

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2008 JUN -3 AM 10:00

MICHAEL A. BROWN
RECORDER

WHEN RECORDED MAIL TO: 2008 040554

Kelli J. Vos
Fidelity National Title - Phoenix NTS
40 N. Central Ave.
Suite 2200
Phoenix, AZ 85004

Escrow No. Z08-04316

DO NOT REMOVE THIS COVER SHEET. IT IS NOW PART OF THE RECORDED DOCUMENT.

DOCUMENT TO BE RECORDED:

MEMORANDUM OF LEASE

STORE: 649
2465 SOUTHLAKE MALL
HOBART IN
LAKE COUNTY



JUN - 2 2008

PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

*31-
CT PB*

007550

recovr

CHIGAGO TITLE INSURANCE COMPANY
CHIGAGO

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

RED ROBIN INTERNATIONAL, INC
6312 S. Fiddler's Green Circle, Suite 200 N
Greenwood Village, Colorado 80111
Attn: Corporate Real Estate Counsel

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "Memorandum") is made and entered into effective this 19th day of May, 2008, by and between **SOUTHLAKE INDIANA, LLC**, a Delaware limited liability company, whose present address is c/o Westfield, LLC, 11601 Wilshire Boulevard, 11th Floor, Los Angeles, California 90025, Attention: Lease Administration ("Lessor") and **RED ROBIN INTERNATIONAL, INC.**, a Nevada corporation, whose present address is 6312 S. Fiddler's Green Circle, Suite 200 N, Greenwood Village, Colorado 80111 ("Lessee"), with reference to the following facts:

A. Lessor is the owner of that certain real property located at 2465 Southlake Mall, in the City of Hobart, County of Lake, State of Indiana, as more particularly described on Exhibit A hereto, including the improvements thereon (the "Property").

B. Lessor desires to lease the Property to Lessee, and Lessee desires to lease the Property from Lessor, all subject to the terms and provisions of this Memorandum.

NOW, THEREFORE, the parties hereto hereby agree as follows:



FILED

JUN - 2 2008

PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

007550

1. Lease of the Property. Lessor hereby acknowledges the assignment of the lease of the property to Lessee and Lessee hereby leases the property from Lessor subject to and on terms and conditions more fully set forth in that certain Lease executed by and between Lessor and Lessee, dated April 24, 2006 (the "Lease"), which Hobalert Properties, LLC, subsequently assigned its leasehold interest to Lessee, and

2. Term. The Lease is for an initial term of twenty (20) years, with two extension options for five (5) years each.

3. Incorporation. The Lease is incorporated herein by this reference. Should any party require any information concerning the Lease, they should contact the Lessor and Lessee at the above-referenced addresses. In the event of any conflict between the terms of this Memorandum and the terms of the Lease, the terms of the Lease shall control.

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

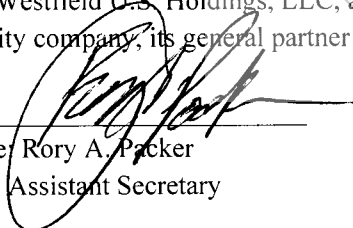
LESSOR:

SOUTHLAKE INDIANA LLC, a Delaware limited liability company

By: WEA Southlake LLC, a Delaware limited liability company, its sole member

By: Westfield America Limited Partnership, a Delaware limited partnership, its sole member

By: Westfield U.S. Holdings, LLC, a Delaware limited liability company, its general partner

By: 
Name: Rory A. Packer
Title: Assistant Secretary

LESSEE:

RED ROBIN INTERNATIONAL, INC., a Nevada corporation

By: _____
Name: _____
Title: _____



1. Lease of the Property. Lessor hereby acknowledges the assignment of the lease of the property to Lessee and Lessee hereby leases the property from Lessor subject to and on terms and conditions more fully set forth in that certain Lease executed by and between Lessor and Lessee, dated April 24, 2006 (the "Lease"), which Hobalart Properties, LLC, subsequently assigned its leasehold interest to Lessee, and

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3. Incorporation. The Lease is incorporated herein by this reference. Should any party require any information concerning the Lease, they should contact the Lessor and Lessee at the above-referenced addresses. In the event of any conflict between the terms of this Memorandum and the terms of the Lease, the terms of the Lease shall control.

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


LESSOR:

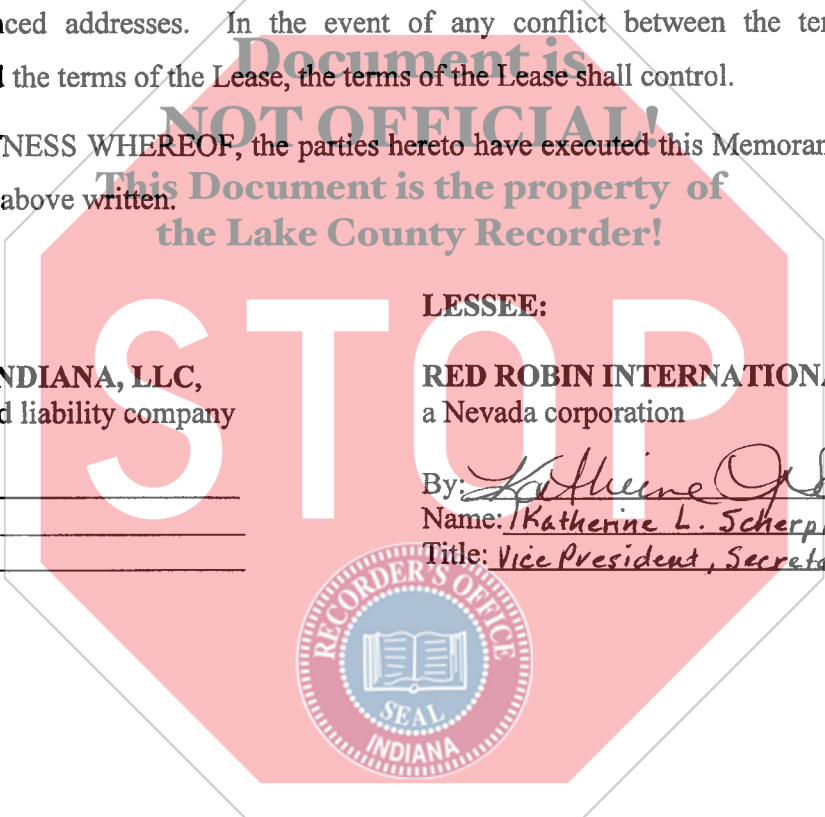
SOUTHLAKE INDIANA, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

LESSEE:

RED ROBIN INTERNATIONAL, INC.,
a Nevada corporation

By: 
Name: Katherine L. Scherping
Title: Vice President, Secretary + CFO



MEMORANDUM OF LEASE

STATE OF CALIFORNIA)

) ss.

COUNTY OF LOS ANGELES)

On May 14, 2008, before me, Annie M. Zettel, a Notary Public

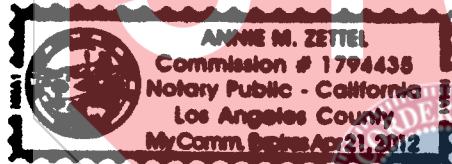
personally appeared Rory A. Pucker

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Annie M. Zettel (Seal)



State of Colorado §
 §
County of Denver §

The foregoing instrument was acknowledged before me on _____, 2008, by _____, _____ of Red Robin International, Inc. on behalf of the corporation.

Notary Public

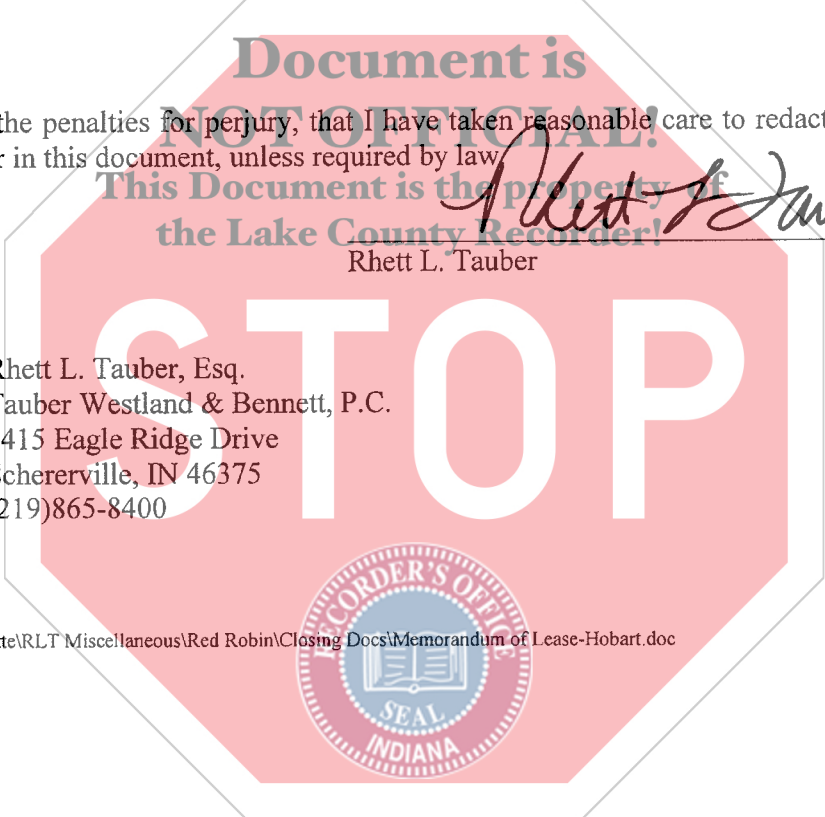
Commission expires: _____

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

Document is NOT OFFICIAL!
This Document is the property of the Lake County Recorder!
Rhett L. Tauber

Rhett L. Tauber

Prepared by: Rhett L. Tauber, Esq.
Tauber Westland & Bennett, P.C.
1415 Eagle Ridge Drive
Schererville, IN 46375
(219)865-8400



G:\Miscellaneous\Annette\RLT Miscellaneous\Red Robin\Closing Docs\Memorandum of Lease-Hobart.doc

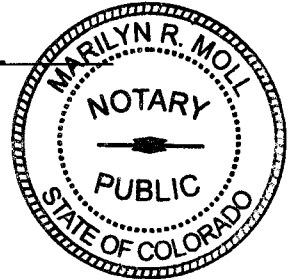
State of Colorado

§
§
§

County of ~~Denver~~ Arapahoe

The foregoing instrument was acknowledged before me on May 15, 2008, by Katherine L. Scherping, VP, Secretary & CFO of Red Robin International, Inc. on behalf of the corporation.

Marilyn R. Moll
Notary Public



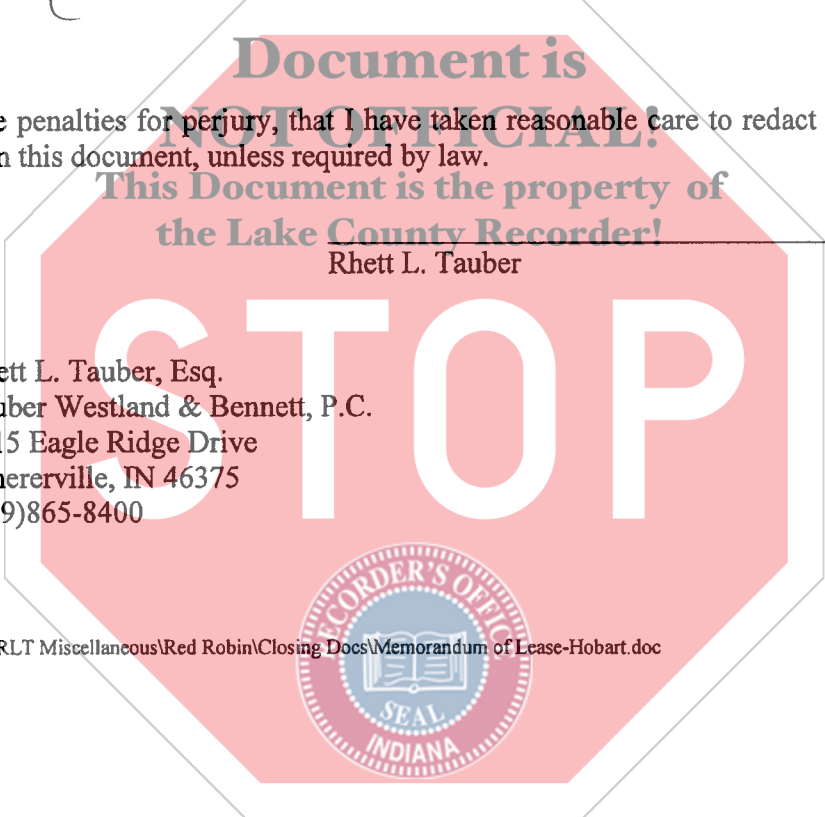
Commission expires: November 14, 2009

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

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

Rhett L. Tauber

Prepared by: Rhett L. Tauber, Esq.
Tauber Westland & Bennett, P.C.
1415 Eagle Ridge Drive
Scherverville, IN 46375
(219)865-8400



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Exhibit A
Parent Parcel

PARCEL 1:

Part of the West Half of the West Half of the Southeast Quarter of Section 23, Township 35 North, Range 8 West, of the Second Principal Meridian, in Hobart-Ross Township, Lake County, Indiana, bounded and described as follows:

Commencing at a brass plug in concrete at the Southwest corner of said Section 23; thence along the South line of said Section 23 South 89 degrees 38 minutes 50 seconds East 3323.23 feet to a aluminum rod with a 2" magnetic cap; thence leaving said South line and along the East line of the Amended Final Development Plat (PB 42, PG 31) North 00 degrees 19 minutes 26 seconds West 1790.78 feet to the Southeast corner of Parcel 8 of the 11th Amended

Final Development Plan (Document #2005 040131); thence along the East line of said Parcel 8 North 00 degrees 19 minutes 26 seconds West 675.70 feet; thence leaving said East line and along the North line of said Parcel 8 North 88 degrees 46 minutes 48 seconds West 255.74 feet; thence leaving said North line and across said Parcel 8 South 63 degrees 33 minutes 37 seconds West 36.91 feet to a 5/8" capped rebar and point of beginning; thence continuing across said Parcel 8 the following fourteen courses: South 02 degrees 35 minutes 03 seconds West 57.97 feet to a capped 5/8" rebar; North 88 degrees 53 minutes 40 seconds West 10.53 feet to a capped 5/8" rebar; South 07 degrees 26 minutes 55 seconds West 44.88 feet to a capped 5/8" rebar; North 88 degrees 32 minutes 50 seconds West 94.95 feet to a capped 5/8" rebar; along a curve to the right 24.64 feet, said curve having a radius of 28.99 feet and being subtended by a chord bearing North 21 degrees 22 minutes 03 seconds West 23.91 feet to a capped 5/8" rebar; North 01 degree 03 minutes 41 seconds East 89.24 feet to a capped 5/8" rebar; along a curve to the right 35.26 feet, said curve having a radius of 30.47 feet and being subtended by a chord bearing North 34 degrees 12 minutes 32 seconds East 33.33 feet to a capped 5/8" rebar; along a curve to the right 4.71 feet, said curve having a radius of 2.69 feet and being subtended by a chord bearing South 62 degrees 28 minutes 26 seconds East 4.13 feet to a capped 5/8" rebar; South 00 degrees 07 minutes 56 seconds East 14.31 feet to a capped 5/8" rebar; South 88 degrees 43 minutes 37 seconds East 36.96 feet to a capped 5/8" rebar; North 00 degrees 38 minutes 50 seconds East 15.85 feet to a capped 5/8" rebar; along a curve to the right 4.67 feet, said curve having a radius of 2.95 feet and being subtended by a chord bearing North 51 degrees 44 minutes 49 seconds East 4.20 feet to a capped 5/8" rebar; South 64 degrees 38 minutes 53 seconds East 15.00 feet to a capped 5/8" rebar; South 52 degrees 27 minutes 13 seconds East 56.16 feet to the point of beginning.

PARCEL 2:

THE RECIPROCAL AND NON-EXCLUSIVE EASEMENTS AND RELATED REAL ESTATE RIGHTS FOR INGRESS, EGRESS, PEDESTRIAN AND VEHICULAR ACCESS, SUPPORT, ENCROACHMENTS, PARKING, UTILITY AND OTHER PURPOSES CREATED AND GRANTED PURSUANT TO THE FOLLOWING DOCUMENTS (HEREINAFTER COLLECTIVELY CALLED "OPERATING AGREEMENTS"):

1. EASEMENT, RESTRICTION AND OPERATING AGREEMENT DATED AS OF THE 27TH DAY OF JUNE, 1972 BY AND BETWEEN GARY JOINT VENTURE, J.C. PENNEY COMPANY, INC., AND SEARS, ROEBUCK AND CO. AND RECORDED NOVEMBER 8, 1972, AS DOCUMENT NO. 174993, IN THE LAKE COUNTY RECORDS, VOLUME 1316 AT PAGE 578 WITH THE RECORDER OF DEEDS, COUNTY OF LAKE, INDIANA

2. SUPPLEMENT TO SAID EASEMENT, RESTRICTION AND OPERATING AGREEMENT DATED AS OF THE 27TH DAY OF JUNE, 1972 BY AND AMONG LIKE PARTIES, WHICH AGREEMENT IS NOT RECORDED, BUT INCORPORATED IN THE SAID EASEMENT, RESTRICTION AND OPERATING AGREEMENT FOR ALL PURPOSES

2-1/2. A TRANSFER OF INTEREST FROM J.C. PENNEY COMPANY TO CARSON PIRIE SCOTT & COMPANY, A DELAWARE CORPORATION, WAS RECORDED NOVEMBER 8, 1972, AS DOCUMENT NO. 174995, IN LAKE COUNTY RECORDS.

3 A FIRST AMENDMENT TO EASEMENT, RESTRICTION AND OPERATING AGREEMENT DATED AS OF THE 16TH DAY OF APRIL, 1973 AND RECORDED AS DOCUMENT NO. 208331 IN LAKE COUNTY RECORDS

4. DECLARATION BY GARY JOINT VENTURE DATED THE 7TH DAY OF JUNE, 1973 AND FILED AS DOCUMENT NO. 208332 IN THE LAKE COUNTY RECORDS

5 DEED OF DECLARATION DATED JUNE 15, 1973, EXECUTED BY GARY JOINT VENTURE AND FILED AS DOCUMENT NO. 208333 IN THE LAKE COUNTY RECORDS.

6. SECOND AMENDMENT TO EASEMENT RESTRICTION AND OPERATING AGREEMENT, DATED AS OF DECEMBER 10, 1974 AND RECORDED AS DOCUMENT NO. 289791 IN THE LAKE COUNTY RECORDS

7. AMENDMENT TO DEED OF DECLARATION, DATED AS OF DECEMBER 19, 1974, EXECUTED BY GARY JOINT VENTURE AND FILED AS DOCUMENT NO. 289795 IN THE LAKE COUNTY RECORDS.

7-1/2 DECLARATION DATED DECEMBER 10, 1974, MADE BY AND BETWEEN GARY JOINT VENTURE, A PARTNERSHIP, SEARS, ROEBUCK AND CO., A NEW YORK CORPORATION, AND J. C. PENNEY COMPANY, INC., A DELAWARE CORPORATION, AND FILED FOR RECORD AS DOCUMENT NO. 289797

8. DECLARATION BY GARY JOINT VENTURE DATED AS OF JUNE 1, 1977 FILED AS DOCUMENT NO. 423317 IN THE LAKE COUNTY RECORDS

9. SECOND AMENDMENT TO DEED OF DECLARATION DATED AS OF JUNE 1, 1977, EXECUTED BY GARY JOINT VENTURE AND FILED FOR RECORD AS DOCUMENT NO. 423318 IN THE LAKE COUNTY RECORDS

10. EASEMENT, RESTRICTION AND OPERATING AGREEMENT DATED AS OF JUNE 1, 1977, BY AND BETWEEN GARY JOINT VENTURE AND ADCOR REALTY CORPORATION AND FILED FOR RECORD AS DOCUMENT NO. 423320 IN THE LAKE COUNTY RECORDS

11. SUPPLEMENT TO EASEMENT, RESTRICTION AND OPERATING AGREEMENT DATED AS OF JUNE 1, 1977, BY AND BETWEEN LIKE PARTIES, WHICH AGREEMENT IS NOT RECORDED, BUT IS INCORPORATED IN SAID EASEMENT, RESTRICTION AND OPERATING AGREEMENT FOR ALL PURPOSES

12. THIRD AMENDMENT TO EASEMENT, RESTRICTION AND OPERATING AGREEMENT DATED AS OF JUNE 1, 1977, BY AND AMONG GARY JOINT VENTURE, ADCOR REALTY CORPORATION, J.C. PENNEY COMPANY, INC., SEARS, ROEBUCK AND CO. AND I-65-US 30 CORP FILED AS DOCUMENT NO. 423321 IN THE LAKE COUNTY RECORDS

13. THIRD AMENDMENT TO DEED OF DECLARATION BY GARY JOINT VENTURE DATED AS OF JUNE 24, 1991, FILED AS DOCUMENT NO. 91032353, IN THE LAKE COUNTY RECORDS.

14. DECLARATION OF DRAINAGE EASEMENTS BY GARY JOINT VENTURE DATED AS OF JUNE 24, 1991, FILED AS DOCUMENT NO. 91031994, IN THE LAKE COUNTY RECORDS.

15. FOURTH AMENDMENT TO EASEMENT, RESTRICTION AND OPERATING AGREEMENT DATED AS OF THE 20TH DAY OF DECEMBER, 2007 AND RECORDED DECEMBER 28, 2007 AS DOCUMENT NUMBER 2007 101384 IN THE LAKE COUNTY RECORDS.

16. FIRST AMENDMENT TO EASEMENT, RESTRICTION AND OPERATING AGREEMENT DATED AS OF THE 20TH DAY OF DECEMBER, 2007 AND RECORDED DECEMBER 28, 2007 AS DOCUMENT NUMBER 2007 101385 IN THE LAKE COUNTY RECORDS.

Westfield Mall – Hobart, IN

Exhibit A-1
Lease Parcel -- see attached

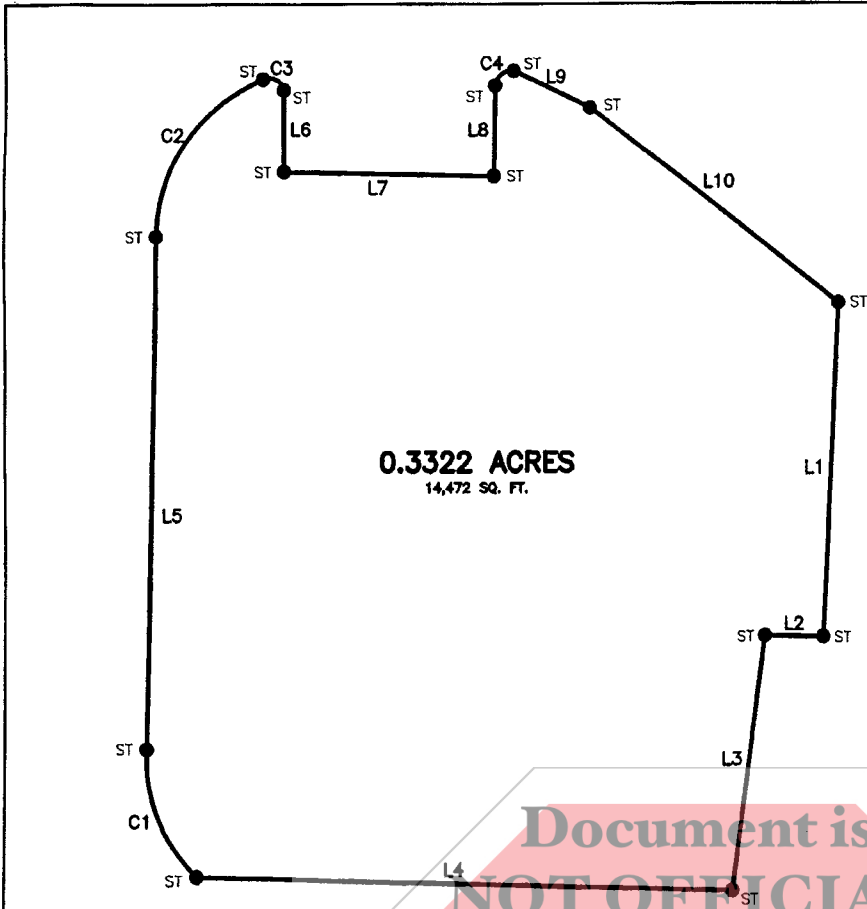


LEASE DESCRIPTION

PART OF THE WEST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 8 WEST, OF THE SECOND PRINCIPAL MERIDIAN, IN HOBART-ROSS TOWNSHIP, LAKE COUNTY, INDIANA, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS PLUG IN CONCRETE AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE ALONG THE SOUTH LINE OF SAID SECTION 23 SOUTH 89°38'50" EAST 3323.23 FEET TO A ALUMINUM ROD WITH A 2" MAGNETIC CAP; THENCE LEAVING SAID SOUTH LINE AND ALONG THE EAST LINE OF THE AMENDED FINAL DEVELOPMENT PLAN (PB 42, PG 31) NORTH 00°19'26" WEST 1790.78 FEET TO THE SOUTHEAST CORNER OF PARCEL 8 OF THE 11TH AMENDED FINAL DEVELOPMENT PLAN (DOCUMENT #2005 040131); THENCE ALONG THE EAST LINE OF SAID PARCEL 8 NORTH 00°19'26" WEST 675.70 FEET; THENCE LEAVING SAID EAST LINE AND ALONG THE NORTH LINE OF SAID PARCEL 8 NORTH 88°46'48" WEST 255.74 FEET; THENCE LEAVING SAID NORTH LINE AND ACROSS SAID PARCEL 8 SOUTH 63°33'37" WEST 36.91' TO A 5/8" CAPPED REBAR AND POINT OF BEGINNING; THENCE CONTINUING ACROSS SAID PARCEL 8 THE FOLLOWING FOURTEEN COURSES: SOUTH 02°35'03" WEST 57.97 FEET TO A CAPPED 5/8" REBAR; NORTH 88°53'40" WEST 10.53 FEET TO A CAPPED 5/8" REBAR; SOUTH 07°26'55" WEST 44.88 FEET TO A CAPPED 5/8" REBAR; NORTH 88°32'50" WEST 94.95 FEET TO A CAPPED 5/8" REBAR; ALONG A CURVE TO THE RIGHT 24.64 FEET, SAID CURVE HAVING A RADIUS OF 28.99 FEET AND BEING SUBTENDED BY A CHORD BEARING NORTH 21°22'03" WEST 23.91 FEET TO A CAPPED 5/8" REBAR; NORTH 01°03'41" EAST 89.24 FEET TO A CAPPED 5/8" REBAR; ALONG A CURVE TO THE RIGHT 35.26 FEET, SAID CURVE HAVING A RADIUS OF 30.47 FEET AND BEING SUBTENDED BY A CHORD BEARING NORTH 34°12'32" EAST 33.33 FEET TO A CAPPED 5/8" REBAR; ALONG A CURVE TO THE RIGHT 4.71 FEET, SAID CURVE HAVING A RADIUS OF 2.69 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 62°28'26" EAST 4.13 FEET TO A CAPPED 5/8" REBAR; SOUTH 00°07'56" EAST 14.31 FEET TO A CAPPED 5/8" REBAR; SOUTH 88°43'37" EAST 36.96 FEET TO A CAPPED 5/8" REBAR; NORTH 00°38'50" EAST 15.85 FEET TO A CAPPED 5/8" REBAR; ALONG A CURVE TO THE RIGHT 4.67 FEET, SAID CURVE HAVING A RADIUS OF 2.95 FEET AND BEING SUBTENDED BY A CHORD BEARING NORTH 51°44'49" EAST 4.20 FEET TO A CAPPED 5/8" REBAR; SOUTH 64°38'53" EAST 15.00 FEET TO A CAPPED 5/8" REBAR; SOUTH 52°27'13" EAST 56.16 FEET TO THE POINT OF BEGINNING. CONTAINING 0.3322 ACRES, MORE OF LESS.

SAID PARCEL IS SUBJECT TO A WATER MAIN EASEMENT (DOCUMENT #799501) AND ANY AND ALL EASEMENTS OF RECORD.



0.3322 ACRES
14,472 SQ. FT.

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	CHORD	BEARING
C1	28.99	48°41'55"	24.64	23.91	N 21°22'03" W
C2	30.47	66°17'42"	35.26	33.33	N 34°12'32" E
C3	2.69	100°20'22"	4.71	4.13	S 62°28'26" E
C4	2.95	90°40'19"	4.67	4.20	N 51°44'49" E

LINE TABLE

LINE	LENGTH	BEARING
L1	57.97	S 02°35'03" W
L2	10.53	N 88°53'40" W
L3	44.88	S 07°26'55" W
L4	94.95	N 88°32'50" W
L5	89.24	N 01°03'41" E
L6	14.31	S 00°07'56" E
L7	36.96	S 88°43'37" E
L8	15.85	N 00°38'50" E
L9	15.00	S 64°38'53" E
L10	56.16	S 52°27'13" E

REVISION	DESCRIPTION	BY



SEIG & ASSOCIATES, INC.
Mapping, Construction Layout and Land Surveying
13150 North Penntown Road
Sunman, IN 47041
PHONE: 812-823-8700
Fax: 812-823-8701

RED ROBIN
HOBART, IN
EXHIBIT MAP

CLIENT
FARNSWORTH GROUP, INC.
8055 EAST TUFT AVENUE
DENVER, CO 80237
PHONE: 303-692-0470

ALL RIGHTS RESERVED
EXCEPT FOR USES EXPRESSLY PERMITTED IN WRITING, THIS DOCUMENT IS SOLELY THE PROPERTY OF SEIG & ASSOCIATES, INC.

DATE: 04-28-2008
SCALE: 1" = 30'
DRAWN: AGW
CHK'D: RGS
PN: 08-019.FARNSWOR~
ACAD: FARNSWOR~,DWG
SHEET: **P1**