000

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