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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2013 092296

2013 DEC 18 AM 10:18

MICHAEL B. BROWN
RECORDER

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**PREPARED BY AND
UPON RECORDING RETURN TO:**
BRIAN C. EADES, ESQ
KUTAK ROCK LLP
1650 FARNAM STREET
OMAHA, NE 68102-2186
(402) 346-6000

MEMORANDUM OF LEASE AGREEMENT

THIS MEMORANDUM OF LEASE AGREEMENT (this "*Memorandum of Lease*") is made and entered into as of this 16th day of April, 2013 by and between **RB SCHERERVILLE CROSSINGS, LLC**, a Delaware limited liability company, or its assignee ("*Landlord*"), and **GORDMANS, INC.**, a Delaware corporation, d/b/a Gordmans ("*Tenant*").

WITNESSETH:

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated as of April 16, 2013 (the "*Lease*"), pursuant to which Landlord has leased to Tenant that certain real property and improvements located in Schererville, Indiana, depicted and labeled as the "Premises" on the site plan attached hereto as Exhibit "A-1" and containing not less than 200 feet of frontage and containing a total Floor Area of approximately 50,079 square feet, together with any trash compactor pad, dumpster pad, generator pad, loading dock area and any other improvements at any time attached to or incorporated therewith, and any and all easements, rights and privileges granted in the Lease or now or hereafter attached or in any way belonging thereto (collectively, the "*Premises*"), which Premises are part of the land described in Exhibit "A-2" attached hereto and incorporated herein (the "*Real Property*") and improvements comprising a retail development commonly known as The Shops on Main (the "*Shopping Center*"), as further described in the Lease; and

WHEREAS, the parties hereto desire to enter into this Memorandum of Lease in order to provide public record notice of the Lease and certain provisions, rights and obligations pertaining to the Premises and the Shopping Center.

NOW, THEREFORE, for and in consideration of the foregoing premises, the sum of Ten and No/100 Dollars (\$10.00), the covenants, representations, warranties and agreements set forth in the Lease, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Capitalized Term. All capitalized terms used and not otherwise defined herein shall have the same meaning ascribed to such term(s) in the Lease.



33.00
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CHICAGO TITLE INSURANCE COMPANY

2. Term of Lease; Option Periods. The term of the Lease is for a period of ten (10) years commencing on the Rent Commencement Date. The Lease provides for three (3) successive Option Periods of five (5) years each.

3. Prohibited Uses. Landlord covenants that the Real Property shall not be leased or used directly or indirectly by Landlord or its agents, contractors, occupants, tenants, licensees, concessionaires, vendors or assigns for any of the uses (the "*Prohibited Uses*") set forth in Exhibit B. Tenant covenants that neither the Premises, nor any part thereof, shall be leased or used directly or indirectly by it, or its agents, contractors, occupants, tenants, licensees, concessionaires, vendors or assigns, for any of the Prohibited Uses.

4. Conflicts with Lease. This Memorandum of Lease is solely for notice and recording purposes and shall not be construed to alter, modify, expand, diminish or supplement any of the provisions of the Lease. In the event of any inconsistencies between the provisions of this Memorandum of Lease and the provisions of the Lease, the provisions of the Lease shall govern.

5. General. This Memorandum of Lease (a) shall be governed by and construed in accordance with the laws of the State of Indiana; (b) may be executed in multiple counterparts, each of which shall constitute an original; (c) shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns; and (d) may not be modified, amended or altered, except in writing signed by the parties hereto.

[SIGNATURE PAGES FOLLOW]



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

LANDLORD:

RB SCHERERVILLE CROSSINGS, LLC, a Delaware limited liability company

By: REGENCY REALTY GROUP, INC., a Florida corporation, its managing member

By _____
Name Nick Wibbenmeyer
Title Vice President



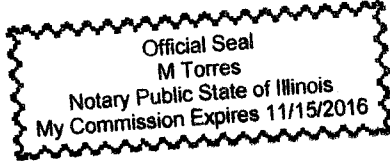
[COUNTERPART SIGNATURE PAGE TO MEMORANDUM OF LEASE]

STATE OF ILLINOIS §
§ SS
COUNTY OF DuPage §

On this 5th day of ~~October~~ ^{December}, 2013, before me, personally appeared ^{Nick} ~~Wibbenmeyer~~, known to me to be the ~~Vice President~~ of REGENCY REALTY GROUP, INC., a Florida corporation, the managing member of RB SCHERERVILLE CROSSINGS, LLC, a Delaware limited liability company, the limited liability company that is described in and that executed the within instrument, and acknowledged to me that such limited liability company executed the same.

M Torres
Notary Public

My Commission Expires:
11/15/2016



[COUNTERPART SIGNATURE PAGE TO MEMORANDUM OF LEASE]

Tenant:

GORDMANS, INC., a Delaware corporation

BY: Michael D James
NAME: Michael D. James
TITLE: SVP & CFO

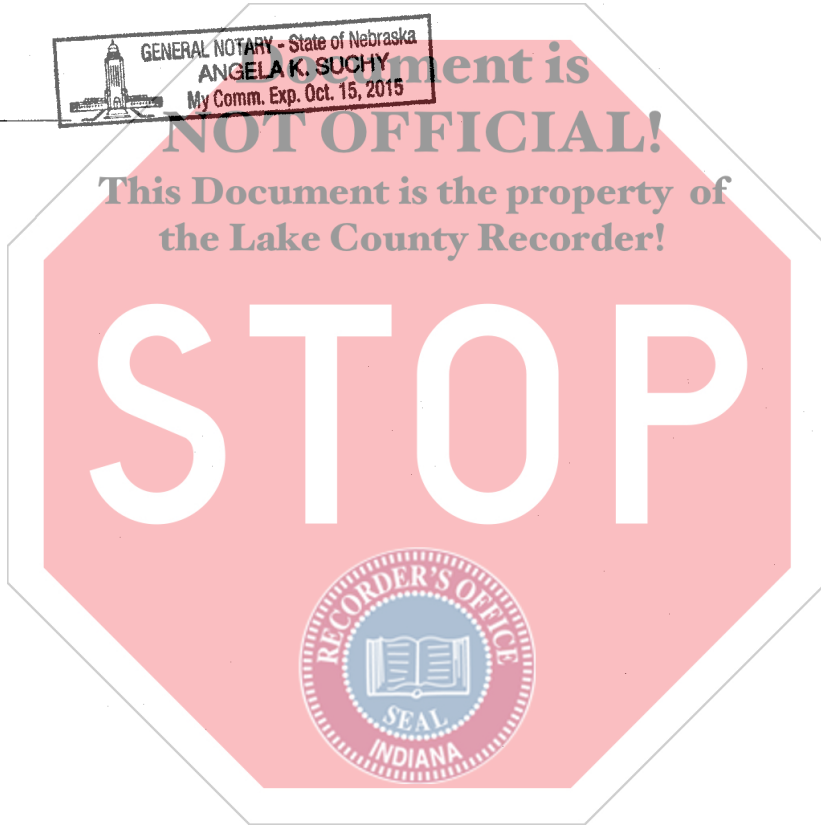
STATE OF NEBRASKA §
 § SS
COUNTY OF DOUGLAS §

On this 11th day of ~~October~~ November, 2013, before me, personally appeared Michael James known to me to be the SVP & CFO of GORDMANS, INC., a Delaware corporation, the corporation that is described in and that executed the within instrument, and acknowledged to me that such corporation executed the same.

Angela K Suchy
Notary Public

My Commission Expires:

10-15-15

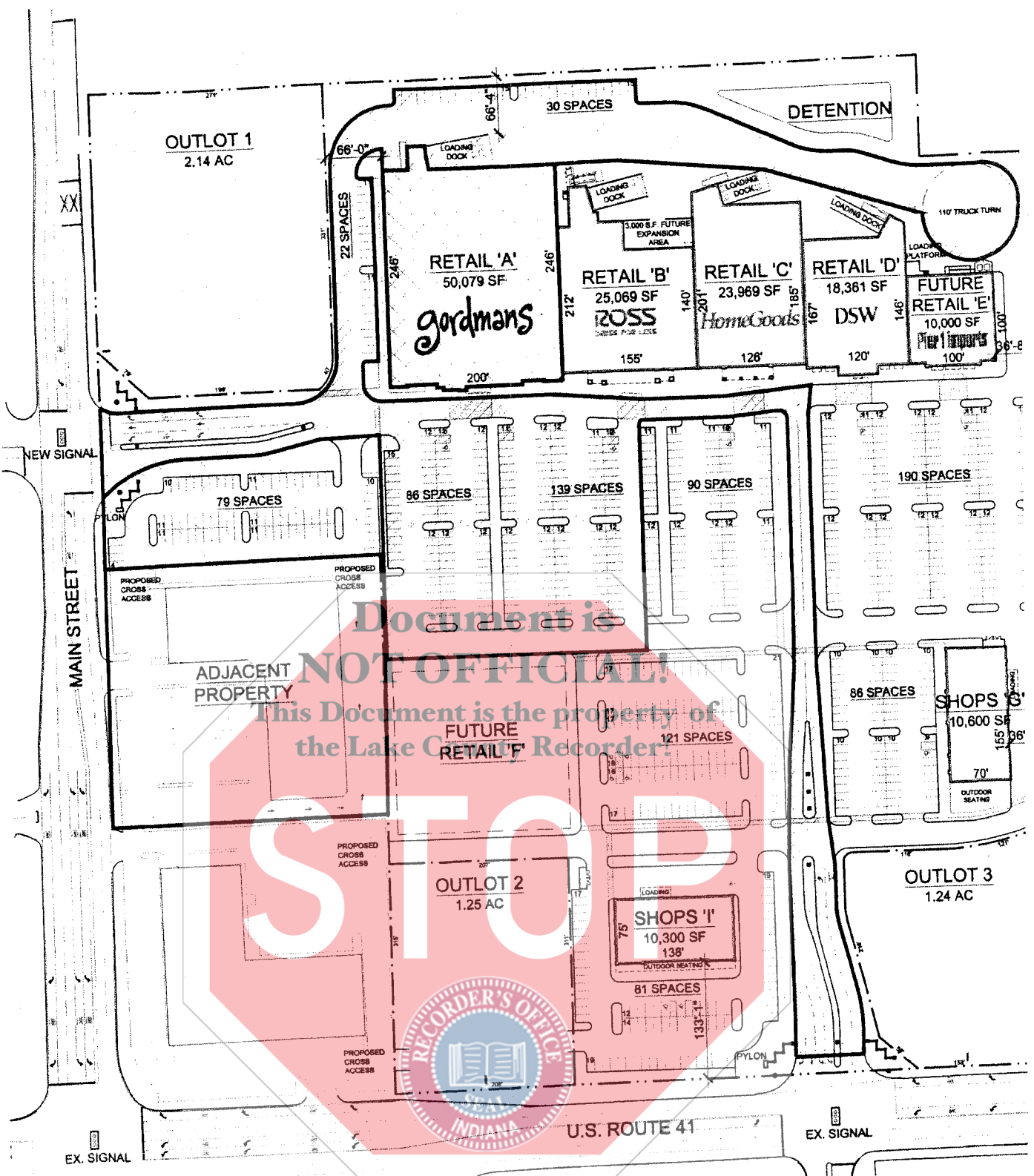


[COUNTERPART SIGNATURE PAGE TO MEMORANDUM OF LEASE]

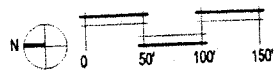
**EXHIBIT A-1
SITE PLAN**

(See following page.)





PROPOSED SITE PLAN



SHOPS ON MAIN
SCHERERVILLE, IN

REGEN

EXHIBIT A-2
LEGAL DESCRIPTION

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 1038.34 FEET TO THE POINT OF BEGINNING, CONTAINING 23.79 ACRES, MORE OR LESS.

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 **This Document is the property of the Lake County Recorder!**

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.



EXHIBIT B
PROHIBITED USES

- Except on Phase II of the Shopping Center (as depicted on the Site Plan) ("**Phase II**"), any use not open to the general public (uses open to the general public shall include repairs, alterations and offices incidental to retailing, banks and small loan offices, financial service offices, medical and dental offices, and the like so long as any such individual office does not exceed 3,000 square feet in size, except on the Outlots depicted on the Site Plan, in which case such individual office shall not exceed 5,000 square feet in size);
- Except on Phase II, spas or salons larger than 5,000 square feet of leasable floor area, no spas or salons shall be located in any portion of the Shopping Center labeled as "Retail A" thru "Retail E" on the Lease Plan (except as incidental to a retail use);
- Restaurants or establishments selling food prepared on premises for consumption on or off premises shall not be located in the portion of the Shopping Center labeled as "Retail A" thru "Retail E" on the Lease Plan; Notwithstanding the foregoing, this restriction shall in no way restrict a grocery store from operating in "Retail A" thru "Retail E";
- Dollar stores selling items primarily for \$1.00 or less (except for reputable national chains such as Dollar Tree and Five Below; provided, that in no event shall Family Dollar or Dollar General be allowed);
- Establishments which sell or display pornographic or obscene content or materials (except for first class book stores), adult theater or striptease establishments;
- Places of public assembly such as a meeting hall or church;
- Car wash or facility for the sale, display, leasing or repair of motor vehicles, trailers or boats;
- The sale or distribution of drug supplies or paraphernalia other than associated with a reputable pharmacy;
- Check cashing facilities (except as an incidental use);
- Central laundry, Laundromat or dry-cleaning plants (except for environmentally clean or pick up/drop off facilities);
- No auction fire or going out of business sales shall be allowed except a going out of business sale conducted during the last sixty (60) days of an existing tenant's retail operation;
- Psychic, tarot card reading or any similar service;
- Gun range;
- Funeral parlor, mortuary or blood bank;
- The sale of caskets (except as an incidental use);
- Hotel, motel or motor inn;
- Industrial or manufacturing purposes;
- Residential purposes;
- Except on Phase II, theater (either motion picture or stage);
- Bingo parlor;
- Carnival, circus, or amusement park;
- Except on Phase II, bowling alley;
- Except on Phase II, Christmas tree sales within the parking lot;
- Warehouse or storage facility (except as an incidental use); provided, however, this restriction shall not restrict the use of the Shopping Center by any warehouse club, including, without limitation, Sam's or Costco;
- A private or commercial golf course, country club, massage parlor, tennis club, skating facility, racquet sports facility (including handball or racquetball court), hot tub facility, suntan facility, racetrack, airplane, skybox or other private luxury box, health club, and facility used for gambling or any store the principal business of which is the sale of alcoholic beverages for consumption off premises, all of which are currently set forth in I.C. §36-7-11.9-3;

- Gas Station;
- Animal Clinic, unless ancillary to a national or regional retailer selling pet related products, such as Petco, PetLand or PetSmart;
- A store specializing in adult or sexually explicit material;
- Nightclub or other similar use the primary purpose of which is serving alcohol, excluding any primary restaurant use having entertainment or serving alcohol.
- Non-national or regional billiard or pool hall; provided, however, no billiard or pool hall shall be permitted on any area of the Shopping Center except Phase II;
- A store whose primary business is gambling, a game room, an amusement arcade, or a pinball arcade;
- A facility for the sale of paraphernalia used for the ingestion or use of illicit drugs;
- Tattoo parlor;
- Gun shop;
- Flea market, non-national chain second-hand or used goods store selling primarily distressed or damaged merchandise;
- Pawn shop or auction house;
- Beauty or barber college;
- A store primarily engaged in the sale or distribution of fireworks;
- A store that operates only on a seasonal basis;
- Schools (except for tutoring or other educational facilities, such as Sylvan and Kumon Learning Center, not exceeding 2,500 square feet of leasable floor area, provided that tutoring or other educational facilities shall not be located in any portion of the Shopping Center labeled "Retail A" thru "Retail E" on the Lease Plan); and
- Karate center.

