

997258

RVL:al  
080288

RECORD AND RETURN TO:  
Ronald V. Lombardi, Esq.  
Toys "R" Us, Inc.  
461 From Road  
Paramus, New Jersey 07652

MERRILLVILLE, IND. (KRU)  
#0897L

PREPARED BY: *Ronald V. Lombardi*  
Ronald V. Lombardi, Esq.

MEMORANDUM OF LEASE

MEMORANDUM made this \_\_\_\_\_ day of August, 1988, between MERRILLVILLE PLAZA ASSOCIATES, a Michigan partnership, having an office at ~~7071 Orchard Lake Road, West Bloomfield, Michigan 48033~~ One Pierce Place, Suite 400, Itasca, Illinois 60143-2681 ("Landlord") and TOYS "R" US, INC., a Delaware corporation, having an office at 461 From Road, Paramus, New Jersey 07652 ("Tenant").

Preliminary Statement

Landlord is the owner of certain real property consisting of approximately 21.1 acres and known as Merrillville Plaza as more particularly described on Exhibit A annexed hereto (the "Shopping Center"). Landlord and Tenant have, on the date hereof, entered into a lease (the "Lease") demising the portion of the Shopping Center described on Exhibit B annexed hereto (the "Demised Premises") to Tenant. In connection therewith Landlord and Tenant have entered into this Memorandum to confirm the demise of the Demised Premises and to provide notice to any interested party of such demise and of the terms and provisions of the Lease.

NOW, THEREFORE, the parties state as follows:

The Lease is now in effect and shall terminate on the date which is the first to occur of: (i) the last day of the final "Lease Year" (as said term is defined in the Lease); or (ii) January 31, 2014. The Lease provides Tenant with options to renew the Lease for 5 additional periods of 5 years each.

The Lease further provides for reciprocal easements and other covenants and restrictions with regard to the Demised Premises and the Shopping Center / including, but not limited to those\* set forth in Exhibit C annexed hereto. In connection therewith,

**FILED**

SEP 13 1988

*Anna M. Anton*  
AUDITOR LAKE COUNTY

LILLIAN A. BLASTICK  
RECORDER LAKE COUNTY  
CROWN POINT, INDIANA 46307

SEP 14 9 18 AM '88

11-50

Tenant has been granted certain rights affecting the "Common Areas" (as defined in the Lease), and parking areas of the Shopping Center and certain restrictions have been placed upon the Shopping Center.

This Memorandum is subject to all of the terms, conditions and limitations set forth in the Lease and the Lease is hereby incorporated herein for all purposes with the same effect as though the terms and conditions thereof were set forth herein in their entirety.

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

~~Witness:~~

Landlord: See signature block below.  
~~MERRILLVILLE PLAZA~~  
~~a Michigan partnership~~

By: \_\_\_\_\_

By: \_\_\_\_\_

Attest:

Tenant:  
TOYS "R" US, INC.

By: Michael L. Tumolo  
Michael L. Tumolo  
Assistant Secretary

By: Michael Paul Miller  
Michael Paul Miller  
Sr. Vice President - Real Estate

Prepared By and Written  
Recorded Return to  
Ronald V. Lombardi, Esq.  
Toys "R" Us, Inc.  
461 From Road  
Paramus, New Jersey 07652

Landlord:  
MERRILLVILLE PLAZA ASSOCIATES,  
a Michigan partnership

By: Crow-Merrillville Partners Limited  
Partnership, a Texas limited partnership

By: Crow Chicago Retail, Inc.,  
a Texas corporation

Witness:

By: Anda K. Ketselsen

By: Timothy W. Barrett  
Timothy W. Barrett  
Its: President

STATE OF Illinois

COUNTY OF DuPage

On this the 31<sup>st</sup> day of August, 1988, before me, personally appeared Timothy W. Pa.sett, to me known and known to me to be a member of the partnership of Woodville Plaza Associates, the partnership described in and which executed the foregoing instrument and said partner acknowledged that he executed the foregoing instrument for and in behalf of said partnership.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Anda K. Ketelsen

Notary Public

My Commission Expires 1/3/1989

[SEAL]

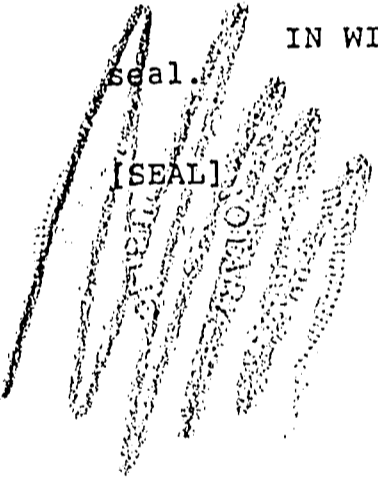
STATE OF

COUNTY OF

On this the 30th day of August, 1988, before, the undersigned officer, personally appeared Michael Paul Miller and Michael L. Tumolo who acknowledged themselves to be the Sr. VP - Real Estate and Assistant Secretary, respectively, of Toys "R" Us, Inc., a Delaware corporation and that they as such Sr. VP - Real Estate and Assistant Secretary being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of said corporation by themselves as Sr. VP - Real Estate and Assistant Secretary.

IN WITNESS WHEREOF, I hereunto set my hand and official

seal.



[SEAL]

Carolyn A. Donnelly  
Notary Public

CAROLYN A. DONNELLY  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires May 26, 1992

EXHIBIT A

Description of Shopping Center

22-15-21

DESCRIPTION OF PROPERTY: Parcel #1 - Part of the North  $\frac{1}{2}$  Section 23, Township 35 North, Range 8 West of the 2nd P.M., in Ross Township, Lake County, Indiana, lying Southwesterly of the 100 foot right-of-way of the Chesapeake and Ohio Railroad and North of the 200 foot right-of-way of U.S. Highway No. 30, described as follows: Commencing at the Northwest corner of said Section 23; thence South  $02^{\circ}42'00''$  East along the West line of said Section 23 a distance of 1598.93 feet to the point of beginning of this described parcel; thence North  $88^{\circ}25'00''$  East 1051.41 feet; thence North  $27^{\circ}18'00''$  East 147.49 feet more or less to the South line of said 100 foot wide Chesapeake and Ohio Railroad right-of-way; thence South  $62^{\circ}42'00''$  East along said South right-of-way 353.34 feet to a point 1652.33 feet South  $62^{\circ}42'00''$  East from the West line of said Section 23 and measured along the South line of said Railroad right-of-way; thence South  $27^{\circ}18'00''$  West, 354.33 feet; thence North  $62^{\circ}42'00''$  West, 36.92 feet; thence South  $27^{\circ}18'00''$  West 614.54 feet more or less to the Northerly right-of-way line of U. S. Highway 30; thence Westerly along the Northerly line of said Highway 44.97 feet; thence North  $01^{\circ}35'00''$  West, 150 feet; thence South  $88^{\circ}25'00''$  East, 17.0 feet; thence North  $01^{\circ}35'00''$  West, 193.56 feet to the Northerly right-of-way of U. S. Highway No. 30; thence Westerly along the Northerly line of said Highway 210 feet to the East line of the American Oil property described in Deed recorded in Deed Record 1288 page 199; thence North  $02^{\circ}42'00''$  West 191.812 feet along said East line; thence South  $87^{\circ}18'00''$  350 feet to a point on the West line of said Section 23, that is 2287.90 feet South of the Northwest corner of said Section 23; thence North  $02^{\circ}42'00''$  West 688.97 feet to the point of beginning, containing 21.108 acres more or less.

EXHIBIT B

Description of Demised Premises

11 pc 22-15-27

KIDS - R - US PARCEL

Part of the North  $\frac{1}{2}$  Section 23, Township 35 North, Range 8 West of the 2nd P.M. in Ross Township, Lake County, Indiana, lying Southwesterly of the 100 foot right-of-way of the Chesapeake and Ohio Railroad and North of the 200 foot right-of-way of U.S. Highway No. 30, described as follows: Commencing at the Northwest corner of said Section 23; thence South  $02^{\circ} 42'00''$  East, along the West line of said Section 23 a distance of 842.20 feet; thence South  $62^{\circ} 42'00''$  East, 1213.33 feet; thence South  $27^{\circ} 18'00''$  West, 78.95 feet; to the point of beginning of the parcel about to be described; thence South  $62^{\circ} 42'00''$  East, 98.00 feet; thence South  $27^{\circ} 18'00''$  West, 233.5 feet; thence North  $62^{\circ} 42'00''$  West, 98.00 feet; thence North  $27^{\circ} 18'00''$  East, 233.5 feet, to the point of beginning. Containing .525 acres more or less.

EXHIBIT C

1. Landlord shall not operate, lease or permit any other store located in the Shopping Center or on any other property owned or leased by Landlord or any affiliate of Landlord which is contiguous or adjacent to the Shopping Center (or would be except for any intervening road, street, or alley) to be used primarily for the sale of infants', juvenile or children's clothing, apparel, shoes, accessories or furnishings or any other item specifically set forth in Article IV of this Lease. The foregoing covenant shall not be applicable if, for a period of twelve (12) consecutive months (not including any period (i) during which the Demised Premises are being altered, remodeled or renovated, (ii) after damage or destruction of the Demised Premises or a Taking, prior to full repair or restoration of the Demised Premises, or (iii) during which the use of the Demised Premises is affected by any event or condition of the kind referred to in Article 18), the Demised Premises is not being used for the sale of all or any of the following: infant, juvenile and children's clothing, apparel, shoes, accessories and furnishings, but said restriction shall be reinstated if Tenant resumes such operation in the Demised Premises, except with respect to any use commenced (or permitted) in any lease executed during a period when the restriction did not apply.
  
2. Landlord shall not (other than presently existing leases or renewals thereof) hereafter lease, rent or permit any other premises in the Shopping Center to be used or occupied as a theater, automobile repairs (mechanical or otherwise), bowling alley, sales of automobiles or other vehicles, bar serving alcoholic beverages (except as an incident to the restaurant operation), funeral parlor, massage parlor, discoteque, dancehall, social encounters, adult book store or store selling or exhibiting materials customarily sold in an adult book store; skating rink, car wash, offtrack betting establishment, amusement or game room, or fastfood operation incorporating a coin operated amusement room.