

RECORDING REQUESTED BY

Ross Dress For Less, Inc.

PREPARED BY AND WHEN RECORDED MAIL TO:

Bartko, Zankel, Tarrant & Miller  
900 Front Street, Suite 300  
San Francisco, CA 94111  
Attn: Theani C. Louskos, Esq.

2013 030277

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2013 APR 30 AM 8:56

MICHAEL B. BROWN  
RECORDER

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

MEMORANDUM OF LEASE

1 APN: 45-11-04-101-010.000-036, 45-11-04-101-013.000-036, 45-11-04-101-014.000-036, 45-11-04-  
2 101-004.000-036, 45-11-04-101-005.000-036, 45-11-04-101-006.000-036, 45-11-04-101-007.000-036,  
3 45-11-04-101-016.000-036, 45-11-04-101-009.000-036, 45-11-04-101-015.000-036.  
4

5 1. This Memorandum of Lease is effective upon recordation and is entered into by and  
6 between RB SCHERERVILLE CROSSINGS, LLC, a Delaware limited liability company  
7 ("Landlord"), having its principal place of business at 1211 W. 22<sup>nd</sup> Street, Suite 300, Oak Brook, IL  
8 60523, and ROSS DRESS FOR LESS, INC., a Virginia corporation ("Tenant"), having its principal  
9 place of business at 4440 Rosewood Drive, Building #4, Mail Stop PL4 4E 2, Pleasanton, CA  
10 94588-3050, who agree as follows:

11 2. By written lease (the "Lease"), Landlord leases to Tenant and Tenant hires from  
12 Landlord a portion of the real property located in the City of Schererville, County of Lake, State of  
13 Indiana, described in Exhibit A hereto, for a term of approximately ten (10) years which term is  
14 subject to extension by Tenant for four (4) additional periods of five (5) years each. The Exhibit A  
15 lands are sometimes herein referred to as the "Shopping Center."

16 3. Landlord has granted Tenant and its authorized representatives and invitees the  
17 nonexclusive right to use the Shopping Center common area with others who are entitled to use  
18 those areas subject to Landlord's rights as set forth in the Lease.

19 4. The provisions of the Lease are incorporated into this Memorandum of Lease by  
20 reference.

21 5. The terms, conditions, restrictions and covenants in the Lease, including the  
22 provisions of the Lease to be performed by Landlord whether to be performed at the Tenant's store,  
23 or any other portion of the Shopping Center, whether affirmative or negative in nature shall run  
24 with the real property comprising the Shopping Center and shall inure to the benefit of and be  
25 binding upon the parties hereto and the heirs, executors, administrators, successors, assigns and  
26 other successors in interest to the parties hereto.

**FILED**

APR 29 2013

Page 1  
**PEGGY HOLINGAKATONA**  
LAKE COUNTY AUDITOR

"Schererville, IN"  
Shops on Main  
Schererville, IN  
Store No. 1644  
6061.1081/575810.2

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1 6. This Memorandum of Lease is prepared for the purpose of constructive notice and  
2 in no way modifies the provisions of the Lease.

3 Contents of Memorandum of Lease:

- Paragraphs 1-6
- Exhibit A - Legal Description of the Shopping Center
- Exhibit B - Site Plan

4  
5  
6 IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Memorandum of  
7 Lease on this 11 day of April, 2013.

**LANDLORD:**  
**RB SCHERERVILLE CROSSINGS, LLC,**  
a Delaware limited liability company

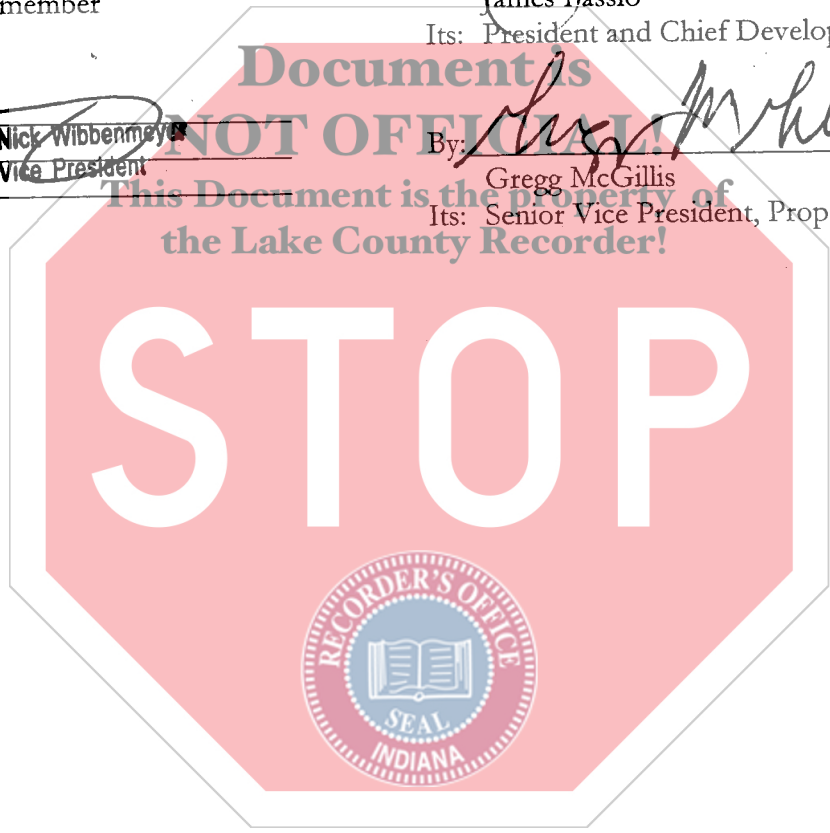
**TENANT:**  
**ROSS DRESS FOR LESS, INC.,**  
a Virginia corporation

By: Regency Realty Group, Inc.,  
a Florida corporation,  
its managing member

By: [Signature]  
James Hassio  
Its: President and Chief Development Officer

By: [Signature]  
Name: Nick Wibbenmeyer  
Vice President  
Its: \_\_\_\_\_

By: [Signature]  
Gregg McGillis  
Its: Senior Vice President, Property Development



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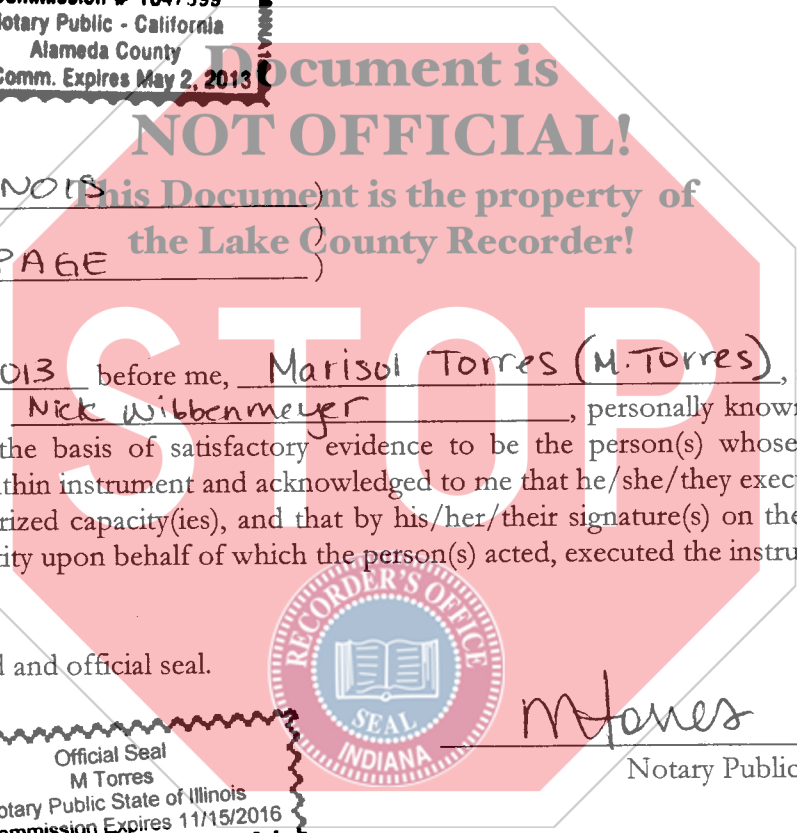
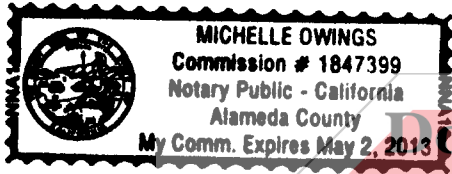
State of California )  
 )  
County of Alameda )

On April 11, 2013 before me, Michelle Owings,  
a Notary Public, personally appeared James Fassio and Gregg McGillis, who proved to me on the  
basis of satisfactory evidence to be the persons whose names are subscribed to the within  
instrument and acknowledged to me that they executed the same in their authorized capacities, and  
that by their signatures on the instrument the persons, or the entity upon behalf of which the  
persons 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.

Michelle Owings  
Notary Public

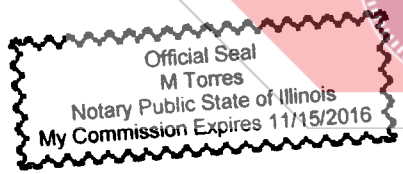


State of ILLINOIS  
County of DUPAGE

On April 16, 2013 before me, Marisol Torres (M. Torres), a Notary Public,  
personally appeared Nick Wibbenmeyer, personally known to me or 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.

WITNESS my hand and official seal.

M. Torres  
Notary Public



**EXHIBIT A**

**LEGAL DESCRIPTION OF THE SHOPPING CENTER**

**THE SHOPS ON MAIN, NORTH DESCRIPTION:**

PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 35 NORTH, RANGE 9 WEST, OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, ALSO BEING A PART OF LOT 1 OF HACKEL'S ADDITION BEING A SUBDIVISION RECORDED OCTOBER 22, 2002, AS DOCUMENT 2002095080 IN PLAT BOOK 92, PAGE 68, IN THE OFFICE OF THE LAKE COUNTY RECORDER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERN CORNER OF LOT 1 OF HACKEL'S ADDITION BEING A SUBDIVISION RECORDED OCTOBER 22, 2002, AS DOCUMENT 2002095080 IN PLAT BOOK 92, PAGE 68, IN THE OFFICE OF THE LAKE COUNTY RECORDER; THENCE NORTH 00 DEGREES 24 MINUTES 02 SECONDS WEST (ASSUMED BEARING) ALONG THE WESTERN LINE OF SAID LOT 1, ALSO BEING THE EASTERN RIGHT-OF-WAY LINE OF US HIGHWAY NO. 41, A DISTANCE OF 758.68 FEET TO THE NORTHWESTERN CORNER OF SAID LOT 1, SAID POINT LYING 360.00 FEET SOUTHERLY OF (MEASURED PERPENDICULAR TO) THE NORTH LINE OF SAID QUARTER SECTION; THENCE SOUTH 89 DEGREES 19 MINUTES 36 SECONDS EAST PARALLEL WITH AND 360 FEET SOUTHERLY OF (MEASURED PERPENDICULAR TO) THE NORTH LINE OF SAID QUARTER SECTION, ALSO BEING THE NORTHERN LINE OF SAID LOT 1, 619.79 FEET TO A POINT LYING 670.00 FEET EASTERLY OF (MEASURED PERPENDICULAR TO) THE WEST LINE OF SAID QUARTER SECTION; THENCE NORTH 00 DEGREES 28 MINUTES 47 SECONDS WEST PARALLEL WITH AND 670 FEET EASTERLY OF THE WEST LINE OF SAID QUARTER SECTION 320.06 FEET TO A POINT LYING 40.00 FEET SOUTHERLY OF (MEASURED PERPENDICULAR TO) THE NORTH LINE OF SAID QUARTER SECTION; THENCE SOUTH 89 DEGREES 19 MINUTES 36 SECONDS EAST PARALLEL WITH AND 40 FEET SOUTHERLY OF THE NORTH LINE OF SAID QUARTER SECTION 543.69 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 15 SECONDS EAST 320.02 FEET TO THE NORTHEAST CORNER OF SAID LOT 1 IN HACKEL'S ADDITION; THENCE CONTINUING SOUTH 00 DEGREES 01 MINUTES 15 SECONDS EAST ALONG THE EASTERN LINE OF SAID LOT 1 IN HACKEL'S ADDITION 638.00 FEET TO A CORNER OF SAID LOT 1; THENCE NORTH 89 DEGREES 30 MINUTES 18 SECONDS WEST ALONG A SOUTHERN LINE OF SAID LOT 1 A DISTANCE OF 117.00 FEET TO A CORNER OF SAID LOT 1; THENCE SOUTH 00 DEGREES 01 MINUTES 15 SECONDS EAST ALONG AN EASTERN LINE OF SAID LOT 1 A DISTANCE OF 117.00 FEET TO THE SOUTHERN LINE OF SAID LOT 1; THENCE NORTH 89 DEGREES 30 MINUTES 18 SECONDS WEST ALONG THE SOUTHERN LINE OF SAID LOT 1 A DISTANCE OF 1038.84 FEET TO THE POINT OF BEGINNING, CONTAINING 23.79 ACRES, MORE OR LESS.

"Schererville, IN"  
Shops on Main  
Schererville, IN  
Store No. 1644  
6061.1081/575810.2

EXCEPTING THEREFROM;

THE NORTH 35 FEET OF THE FOLLOWING DESCRIBED REAL ESTATE: THE EAST 60 FEET OF THE WEST 910 FEET OF THE NORTH 360 FEET OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 35 NORTH, RANGE 9 WEST, LAKE COUNTY, INDIANA, EXCEPT THE NORTH 40 FEET THEREOF, ALSO EXCEPTING THEREFROM;

THE NORTH 35.00 FEET OF THE FOLLOWING DESCRIBED REAL ESTATE: THE EAST 60 FEET OF THE WEST 970 FEET (EXCEPT THE NORTH 40.0 FEET THEREOF) OF THE NORTH 360.0 FEET OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 35 NORTH, RANGE 9 WEST, LAKE COUNTY, INDIANA, ALSO EXCEPTING THEREFROM;

THE NORTH 35 FEET OF THE FOLLOWING DESCRIBED REAL ESTATE: THE EAST 60.0 FEET OF THE WEST 1,030.0 FEET (EXCEPT THE NORTH 40.0 FEET THEREOF) OF THE NORTH 360.0 FEET TO THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 35 NORTH, RANGE 9 WEST, LAKE COUNTY, INDIANA.

ALSO EXCEPTING THEREFROM;

THE EAST 60 FEET OF THE WEST 1090.0 FEET, (EXCEPT THE NORTH 40.0 FEET THEREOF) OF THE NORTH 360.0 FEET OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 35 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, EXCEPTING THEREFROM THE SOUTH 75.0 FEET.

ALSO EXCEPTING THEREFROM;

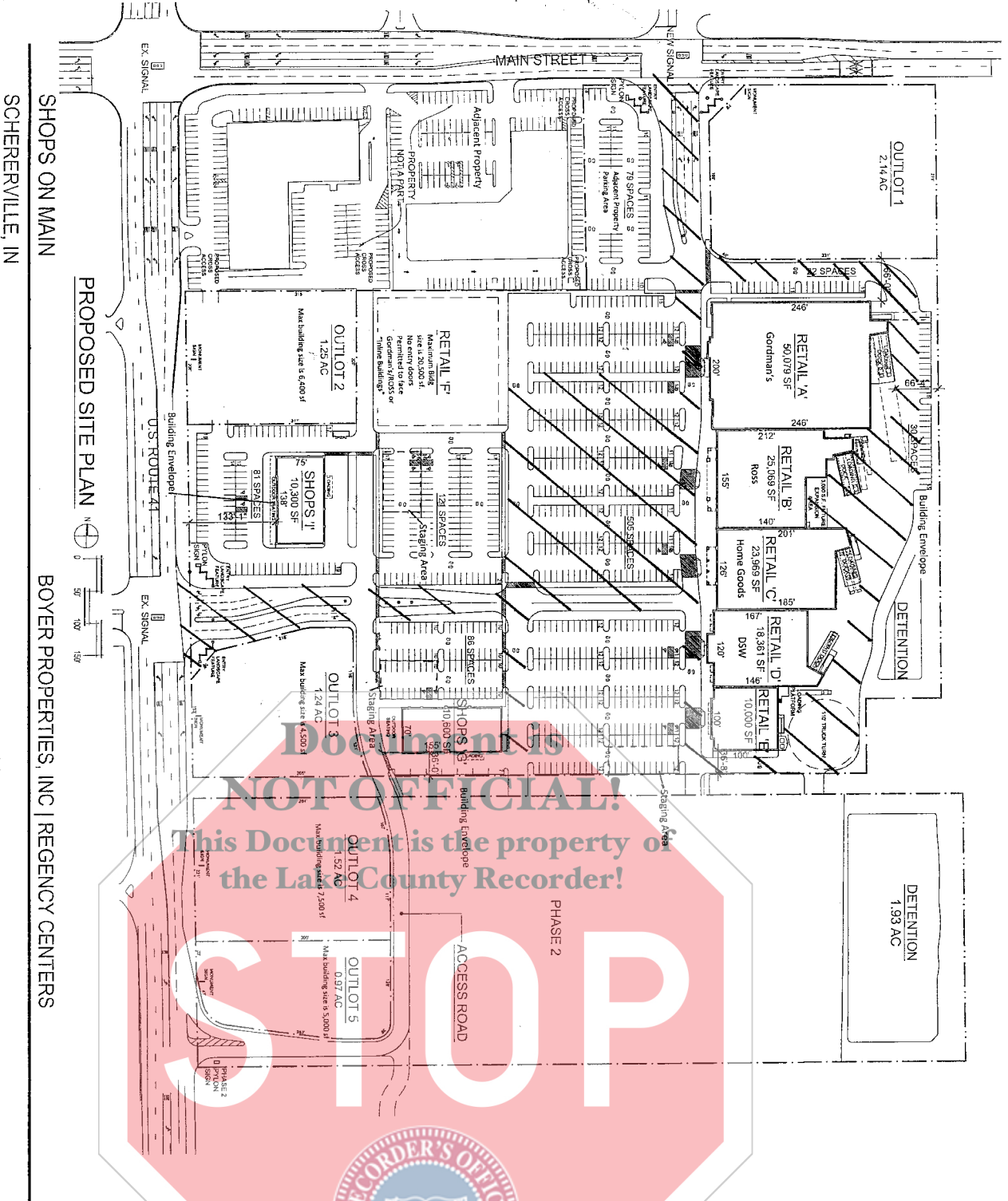
A PART OF THE NORTH 360.0 FEET OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 35 NORTH, RANGE 9 WEST, LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID QUARTER-QUARTER SECTION; THENCE SOUTH 89 DEGREES 19 MINUTES 02 SECONDS EAST 66.00 FEET ALONG THE NORTH LINE OF SAID QUARTER-QUARTER SECTION TO THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 36 NORTH RANGE 9 WEST; THENCE SOUTH 89 DEGREES 26 MINUTES 45 SECONDS EAST 1,148.09 FEET ALONG SAID NORTH LINE TO THE PROLONGED EAST LINE OF THE OWNER'S LAND; THENCE SOUTH 0 DEGREES 08 MINUTES 59 SECONDS EAST 40.00 FEET ALONG SAID PROLONGED EAST LINE TO THE SOUTH BOUNDARY OF MAIN STREET AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING SOUTH 0 DEGREES 08 MINUTES 59 SECONDS EAST 25.00 FEET ALONG THE EAST LINE OF THE OWNER'S LAND; THENCE NORTH 89 DEGREES 26 MINUTES 45 SECONDS WEST 102.06 FEET PARALLEL WITH THE NORTH LINE OF SAID QUARTER-QUARTER SECTION; THENCE SOUTH 0 DEGREES

33 MINUTES 15 SECONDS WEST 10.00 FEET; THENCE NORTH 89 DEGREES 26 MINUTES 45 SECONDS WEST 21.08 FEET PARALLEL WITH SAID NORTH SECTION LINE TO THE WEST LINE OF THE OWNER'S LAND; THENCE NORTH 0 DEGREES 36 MINUTES 32 SECONDS WEST 35.01 FEET ALONG SAID WEST LINE TO THE SOUTH BOUNDARY OF SAID MAIN STREET; THENCE SOUTH 89 DEGREES 26 MINUTES 45 SECONDS EAST 123.54 FEET ALONG THE BOUNDARY OF SAID MAIN STREET TO THE POINT OF BEGINNING.

**THE SHOPS ON MAIN, SOUTH DESCRIPTION:**

PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 35 NORTH, RANGE 9 WEST, OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERN CORNER OF LOT 1 OF HACKEL'S ADDITION BEING A SUBDIVISION RECORDED OCTOBER 22, 2002, AS DOCUMENT 2002095080 IN PLAT BOOK 92, PAGE 68, IN THE OFFICE OF THE LAKE COUNTY RECORDER; THENCE SOUTH 00 DEGREES 24 MINUTES 02 SECONDS EAST (ASSUMED BEARING) ALONG THE SOUTHERLY EXTENSION OF THE WESTERN LINE OF SAID LOT 1, ALSO BEING THE EASTERN RIGHT-OF-WAY LINE OF US HIGHWAY NO. 41, A DISTANCE OF 33.00 FEET TO A POINT LYING 33.00 FEET SOUTHERLY OF (MEASURED PERPENDICULAR TO) THE SOUTHERN LINE OF LOT 1 IN SAID HACKEL'S ADDITION AND TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 89 DEGREES 30 MINUTES 18 SECONDS EAST PARALLEL WITH AND 33 FEET SOUTHERLY OF (MEASURED PERPENDICULAR TO) THE SOUTHERN LINE OF LOT 1 IN SAID HACKEL'S ADDITION 1188.63 FEET TO THE WESTERN LINE OF THE CHICAGO, INDIANA AND SOUTHERN RAILROAD COMPANY PROPERTY ("RAILROAD") CONVEYED BY WARRANTY DEED RECORDED OCTOBER 20, 1908, IN DEED RECORD 137, PAGE 313, IN THE OFFICE OF THE LAKE COUNTY RECORDER; THENCE SOUTH 00 DEGREES 01 MINUTES 15 SECONDS EAST ALONG THE WESTERN LINE OF SAID "RAILROAD" PROPERTY 418.02 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 4; THENCE NORTH 89 DEGREES 30 MINUTES 18 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 4 A DISTANCE OF 1185.86 FEET TO THE EASTERN RIGHT-OF-WAY LINE OF US HIGHWAY 41; THENCE NORTH 00 DEGREES 24 MINUTES 02 SECONDS WEST ALONG THE EASTERN RIGHT-OF-WAY LINE OF US HIGHWAY 41 A DISTANCE OF 418.05 FEET TO THE POINT OF BEGINNING, CONTAINING 11.393 ACRES, MORE OR LESS.



DETECTION  
1.93 AC

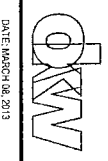
DETECTION  
1.93 AC

DEVELOPMENT SUMMARY	
UNDERLYING ZONING:	C-3 HIGHWAY COMMERCIAL WITH US 41 OVERLAY
SITE AREA - OVERALL:	
LOT 1:	23.79 ACRES
LOT 2:	11.40 ACRES
TOTAL SITE AREA:	35.19 ACRES
GROSS LEASABLE AREA - LOT 1	
RETAIL 'A'	50,079 S.F.
RETAIL 'B'	25,069 S.F.
RETAIL 'B' - FUTURE EXPANSION	3,000 S.F.
RETAIL 'C'	23,969 S.F.
RETAIL 'D'	18,361 S.F.
RETAIL 'E'	10,000 S.F.
SHOPS 'G'	10,800 S.F.
SHOPS 'H'	10,300 S.F.
TOTAL G.L.A.	151,378 S.F.
OUTLOT SITE AREA - LOT 1	
OUTLOT 1	2.14 ACRES
OUTLOT 2	1.25 ACRES
OUTLOT 3	1.24 ACRES
TOTAL SITE AREA	4.63 ACRES
SITE AREA - LOT 2:	
OUTLOT 4:	1.52 ACRES
OUTLOT 5:	0.97 ACRES
PHASE 2:	6.98 ACRES
DETECTION:	1.93 ACRES
TOTAL SITE AREA:	11.40 ACRES

SHOPS ON MAIN  
SCHERERVILLE, IN

BOYER PROPERTIES, INC | REGENCY CENTERS

Exhibit B



OKW Architects

DATE: MARCH 08, 2013

PROJECT NUMBER: 1104