



200702270131

Skagit County Auditor

2/27/2007 Page 1 of 7 11:56AM

200608170083

Skagit County Auditor

8/17/2006 Page 1 of 7 12:03PM

300608170083

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

Graham & Dunn PC
Pier 70
2801 Alaskan Way, Suite 300
Seattle, WA 98121
Attn: Maren K. Gaylor, Esq.

LAND TITLE OF SKAGIT COUNTY

118561-T

MEMORANDUM OF GROUND LEASE

Grantor: PPR CASCADE LLC,
a Delaware limited liability company

Grantee: JOHNNY CARINO'S OF SKAGIT VALLEY, LLC,
a Washington limited liability company

Legal Description:

Abbreviated: Lots 1, 2, 3, 4 and 6, Cascade Mall Binding Site Plan

Full: See Exhibit A attached hereto.

Tax Parcel Numbers: 340406-4-001-0019 and 340406-4-001-0900

***re-recorded to correct legal description*

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

AUG 17 2006

Argent Fund S
Skagit Co. Treasurer
By *[Signature]*

THIS MEMORANDUM OF GROUND LEASE is made and entered into as of this 9TH day of August, 2006, by and between PPR CASCADE LLC, a Delaware limited liability company ("Landlord") and JOHNNY CARINO'S OF SKAGIT VALLEY, LLC, a Washington limited liability company ("Tenant").

RECITALS:

Landlord and Tenant have entered into that certain Ground Lease dated July 13, 2005, as amended by that certain First Amendment to Ground Lease dated May 30, 2006 (collectively, the "Lease"), the terms, provisions and conditions of which are incorporated herein by reference to the same extent as if recited in their entirety herein, whereby Landlord has leased to Tenant

premises (the "Leased Premises") located at the Cascade Mall in Burlington, Washington (the "Shopping Center"), said Shopping Center being more particularly described in Exhibit A attached hereto.

Special reference is hereby made to the following terms and provisions of the Lease:

1. Term; Option to Extend. The term of the Lease (the "Lease Term") commenced on or about February 27, 2006 and continues through December 31, 2025, and the Rent Commencement Date is scheduled to occur on the earlier of the date Tenant opens for business or 240 days following July 22, 2006,.

Tenant has options to extend the Lease Term for two (2) successive options of five (5) years each, upon the same terms and conditions set forth in the Lease.

2. Exclusivity and Use. During the initial term of the Lease and the First Extended Term only, provided (a) the Premises are used continuously and exclusively for the Permitted Use provided at Section 1.14. and without closure for more than thirty (30) consecutive days for reasons other than casualty or condemnation, (b) Tenant is not in default of its monetary obligations under this Lease in excess of \$50,000.00, and (c) Tenant is (x) the Tenant entity listed on page 1 of the lease, (y) Greg and/or Teresa Hubert, or (z) Tenant's Franchisor, then Landlord shall not, at any time during the Lease Term give its consent, if required, nor enter into a lease with (or otherwise transfer an interest to, or grant a right for) an Occupant in the Center as the operation of a full service, moderately-priced, casual dining restaurant serving principally and primarily Italian cuisine and operating in 3,500 square feet or more ("Use Preference"), including without limitation such operations substantially similar to those operations as are currently operated under the trade names of "Macaroni Grill," "Olive Garden," "Buca de Beppo," "California Pizza Kitchen," "Boston Gourmet Pizza," "Maggiano's" or "Biaggi's". This provision does not apply to (i) any existing Occupant, as of the Effective Date of the Lease, that operates or is permitted to operate its business in the Center (including successors and assigns of such Occupants), (ii) any Occupant occupying less than 3,500 square feet in the Center, (iii) any Major Occupant and (iv) any expanded portion of the Center, if the Center is expanded beyond the boundary thereof existing on the date of this Lease.

This Memorandum is executed for the purpose of recordation in the Official Records of Skagit County, Washington, in order to give notice of the terms and provisions of the Lease and is not intended and shall not be construed to define, limit or modify the Lease. In the event of a conflict between the terms hereof and the terms of the Lease, the terms of the Lease shall control. This Memorandum may be executed in counterparts.

CONTINUED ON THE NEXT PAGE



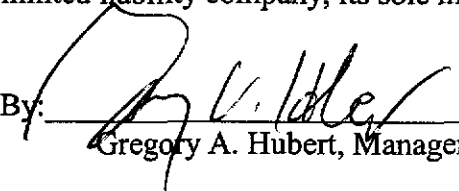
IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Option as of the day and year first above written.

"TENANT"

Johnny Carino's of Skagit Valley, LLC,
a Washington limited liability company

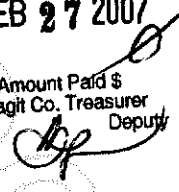
By: Northwest Johnny Carino's L.L.C.,
a Washington limited liability company,
its sole member

By: Restaurant Development Company
of America LLC, a Washington
limited liability company, its sole member

By: 
Gregory A. Hubert, Manager

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

FEB 27 2007

Amount Paid \$
Skagit Co. Treasurer
By:  Deputy

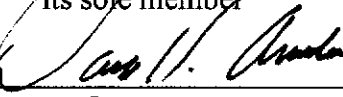
SIGNATURES CONTINUE ON THE NEXT PAGE



"LANDLORD"

PPR CASCADE LLC,
a Delaware limited liability company

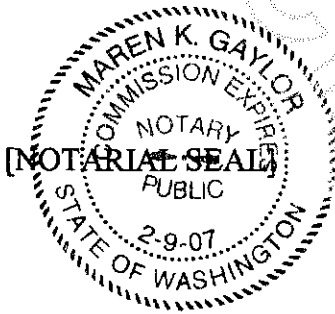
By: PACIFIC PREMIER RETAIL TRUST,
a Maryland real estate investment trust,
its sole member

By: 
Name: DANA K. ANDERSON
Title: Vice Chairman



STATE OF WASHINGTON)
) SS.
COUNTY OF KING)

The foregoing instrument was acknowledged before me on August 2, 2006 by Gregory A. Hubert as the Manager of Restaurant Development Company of America LLC, a Washington limited liability company, the sole member of Northwest Johnny Carino's L.L.C., a Washington limited liability company, the sole member of JOHNNY CARINO'S OF SKAGIT VALLEY, LLC, a Washington limited liability company, on behalf of the company.



Maren K Gaylor
NOTARY PUBLIC in and for the State of Washington, residing at Penton
My commission expires: 2/9/2007



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

} ss.

On August 9, 2006, before me, Linda K. Jones, Notary Public

Date

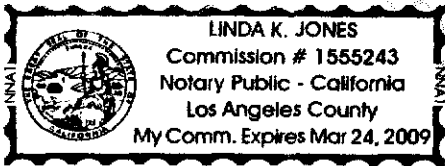
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Dana K. Anderson ---

Name(s) of Signer(s)

personally known to me

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.



Place Notary Seal Above

WITNESS my hand and official seal.

Linda K. Jones

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Memorandum of Ground Lease/Johnny Carino's of Skagit Valley

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____



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Skagit County Auditor

Exhibit A

PARCEL "A":

Those portions of Lots 3 and 6, as shown on "CASCADE MALL BINDING SITE PLAN", recorded in Book 8 of Short Plats, pages 170 through 180, under Auditor's File No. 8910190065, records of Skagit County, Washington, more particularly described as follows:

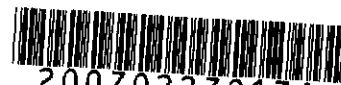
Beginning at the East $\frac{1}{4}$ corner of Section 6, Township 34 North, Range 4 East, W.M.,
thence South $0^{\circ}32'18''$ East along the East line of said section a distance of 1355.19 feet;
thence South $89^{\circ}27'43''$ West a distance of 134.99 feet to the Southeast corner of said Lot 3;
thence North $0^{\circ}25'23''$ East along the East line of said Lot 3 a distance of 274.13 feet to the True Point of Beginning;
thence South $36^{\circ}32'16''$ West a distance of 12.11 feet;
thence North $53^{\circ}27'44''$ West a distance of 118.51 feet;
thence North $0^{\circ}32'18''$ West a distance of 58.76 feet;
thence North $37^{\circ}29'24''$ East a distance of 72.14 feet;
thence South $52^{\circ}30'36''$ East a distance of 58.74 feet to the beginning of a curve to the left having a radius of 128.50 feet;
thence along the arc of said curve passing through a central angle of $30^{\circ}57'55''$ an arc distance of 69.45 feet;
thence South $04^{\circ}02'15''$ West a distance of 51.35 feet;
thence South $36^{\circ}32'16''$ West a distance of 79.82 feet to the intersection of the East line of said Lot 3 and the True Point of Beginning.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

Those certain non-exclusive easements as described in that certain Declaration of Restrictions and Grant of Easements" by Pan Pacific Development (Cascade) Inc., recorded July 21, 1989 under Auditor's File No. 8907210046 and amended by instruments recorded October 30, 1997 and May 8, 1998 under Auditor's File Nos. 9710300078 and 9805080072, respectively, affected by Assignment of Reciprocal Easement Agreements dated February 18, 1999, recorded February 24, 1999, under Auditor's File No. 9902240173.

Situate in the County of Skagit, State of Washington.



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2/27/2007 Page

7 of

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