

13

450871 LD Diffitt Properties
126 E. 5th St, Mpls City 46360
Att: Richard Blank

91022919

SHORT FORM LEASE

THIS INDENTURE dated ~~March~~ ^{April 5th}, 1991, between THE FIRST CITIZENS BANK, national association, as Trustee under Document of Trust dated May 5, 1970 and known as Trust No. 607, as Landlord, and THE TJX COMPANIES, INC., a Delaware corporation, as Tenant.

CHICAGO TITLE INSURANCE COMPANY
INDIANA DIVISION

WITNESSETH:

1. In consideration of the rents, agreements and conditions on the part of Tenant to be paid, performed and observed as set forth in that certain lease of even date herewith by and between Landlord and Tenant, Landlord has demised and leased to Tenant, for the term hereinafter set forth, premises hereinafter described ("the Demised Premises") within the Shopping Center hereinafter described ("the Shopping Center") at the intersection of Ridge Road and Calhoun Street, Calumet Township, Lake County, Indiana together with the right to use a reasonable area for loading and unloading adjacent to each service door of the Demised Premises. The Shopping Center consists of the land (and all improvements that may from time to time be thereon) represented by the area outlined by a red line upon a certain plan ("the Lease Plan") attached to the Lake County Recorder marked Exhibit A.

The Demised Premises consist of a one story building ("the Main Building") of Eighty Thousand (80,000) square feet of ground floor area having a frontage and width of Four hundred (400) feet and a depth of two hundred (200) feet in the location designated as Area A upon a certain plan ("the Lease Plan") attached hereto as Exhibit A plus a mezzanine and covered service loading area each of the dimensions and in the location required pursuant to the provisions of Schedule C attached to said lease.

The Shopping Center is more particularly described as follows:

Key# 49-42-30451

A certain parcel of land, comprising part of the Southwest quarter of Section 24, Township 36 North, Range 9 West of the 2nd P.M. in Lake County, Indiana, being more particularly described as follows:

- Beginning at the Southwest corner of said Section 24; thence
- South 89° 03' 53" East along the South line of said Section 24, 1097.03 feet; thence
- North 0° 55' 33" West, 198.00 feet; thence
- North 89° 03' 53" West, 1097.03 feet to the West line of Section 24, thence
- South 0° 55' 33" East along the West line of said Section 24, 198.00 feet to the point of beginning.

Containing 4.98 acres more or less.

FILED

MAY 14 1991

Ann R. Carter
CLERK OF COURT

3700
cf

00825



STATE OF INDIANA/S.B. NO. 1
LAKE COUNTY
FILED FOR RECORD
MAY 15 9 53 AM '91

Key# 49-56-4

Also: Part of the Northwest quarter of the Northwest quarter of Section 25, Township 36 North, Range 9 West, of the 2nd P.M. in Lake County, Indiana, being more particularly described as follows:

Beginning at a point on the North line of the Northwest quarter of said Section 25, a distance of 300.02 feet East of the Northwest corner of said Section 25; thence

South $89^{\circ} 03' 55''$ East along the North line of said Section 25 a distance of 845.56 feet; thence

South $0^{\circ} 02' 20''$ West, 150.39 feet; thence

South $88^{\circ} 56' 20''$ East, 169.82 feet to the East line of the Northwest quarter of the Northwest quarter of said Section 25; thence

South $0^{\circ} 00' 25''$ West along said East line, 733.17 feet; to the Northerly line of Ridge Road; thence

North $83^{\circ} 52' 50''$ West along the Northerly line of Ridge Road a distance of 961.14 feet; thence

North $0^{\circ} 02' 30''$ East, 367.05 feet; thence

North $84^{\circ} 29' 15''$ West, 60.24 feet; thence

North $0^{\circ} 04' 20''$ West, 425.00 feet to the point of beginning.

Containing 16.10 acres more or less.

Tenant shall have the right at any time or times during the term hereof to use all or any part of the area designated on the Lease Plan as Area A-1 for the construction thereon of an addition ("the Addition") to the Demised Premises. The addition shall not exceed in the aggregate 15,000 sq. ft. of ground floor area and the construction thereof shall be at Tenant's sole cost and expense. To facilitate the construction of the Addition, Tenant may use any adjoining wall as a party or partition wall, may close any opening in any adjoining wall, and may demolish any part of any adjoining wall of the Demised premises. Tenant may also alter the Demised Premises and tie into the sewer, water and utility lines thereof so as to integrate the Addition and the Demised Premises.

In the event that Tenant shall construct the Addition then Tenant shall thereafter be permitted to construct to the rear of and abutting the Addition a paved area ("the New Service Area") equivalent to so much of the area labelled SERVICE upon the Lease Plan as is then occupied by the Addition and the New Service Area shall thereafter be included within the Service Roads (as hereinafter defined) of the Shopping Center for all purposes hereof.

also include

The Demised Premises, as a part thereof, subject to all provisions of this lease, the area having dimensions of one hundred (100) feet by one hundred (100) feet and containing ten thousand (10,000) square feet of ground area in the location designated on the Lease Plan as Area A-1 ("the Gas Area") and Tenant may thereafter construct and install its improvements therein.

2. The original term of this lease shall be a period of five (5) years and a fraction of a month commencing upon "the Commencement Date" (hereinafter defined), and terminating upon November 30, 1995.

Tenant shall have the right, at its election to extend the original term of said lease for four additional periods of five (5) years each and for one additional period of a fraction of a year ending upon the January 31st next following the expiration of the original term, or the original term as previously extended, as the case may be.

The Commencement Date is ~~March~~ April 29, 1991.

3. Said Lease also contains the following provisions:

"(a) Tenant and all persons having business with Tenant shall have the right to use, in common with all other occupants of the Shopping Center and all persons having business with such other occupants, for parking and access, all common areas of the Shopping Center, except only that adjacent to each service door of any store and adjacent to the parcel pick up station of the Demised Premises a reasonable area may be reserved for exclusive use for loading and unloading. Tenant shall have the right to use, from time to time, the sidewalks adjacent to the Demised Premises for sales purposes.

(b) No buildings or structures other than canopies attached to store buildings, lighting equipment, directional signs and other signs permitted by the provisions of this lease may be built in any area of the Shopping Center other than in the areas designated on the Lease Plan as Areas A, A-2, ~~A-3~~, B, C, A-1, D, E, F and G. Not more than twenty-five per cent (25%) of the ground area of Area E may contain buildings or other structures. Area G shall not contain more buildings or other structures than are shown therein on the Lease Plan. Area F shall contain not less than the minimum parking area required by law on the date hereof in connection with the uses conducted thereon as hereinafter expressly permitted. Pylon signs no larger than as existing on the date hereof shall be permitted in the locations shown therefor on the Lease Plan with no more or larger panels thereon than as existing on the date hereof.

(c) The areas labelled "PARKING" on the Lease Plan shall at all times be maintained as parking spaces and driveways and footways incidental thereto. The expression "Parking Areas" includes parking spaces and driveways and footways, and shall include those parking spaces, driveways, and footways within the areas labelled "PARKING" and such additional parking spaces, driveways and footways, if any, as may from time to time exist in the Shopping Center, at the election of Landlord. The areas marked "SERVICE" on the Lease Plan excepting reasonable areas for loading and unloading adjacent to service doors shall be maintained as service roads ("the Service Roads"). (The Parking Areas, the Service Roads, and such landscaping as shall exist in the Shopping Center, and the entrances and exits of the Shopping Center are called "the common areas"). Landlord agrees that at all times throughout the term of this lease there will be free and uninterrupted access between Ridge Road as shown on the Lease Plan and the common areas and all doors of the Demised Premises both for pedestrians and motor vehicles. The parking spaces, driveways and footways of the Shopping Center, the entrances and exits of the Shopping Center, the lighting equipment of the common areas and the traffic flow pattern of the common areas shall be laid out as existing on the date hereof and shall not be changed without the consent of Tenant in writing. If any highway median strip cross-over now

and except that the video store existing in the Shopping Center on the date hereof may contain up to five thousand (5,000) square feet of floor area

existing on Ridge Rd. or Calhoun Street or adjacent to the Shopping Center shall be relocated, or if the installation of a highway median strip hereafter shall include a cross-over adjacent to the Shopping Center, then Landlord shall make such relocation of the entrances and exits of the Shopping Center and the driveways of the Shopping Center and such changes in the traffic flow pattern of the common areas as shall be reasonably requested by Tenant to conform the same to the new median strip cross-over.

(d) Except as in this lease expressly otherwise permitted, without the written consent of Tenant: (A) no canopy of any store may extend more than twelve feet in height above the ground or more than twelve feet in depth from the store front line; (B) no parapet of any store may extend more than twenty feet above the ground; (C) no sign may be erected or maintained on the exterior of any store, in the common areas or in any other areas of the Shopping Center except directional signs and a sign upon the canopy or against the parapet of each store the characters of which sign shall not exceed six feet in height and the top of which sign shall not be more than twenty feet above the ground, (D) no sign visible from the exterior of any store shall have any bulbs or other form of lighting that go on and off intermittently, (E) no building within the Shopping Center shall have a second story or a basement and (F) no store within the Shopping Center, outside the Demised Premises may contain more than Four Thousand (4,000) square feet of floor area except that a supermarket may contain up to forty thousand (40,000) square feet of floor area, and a drugstore otherwise permitted under Paragraph 6 hereof may contain up to ten thousand (10,000) square feet of floor area. Notwithstanding the foregoing, and as an exception thereto, any store operated by, or under franchise from, and under the name of a national or regional chain store organization may have such parapet or identification sign upon its store as may be the characteristic parapet or identification sign of said chain store organization for all stores opened by said chain store organization at or about the time of the erection of such parapet or sign, provided that the highest point of such parapet or sign shall not be higher than thirty feet above the ground, and such store may contain up to 5000 square feet of floor area.

(e) Landlord agrees that at any times while a department store or a junior department store shall be operated in the demised premises, without the written consent of Tenant,

(A) the Shopping Center will not be used for any industrial purposes (repairs and alterations incidental to retailing not being deemed industrial);

(B) the Shopping Center (exclusive of the demised premises) will not be used for any of the following purposes, or any combination thereof:

Department store, junior department store or variety store.

Apparel store (including shoe stores and millinery stores) unless the same shall be operated (a) by, or under franchise from, a national or regional chain store organization under one of the nationally or regionally known names of said organization or (b) as a so-called higher priced store, as distinguished from a popular priced store.

Drug store unless the same shall have a prescription department employing a registered pharmacist.

Photography store.

Appliances store or appliances department in another store.

Toy store.

Juvenile furniture store.

Hardware store.

Sporting goods store.

(C) no food market or other food store within the Shopping Center may use more than eight thousand (8,000) square feet of its floor area for the display or sale of any or all of the following items:

apparel, including shoes and millinery; domestics, yarns and fabrics; housewares and hardware, except those used in the preparation of food in the home; electrical equipment and supplies; paint equipment and supplies; plumbing equipment and supplies; automotive equipment and supplies; gardening equipment and supplies; garden furniture; barbecues, jugs, picnic and barbecue equipment exclusive of paper and plastic supplies; toys; games; records; books; school supplies and stationery; greeting cards; luggage; sporting goods; appliances, except those used in connection with preparation of food in the home (but specifically excluding furniture, sinks and cabinets and appliances which are operated by electricity, gas or other form of energy other than hand operation); services offered by service departments such as shoe repair, barber, laundry, dry cleaner, beauty shop, optical, etc.; jewelry and gift ware; furniture, photography equipment and supplies; and items of food intended to be consumed on the premises sold in snack bars or by food vending machines.

(D) Area E and Area G shall be used only for a bank, restaurant or retail service store (as distinguished from a store operated for the retail sale of merchandise) except that Area G may also be used for a cinema and/or theatre.

(E) The Shopping Center shall not be used for any non-retail purposes (offices, storage, repairs and alterations incidental to retailing, barber shops, beauty salons, banks, small loans offices and gasoline service stations, not being deemed non-retail).

(F) The Shopping Center shall not be used for any entertainment purposes such as a cinema, theater, skating rink, bowling alley, bar, discotheque, dance hall, amusement gallery, poolroom, health club, massage parlor or off-track betting facility except for the cinema existing therein on April 1, 1986.

A regional or national chain store organization is a business organization operating at least ten stores under the same trade name in three or more states. (If any classification of business conducted in any store is a substantial part of the business of said store, said store shall be deemed for the purposes of this Paragraph 6 as a store of said classification. Any one store may thereby satisfy two or more classifications.)

("Selling area" is measured from center of aisle to center of aisle.)

(f) Intentionally Omitted.

(g) Landlord and Tenant shall jointly make reasonable rules and regulations for the operation of the common areas, including, but without limitation, to designate certain areas for employee parking. Such rules and regulations shall not be changed without the approval of Landlord and Tenant.

(h) Landlord agrees that without the consent of Tenant in writing no land adjacent to or near the Shopping Center will be integrated with the Shopping Center and that no persons shall have any rights in the common areas of the Shopping Center other than occupants of the Shopping Center and persons having business with such occupants. If any persons having business upon any other land adjacent to or near the Shopping Center shall use the common areas of the Shopping Center, Landlord will upon request of Tenant erect and maintain a fence along that boundary of the Shopping Center which abuts or is closest to such other land, to prevent pedestrians crossing of said boundary. "

4. Said Lease also contains other provisions restricting the uses to which the Demised Premises and the Shopping Center may be put, and restricting the sizes and heights of buildings, marquees, parapets and signs in the Shopping Center. Reference should be made to said lease, all of the provisions of which are incorporated herein by reference.

5. The operation two hundred within the Shopping Center of a store not exceeding fifteen thousand (15,200) square feet of floor area under the name "Walgreen" in which there is sold such merchandise and services as are sold from time to time in other Walgreen stores of comparable character in the Chicago metropolitan area shall not be deemed a violation of Paragraphs 4 and 6 of this Schedule B so long as there shall be sold in such store drugs and medical prescriptions filled by or under the supervision of a registered pharmacist; it being understood and agreed that such pharmacist need not be present at such store.

6. It is agreed that the only purpose of the within Indenture is to give notice of said lease, it being distinctly understood that said lease constitutes the entire lease between the parties and that the within Indenture shall only give notice of said lease which has been executed and is binding upon the parties hereto and covers the promises hereinabove described.

IN WITNESS WHEREOF, Landlord and Tenant have caused these presents to be executed by their respective proper officers thereunto duly authorized, and their respective seals to be affixed all of

which has been done on the day and year and at the place first here-
inabove written.

SIGNED, SEALED AND
DELIVERED IN THE
PRESENCE OF:

THE FIRST CITIZENS BANK, national
association, as Trustee under
Trust No. 607

Sandra C. Mizeau

By: Diana L. Alinsky
DIANA L. ALINSKY
TRUST OFFICER

Cornie Illeson

Attest: [Signature]
(Corporate Seal)

WITNESSES AS TO BOTH:

THE TJX COMPANIES, INC.

Brendy J. Kennedy

By: Jay H. Meltzer
Jay H. Meltzer, Senior Vice
President

Karen G. McIsaac

By: Steven R. Wishner
Steven R. Wishner, Treasurer

Document is

NOT OFFICIAL

STATE OF INDIANA. This Document is the property of
COUNTY OF LaPorte the Lake County Recorder!

Before me, a notary public in and for said county and State
there personally appeared DIANA ALINSKY and SUSAN B. ANDERSON of The First
Citizens Bank, national association, under Document of Trust Dated 5/5/70 as
and known as Trust No. 607, and acknowledged the execution of the Trustee
foregoing Short Form Lease for and on behalf of said bank and trust
as the duly authorized officers of said bank and of said trust.

Witness my hand and notarial seal this 5th day of April, 1991.



Connie J. Johnston, Notary Public My commission expires:
A resident of LaPorte County, Indiana August 29, 1992

Connie J. Johnston
Notary Public

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF MIDDLESEX

Before me, a notary public in and for said county and Commonwealth,
personally appeared Jay H. Meltzer and Steven R. Wishner, Senior Vice
President and Treasurer, respectively, of The TJX Companies, Inc., a
Delaware corporation, and acknowledged the execution of the foregoing
Short Form Lease for and on behalf of said corporation as the duly
authorized Senior Vice President and Treasurer, respectively, of said
corporation.

Witness my hand and notarial seal this 29 day of April, 1991.

Deborah A. Sughrue
Notary Public

DEBORAH A. SUGHRUE

Notary Public

My Commission Expires May 18, 1995

My Commission Expires: _____, 19__.

This instrument was prepared by Bernard N. Borman, Esq., 101 Federal Street, Boston,
Massachusetts 02110.

STATE OF INDIANA
COUNTY OF LaPorte

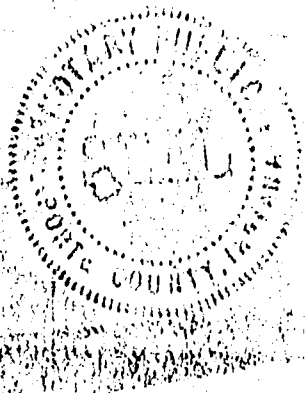
Before me, a notary public in and for said county and State there personally appeared JUSTINA MEYER, Corale Elie-John of The First Citizens Bank, national association, under Document of Trust dated May 5, 1970 and known as Trust No. 607, and acknowledged the execution of the foregoing Short Form Lease for and on behalf of said bank and trust as the duly authorized officers of said bank and of said trust.

Witness my hand and notarial seal this 23rd day of April, 1991.

Connie J. Johnston, Notary Public My commission expires:
A resident of LaPorte County, IN August 29, 1992

Connie J. Johnston
Notary Public

My commission expires:



109703

P A R K I N G

47024

198.0'

Document is
NOT OFFICIAL!

This Document is the property of
the Lake County Recorder!

A-1

STOP

100

TJX CO.
Boxcar #

A

WALGREEN
151574

C



6021

P A R K I N G

CONCRETE DRIVE

1980'

48.55'

169.051'

176'

96'

1986
WIDEWAY
FOODS
ADDITION

WIDEWAY FOODS
48,465±

B

Document is
NOT OFFICIAL!
This Document is the property of
the Lake County Recorder!

STOP

169.82'



10	CLIP TOWN
20	5200±
30	VIDEO
40	CAR CARE
50	300±
60	RENTAL
70	3500±
80	RADIO SHACK
90	2800±
100	HAVE DESIGN
110	ACADMY
120	100±

DRIVE

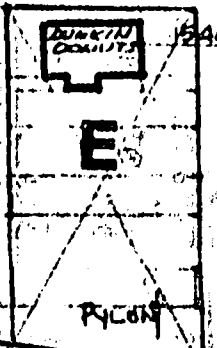
EXIST. POLICE EXIST. POLICE
EXCL. LIDED

A-2
BLVD
CAT. 2A.13

1000 S.F.
CAT. 2A.13

RADIO
SHAKE
PYLON

TXX CD.
ALOU



901.14

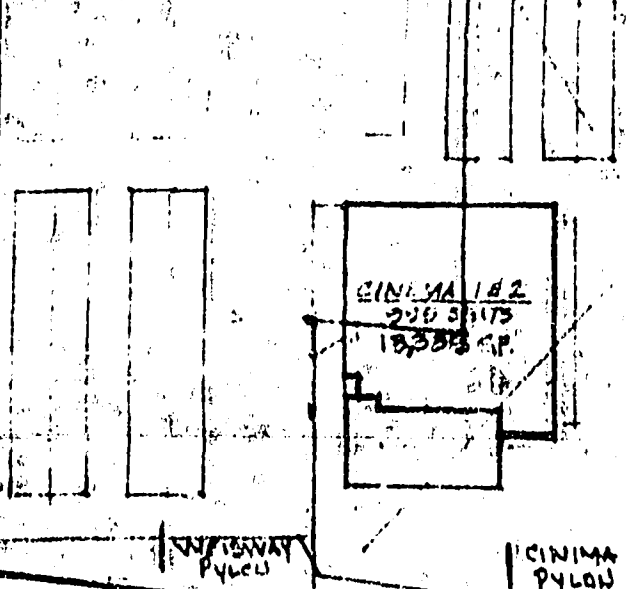
RIDGE ROAD

Document is
NOT OFFICIAL!
This Document is the property of
the Lake County Recorder!

STOP



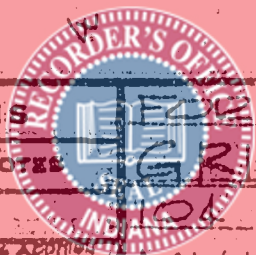
PLOT PLAN
"SCALE" 1" = 100'-0"



Document is
NOT OFFICIAL!

This Document is the property of
the Lake County Recorder!

STOP



REVISIONS			LEASING - CONTACT
DATE	BY	NOTES	GREFFITH PROPERTIES
11/21/75	RGE		1200 N. FRANKLIN ST.
9/2/86	RGE	ADDING ADDITIONAL ADDS WISWAY ADDS ADDED, DOW ADDED TO CHURCH AVE.	MICHIGAN CITY INDIANA
11/25/86	RGE	PARKG ADDN INCL.; PARKG SHOW	
11/28/86	RB	LEASE update.	
1/7/91	RB	PYLON SIGNS.	

TONN & BLANK, INC.
CONSTRUCTING ENGINEERS
MICHIGAN CITY, INDIANA
PHONE 879-7321

RB Blank
4-5-91

DRAWN PENNTH. SCALE AS NOTED
CHECKED DATE 3-3-71 SHEET 1 OF 1

RIDGE PLAZA R 69

EXHIBIT A



ASSISTANT SECRETARY'S CERTIFICATE

April 29
March , 1991

I, Ann McCauley, Assistant Secretary of The TJX Companies, Inc., a Delaware corporation ("the Company"), hereby certify that at a meeting of the Board of Directors of the Company duly held June 7, 1990 at which meeting a quorum of the Directors was present, upon motion duly made and seconded, it was unanimously

RESOLVED: That both (i) any one of Bernard Cammarata, Sumner L. Feldberg, Donald G. Campbell and Jay H. Meltzer, ("Group A Officers"), and (ii) any one of Bernard Cammarata, Donald G. Campbell and Steven R. Wishner, ("Group B Officers") may sign, seal with the corporate seal, acknowledge and/or deliver, in the name of and on behalf of the Company, any and all deeds, or other instruments of conveyance or transfer granting, conveying or transferring real estate, any and all mortgages or pledges of real property, any and all notes secured by such mortgages or pledges of real property, any and all assignments, extensions, discharges or partial releases of mortgages or pledges of real property held by the Company, any and all agreements or instruments relating to the acquisition of real estate, any and all leases, notices of lease, assignments, surrenders, terminations, extensions or renewals of leases of real estate, whether the Company be named as landlord or as tenant, any and all other agreements or instruments relating to real estate and all amendments of any of the foregoing, except only that neither Bernard Cammarata nor Donald G. Campbell shall sign any document as both a Group A Officer and a Group B Officer; that the expression "real estate" as used herein includes any and all interests in real property; and that the act of both any one Group A Officer and any one Group B Officer in so signing, sealing with the corporate seal, acknowledging and/or delivering any of the aforesaid documents may be relied upon by persons dealing with the Company as conclusive evidence of the authority of said person so acting.

I also certify that said vote has not been repealed or modified in any way and is still in full force and effect.

ATTEST:

Ann McCauley
Assistant Secretary