



200211130194

Skagit County Auditor

11/13/2002 Page 1 of 6 3:38PM

After Recording Return To:

Peter B. Loughman
155 N. Michigan Ave., Suite 600
Chicago, IL 60601

Document Title(s)

Memorandum of Lease

ISLAND TITLE CO. 819585

Reference Number(s) of Document being modified:

Memorandum of Lease recorded 4-18-01 as Doc. No. 200104180072

Grantor(s)

PPR Cascade LLC

Grantee(s)

Apple Northwest LLC

Legal Description

Part of Lot 6, Skagit County binding Site Plan being a
pth. SE1/4 NE 1/4 & E 1/2 SE 1/4, Section 6, T 34 N,
R 4 East of Willamette Meridian
Additional Legal is on Page 5 of document.

Assessors Tax Parcel/Account Number

340406-4-001-0019

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S

INDEXING FORM (Cover Sheet)

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Peter B. Loughman, Esq.
155 N. Michigan Avenue, Suite 600
Chicago, Illinois 60601

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "Memorandum") dated as of October 22, 2002, is made by and between, PPR CASCADE, LLC, a Delaware limited liability company ("Landlord"), and APPLE NORTHWEST, LLC, a Washington limited liability company ("Tenant").

WITNESSETH

WHEREAS, Landlord is the owner of certain property located in the City of Burlington, State of Washington, hereinafter referred to as the Premises (as hereinafter defined).

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed by and between the parties as follows:

1. Premises. Landlord by that certain Ground Lease Agreement dated April 6, 2001, as amended, (the "Lease") has demised and leased to Tenant and Tenant has leased from Landlord, upon and subject to the terms, covenants and conditions set forth in the Lease certain premises known as Pad "#1" consisting of approximately nine thousand six hundred fifty (9,650) square feet of land area ("Premises") at the property commonly known as Cascade Mall ("Center") located in the City of Burlington, State of Washington, and the non-exclusive right to use the Common Area, and for access over the Common Area and to/from the Premises and adjacent public roads, as more particularly set forth in the Lease. The approximate location of the Center and the Premises is depicted on Exhibit A attached hereto. The Premises is more particularly described on Exhibit B attached hereto.

2. Defined Terms. Capitalized terms used herein without definition shall have the meaning given such terms in the Lease.

3. Term. The initial Term of the Lease is approximately ten (10) years. Tenant has the right to extend the Term of the Lease by exercising one (1) option of ten (10) years, and one (1) option of five (5) years.

4. Conflict. This Memorandum has been prepared and recorded for the purpose of providing notice of the Lease, is subject to the terms and provisions of the Lease, and is not intended and shall not be construed to alter, modify, limit, abridge, supplement or enlarge any of the terms or provisions of the Lease. In the event of a conflict of any of the terms or provisions of the Lease with any term or provision of this Memorandum, the Lease shall prevail.

5. Termination of Memorandum. Upon the expiration of the Term of the Lease (as the same may be extended by any Option Term) or earlier termination thereof, Landlord and Tenant agree to promptly execute and record any documentation required in order to release the effect of this Memorandum.

6. Counterparts. This Memorandum may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the

Cascade Mall
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same instrument. The signature pages of any counterpart may be detached therefrom without impairing the legal effect of the signatures thereto, provided such signature pages are attached to any other counterpart identical thereto except having additional signature pages executed by other parties to this Memorandum attached thereto.

7. Termination/Release of Previous Memorandum. Landlord and Tenant hereby agree that the Memorandum of Lease dated April 6, 2001, recorded with the county recorder of Skagit County, State of Washington, on April 18, 2001, document no. 200104180072 (the "Previous Memorandum"), shall be deemed terminated, released and reconveyed, and shall no longer be deemed to be an encumbrance on the Premises or the Center, and Landlord and Tenant hereby authorize the title company which records this Memorandum to take whatever action is reasonably necessary to cause the Previous Memorandum to be removed as an encumbrance on the Center and the Premises, and Landlord and Tenant shall reasonably cooperate as necessary, or as requested by the title company, to accomplish such termination, release and reconveyance of the Previous Memorandum.

IN WITNESS WHEREOF, the undersigned have executed this Memorandum as of the date first written above.

LANDLORD:

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

PPR CASCADE, LLC,
a Delaware limited liability company

NOV 13 2002

Amount Paid 10
Skagit Co. Treasurer:
By [Signature] Deputy

By: PACIFIC PREMIER RETAIL TRUST,
a Maryland real estate investment trust,
its sole member

By: [Signature]
Its: Vice Chairman of the Board

TENANT:

APPLE NORTHWEST, LLC,
a Washington limited liability company

By: [Signature]
Gregory G. Flynn
Its: President

[Acknowledgment pages follows.]



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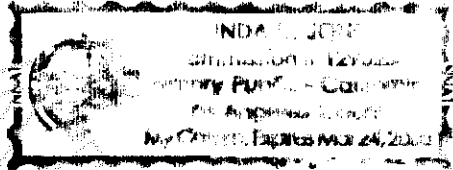
ACKNOWLEDGMENT

~~STATE OF WASHINGTON~~)
)
) SS.
COUNTY OF Los Angeles)

On Oct 22 2002 before me, Inda L. Joffe, Notary Public, personally appeared Dana K. [unclear], proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Inda L. Joffe
Notary Public



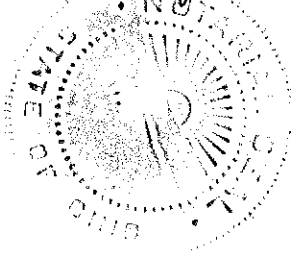
STATE OF CALIFORNIA OHIO)
)
) SS.
COUNTY OF SAN FRANCISCO Cuyahoga)

On Oct. 09, 2002 before me, Nancy Bole, Notary Public, personally appeared Gregory F. Flynn, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

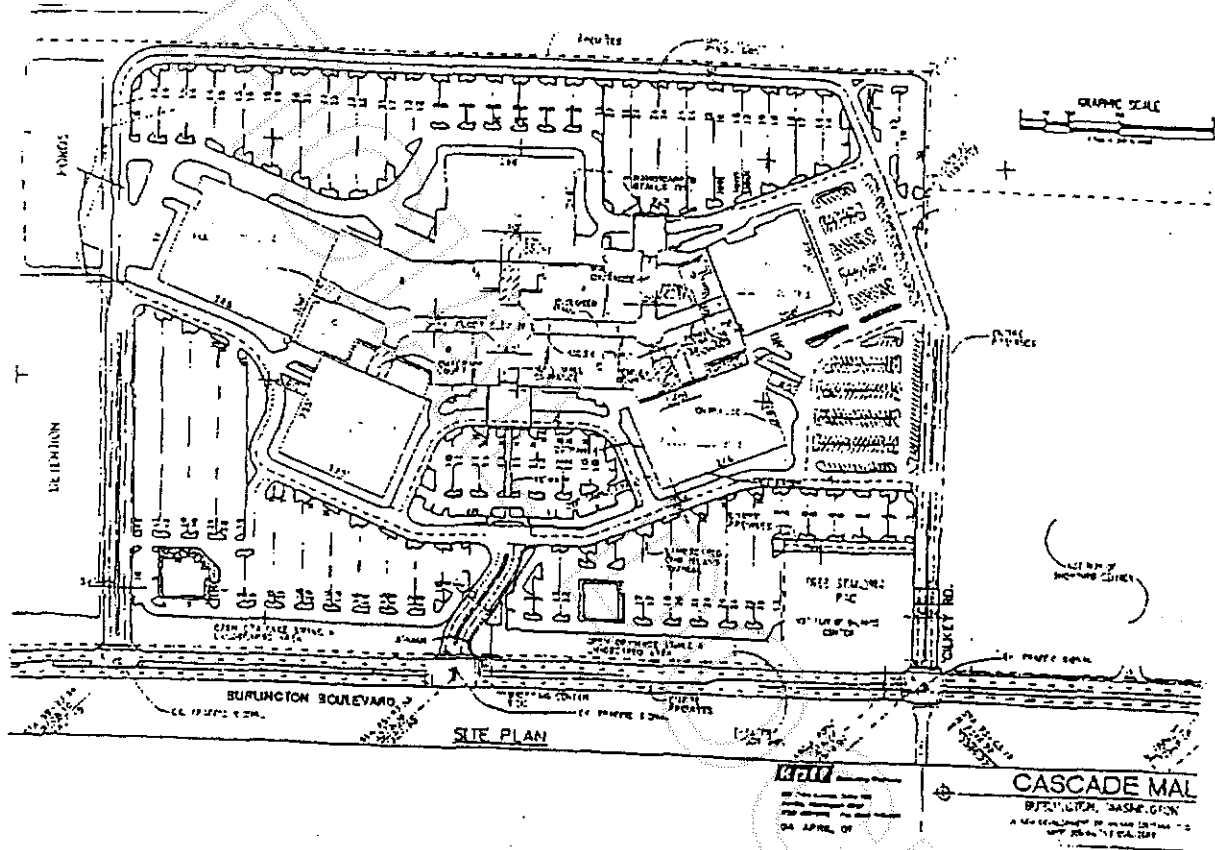
Nancy L. Bole
Notary Public

NANCY L. BOLE
Notary Public, State of Ohio, Cuyahoga, City
My Commission Expires 07-07-07



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EXHIBIT A
DEPICTION OF CENTER AND PREMISES



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Cascade Mall
Applebee's Neighborhood Bar & Grill
Memorandum of Lease
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EXHIBIT B

LEGAL DESCRIPTION OF PREMISES

That portion of Lot 6, "Cascade Mall Binding Site Plan" as recorded October 19, 1989 in Volume 8 of Short Plats, pages 170 through 180, inclusive, under Auditor's File No. 8910190065, records of Skagit County Washington, being in a portion of the East half of the Southeast quarter of Section 6, Township 34 North, Range 4 East, W.M. described as follows:

Commencing at the Southeast corner of Lot 5 of said Binding Site Plan, also being the Northeast corner of said Lot 6; **thence** South 0° 32' 18" East, along the East line of said Lot 6 and the West margin of Burlington Boulevard as shown on said Binding Site Plan, a distance of 1299.30 feet; **thence** at a right angle South 89° 27' 42" West, 77.05 feet to the **TRUE POINT OF BEGINNING**; **thence** continuing South 89° 27' 42" West, 130.16 feet; **thence** North 13° 00' 35" West, 10.58 feet; **thence** North 0° 32' 18" West, 28.18 feet; **thence** North 89° 27' 42" East, 14.41 feet; **thence** North 0° 32' 18" West, 38.64 feet; **thence** North 89° 27' 42" East, 118.04 feet to a point which lies North 0° 32' 18" West from the **TRUE POINT OF BEGINNING**; **thence** South 0° 32' 18" East, 77.15 feet to the **TRUE POINT OF BEGINNING**.

(Containing 9,650 square feet)

Situate in the City of Burlington, County of Skagit, State of Washington.

