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1104803041

PREPARED BY AND RECORDING REQUESTED BY

Ross Dress For Less, Inc. ✓

AND WHEN RECORDED MAIL TO:

Ross Dress For Less, Inc.
4440 Rosewood Drive
Mail Stop PL4 4E2
Pleasanton, CA 94588-3050
Attn: Lisa A. Zinis, Esq.
Real Estate Law Department

Doc#: 1104803041 Fee: \$54.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/17/2011 03:39 PM Pg: 1 of 9

PERMANENT TAX #:

10-29-403-025-0000; 10-29-403-026-0000;
10-29-403-027-0000; 10-29-403-028-0000;
10-29-403-029-0000; 10-29-403-030-0000;
10-29-403-032-0000 ✓

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

MEMORANDUM OF LEASE

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1. This Memorandum of Lease is effective upon recordation and is entered into by and between TDC OCEAN POINTE, L.L.C. a Delaware limited liability company ("Landlord"), having its principal place of business at 799 Central Avenue, Suite 300, Highland Park, IL 60035, and ROSS DRESS FOR LESS, INC., a Virginia corporation ("Tenant"), having its principal place of business at 4440 Rosewood Drive, Mail Stop PL4 4E2, Pleasanton, CA 94588-3050, who agree as follows:

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

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

4. The provisions of the Lease are incorporated into this Memorandum of Lease by reference. The Lease contains the following provision(s):

"3.2.1. Retail Use.

(a) Subject to the provisions of Section 3.2.1(b) below, Tenant has entered into this Lease in reliance upon representations by Landlord that Landlord's Parcel is and shall remain retail in character, and, further, no part of Landlord's Parcel shall be used for office or residential purposes or as a theater, auditorium, meeting hall, school, church or other place of

Store No. 1463, "Niles"
Pointe Plaza Shopping Center
Niles, IL
LZ: 51.05.2

S ✓
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1 public assembly, "flea market," gymnasium, veterinary services or pet vaccination clinic or
 2 overnight stay pet facilities (except as an incidental use in conjunction with the operation of a
 3 national or regional pet store retailer, provided such pet store retailer is not located within one
 4 hundred fifty (150) feet of the front and side perimeter walls of the Store), health club, dance
 5 hall, billiard or pool hall, massage parlor, video game arcade, bowling alley, skating rink, car
 6 wash, facility for the sale, display, leasing or repair of motor vehicles, night club, the sale of adult
 7 products or adult bookstores or adult audio/video products stores (which are defined as stores in
 8 which at least ten percent (10%) of the inventory is not available for sale or rental to children
 9 under the age of majority in the state in which the Store is located because such inventory
 10 explicitly deals with or depicts human sexuality). No ATM or similar machine shall be permitted
 11 on the front or side perimeter walls of the Store. No restaurant shall be permitted in Landlord's
 12 Parcel within a two hundred fifty (250) foot radius from the Store, measured from the center
 13 point of the Store's storefront lease line. The foregoing use restrictions are referred to herein as
 14 the Ross Prohibited Uses.

15 (c) Exceptions. Notwithstanding the prohibitions set forth in Section
 16 3.2.1(a) above, the following uses shall be permitted in Landlord's Parcel:

17 (i) Existing Leases: The Ross Prohibited Uses set forth in
 18 Section 3.2.1(a) shall not apply to those tenants or occupants of Landlord's Parcel listed on
 19 **Exhibit K** who, in accordance with the terms of existing leases or occupancy agreements in
 20 effect on the Effective Date, as same may be (1) extended, renewed, assigned, or sublet in
 21 accordance with the terms of such existing lease or occupancy agreements, or (2) extended or
 22 renewed regardless of whether such extension or renewal is pursuant to an express provision of
 23 such leases or occupancy agreements and regardless of whether such extension or renewal is
 24 documented in an amendment or a new lease (the "Existing Leases"), cannot be prohibited from
 25 so operating, nor shall the Ross Prohibited Uses apply to any replacement of such existing
 26 tenants or occupants, so long as the use clause in the leases or occupancy agreements of such
 27 replacement tenants or occupants is not more broad than the use clause set forth in the Existing
 28 Leases. Landlord covenants and agrees that if Landlord has the right to consent to a change in
 29 use of the premises occupied by any such Existing Leases, Landlord shall not consent to a change
 30 in use of the premises which violates the Ross Prohibited Uses set forth in Section 3.2.1(a);

31 (ii) Retail Service Offices. "Retail Service Offices", which are
 32 defined as offices that are typically found in shopping centers that provide services directly to the
 33 public such as travel agencies, real estate brokers, insurance brokers, and optometrist's office,
 34 and may include a management office utilized by Landlord, shall be permitted on Landlord's
 35 Parcel within those areas designated on **Exhibit B** as the A Shops, G Shops, and C Shops;

36 (iii) Veterinary/Overnight Pet Boarding. Veterinary services
 37 (including vaccination clinics) and overnight-stay pet facilities shall be permitted on Landlord's
 38 Parcel provided that such uses are: (A) incidental to a national or regional retail pet store
 39 operation such as Petco or PetSmart; and (B) provided such pet store retailer is not located within
 40 one hundred fifty (150) feet of the front and side perimeter walls of Tenant's Store;

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1 (iv) Health Club. One (1) health club shall be permitted on
 2 Landlord's Parcel provided that it is not located within one hundred fifty (150) feet of the front
 3 and side perimeter walls of Tenant's Store;

4 (v) Children's Gym. A children's gym, such as a "My Gym",
 5 "Little Gym" or "Gymboree" on Landlord's Parcel, not to exceed two thousand (2,000) square
 6 feet of Leasable Floor Area, except that in Retail G Outparcel and the building designated on
 7 **Exhibit B** as "Retail A", such two thousand (2,000) square foot limit shall not apply;

8 (vi) Restaurants: Restaurants (including replacements of
 9 restaurants operated under Existing Leases), shall be permitted (1) on the Outparcels (including
 10 the Retail G Outparcel), and (2) in all other portions of Landlord's Parcel, provided restaurants in
 11 such other portions of Landlord's Parcel are not within a two hundred fifty (250) foot radius of
 12 the Store, measured from the center point of the Store's storefront lease line.

13 Notwithstanding anything to the contrary contained in this Lease, the Ross Prohibited Uses shall
 14 apply only so long as Tenant's permitted use is not materially different from that set forth in
 15 Section 15.1 and Ross Dress For Less, Inc., a Related Entity, or a similar national or regional
 16 retailer is the "tenant" under this Lease."

"15.3 Protection.

18 Without the prior written consent of Tenant, which consent may be withheld in
 19 the absolute and sole discretion of Tenant, Landlord shall not, from and after the Effective Date
 20 of this Lease, execute a lease or other occupancy agreement with any other tenant or occupant of
 21 Landlord's Parcel that will permit such tenant or occupant to use more than ten thousand
 22 (10,000) square feet of Leasable Floor Area of its premises for the Off Price Sale (as hereinafter
 23 defined) of apparel (except for discount department stores in excess of eighty-five thousand
 24 (85,000) square feet of Leasable Floor Area). For purposes of this Section 15.3, "Off Price Sale"
 25 shall mean the retail sale of merchandise on an every day basis at prices reduced from those
 26 charged by full price retailers, such as full price department stores; provided, however, this
 27 definition shall not prohibit sales events by a retailer at a price discounted from that retailer's
 28 every day price."

29 5. The provisions of the Lease to be performed by Landlord whether or be performed
 30 at the Tenant's store, or any other portion of the Shopping Center, whether affirmative or
 31 negative in nature, are intended to and shall bind the Landlord, its successors and assigns at any
 32 time and shall inure to the benefit of Tenant, its successors and assigns.

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

35 Contents of Memorandum of Lease:

Paragraphs 1-6

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Exhibit A - Legal Description
Part I - Landlord's Parcel
Exhibit B - Site Plan

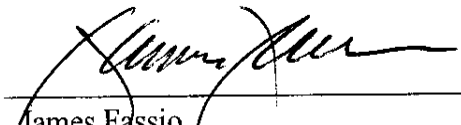
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IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Memorandum of Lease on this 17 day of December, 2010.

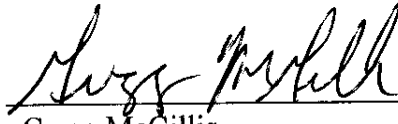
LANDLORD:
TDC OCEAN POINTE, LLC,
a Delaware limited liability company

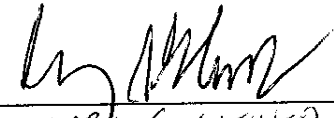
TENANT:
ROSS DRESS FOR LESS, INC.,
a Virginia corporation

By: TDC OCEAN POINT SELECT, LLC,
an Illinois limited liability company,
Its Manager

By: 
James Fassio
Its: President and Chief Development Officer

By: TUCKER DEVELOPMENT
CORPORATION,
an Illinois corporation,
Its Manager

By: 
Gregg McGillis
Its: Senior Vice President, Property Development

By: 
Name: CARL S. GREWER
Its: President
Executive Vice

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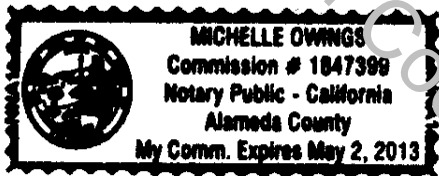
1

State of California)
) ss.
County of Alameda)

2 On December 17, 2010 before me, Michelle Owings,
3 a Notary Public, personally appeared James Fassio and Gregg McGillis, who proved to me on the
4 basis of satisfactory evidence to be the persons whose names are subscribed to the within
5 instrument and acknowledged to me that they executed the same in their authorized capacities,
6 and that by their signatures on the instrument the persons, or the entity upon behalf of which the
7 persons acted, executed the instrument.

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

10 WITNESS my hand and official seal.



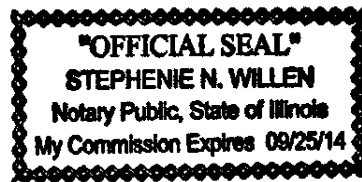
Michelle Owings
Notary Public

11

State of Illinois)
) ss.
County of Lake)

12 On January 21, 2011 before me, Stephanie N. Wilken, a Notary Public,
13 personally appeared Cory S. Blenner,
14 personally known to me (or proved to me on the basis of satisfactory evidence) to be the
15 person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that
16 he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
17 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)
18 acted, executed the instrument.

19 WITNESS my hand and official seal.



Stephanie N. Wilken
Notary Public

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EXHIBIT A

LEGAL DESCRIPTION OF THE SHOPPING CENTER

PART I: LANDLORD'S PARCEL

PARCEL 1:

LOTS 2, 3, 4, 5, 6, 7, 8 AND 10 IN POINTE PLAZA SUBDIVISION, BEING A SUBDIVISION OF LOT 2 IN ANNIE MULLEN SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 22, 1999 AS DOCUMENT NUMBER 09188471, IN COOK COUNTY, ILLINOIS. ✓

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1, AS CREATED BY THAT CERTAIN EASEMENT WITH COVENANTS AND RESTRICTIONS DATED DECEMBER 30, 1998 AND RECORDED MARCH 18, 1999 AS DOCUMENT 99265776 BY AND BETWEEN TDC NILES, L.L.C. AND WAL-MART REAL ESTATE BUSINESS TRUST, AS AMENDED BY FIRST AMENDMENT TO EASEMENT WITH COVENANTS AND RESTRICTIONS RECORDED APRIL 7, 1999 AS DOCUMENT NO. 99334820.

Store No. 1463, "Niles"
Pointe Plaza Shopping Center
Niles, IL
LZ: 51.v1

EXHIBIT A
PART I

FINAL

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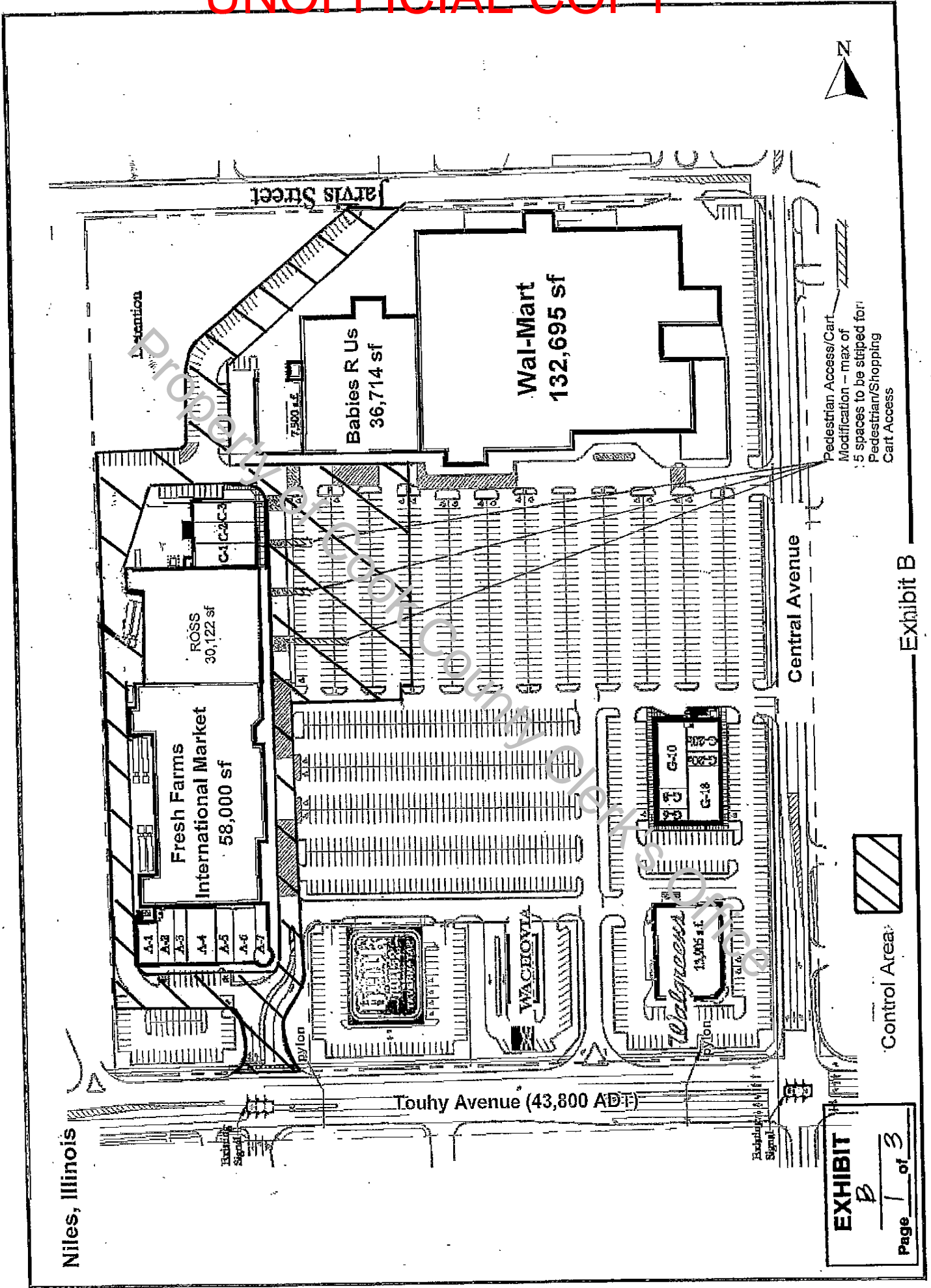


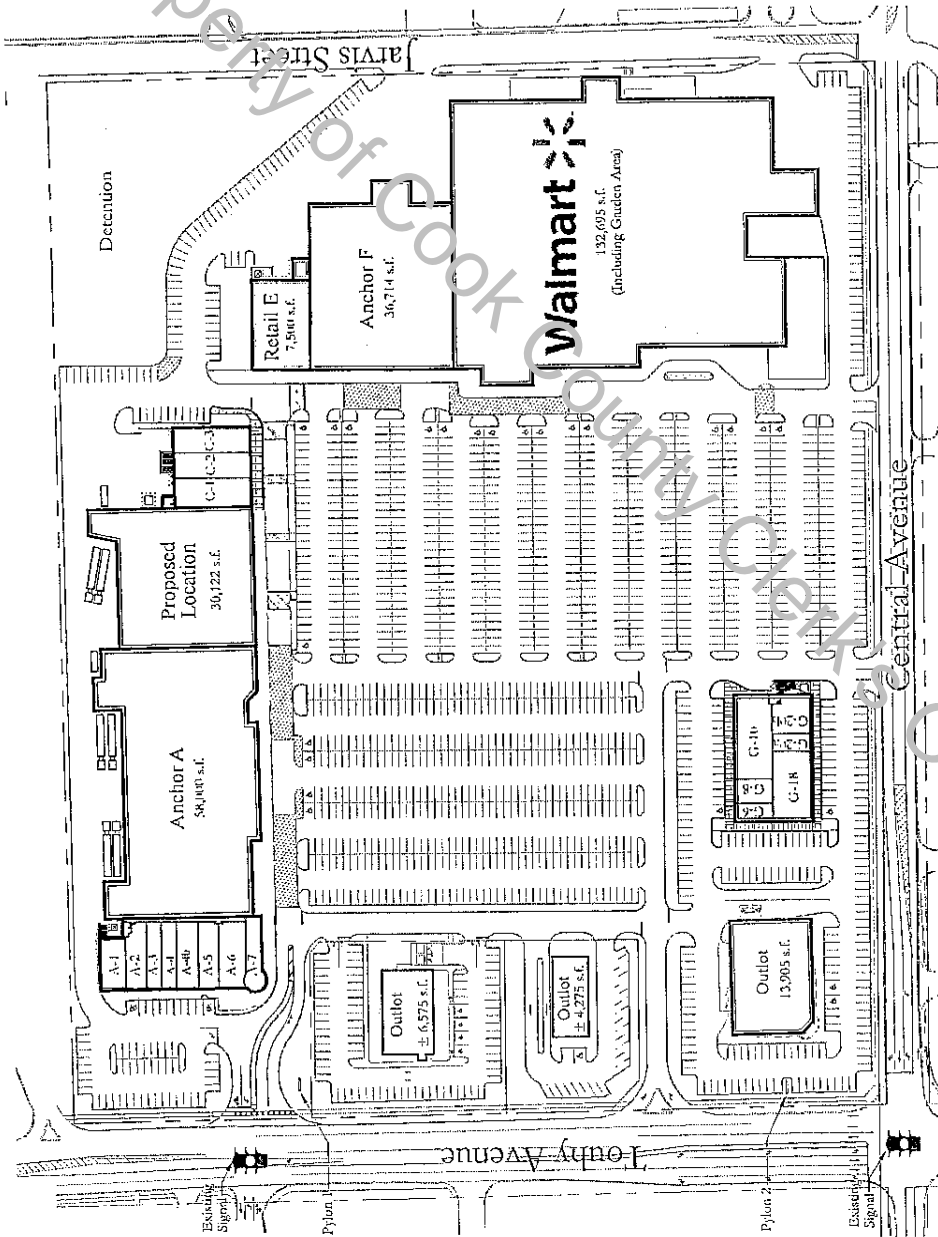
Exhibit B

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1463

Anchor A	58,000 s.f.
Anchor F	36,714 s.f.
Inline Shops	
A Shops	Floor Area
A-1	2,000 s.f.
A-2	2,000 s.f.
A-3	1,520 s.f.
A-4	1,500 s.f.
A-4b	2,100 s.f.
A-5	2,133 s.f.
A-6	2,808 s.f.
A-7	1,908 s.f.
A Shops Total	15,969 s.f.
Retail C	
C Shops	Floor Area
C-1	3,500 s.f.
C-2	3,000 s.f.
C-3	3,000 s.f.
C Shops Total	9,500 s.f.
Retail E	7,500 s.f.
Retail G	
G Shops	Floor Area
G-6	1,050 s.f.
G-8	1,450 s.f.
G-10	4,906 s.f.
G-18	4,096 s.f.
G-20a	1,044 s.f.
G-20b	2,180 s.f.
G Shops Total	14,726 s.f.

Anchor B 27,689



Property of COOK COUNTY

KINGSLY + GIANNO ARCHITECTS 3147 FINE AV. VERMILION ILLINOIS 60461	
A1	
TUCKER DEVELOPMENT CORPORATION	
OCTOBER 7, 2007	

Pointe Plaza
Central Avenue & Touhy Avenue
Niles, IL

outlots 13,905
4,275
6,575
24,755



Site Plan

170,098 F

194,853

EXHIBIT
B
2 of 3
Page

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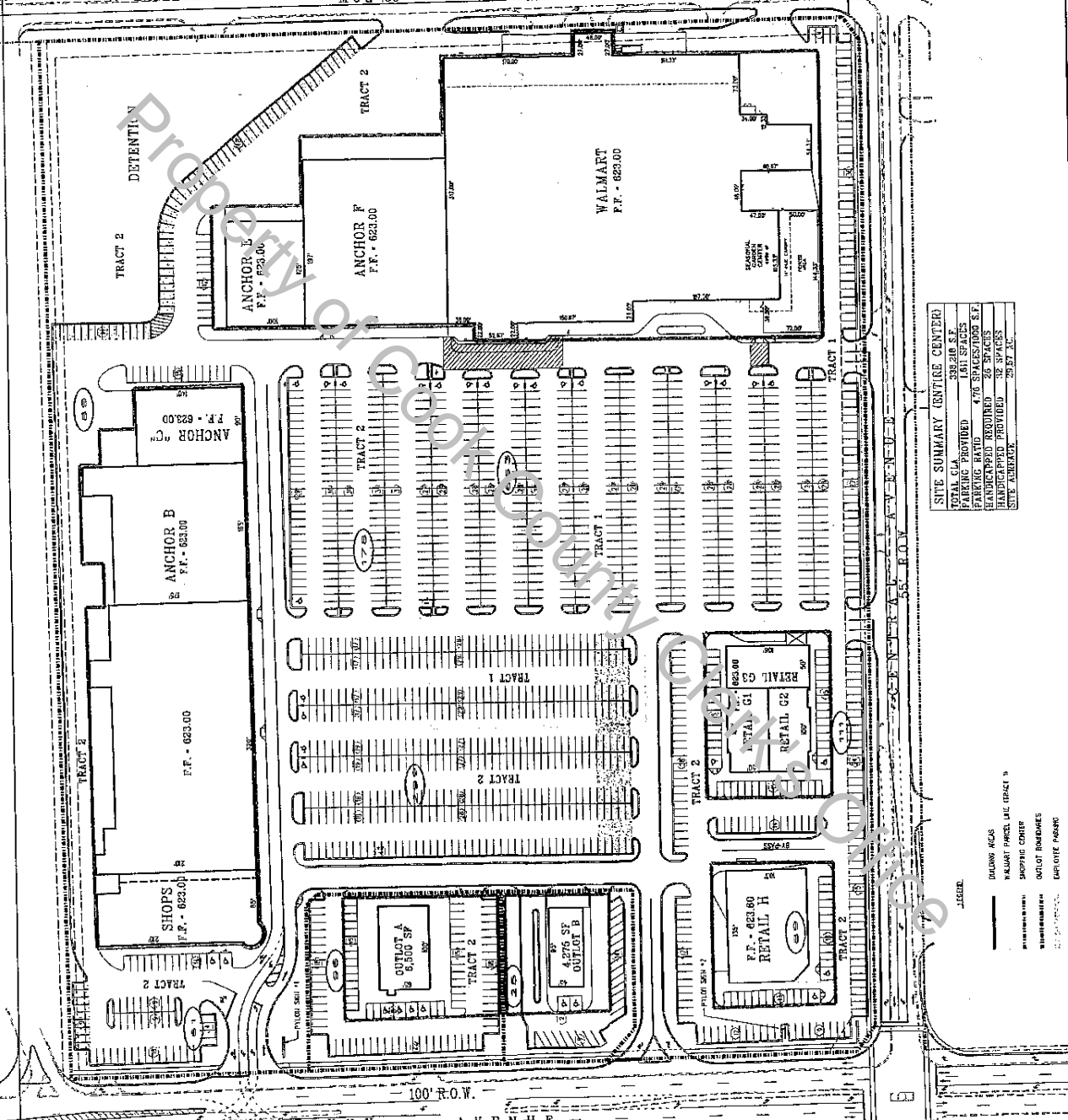
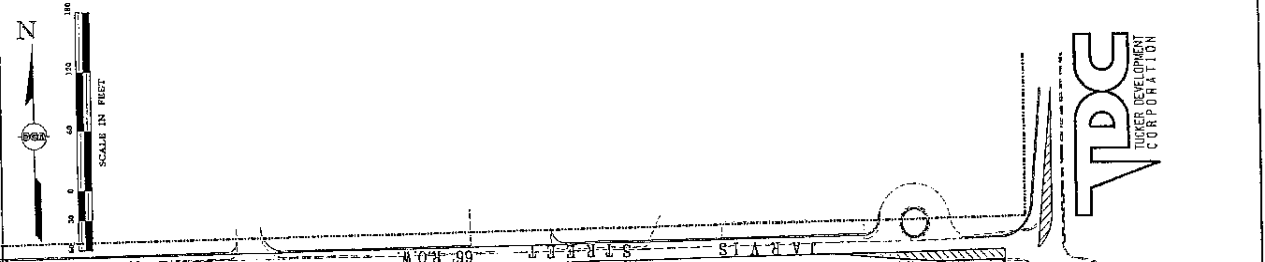
Ex. A to ECR shows Tracts 1463

DAVID EVANS AND ASSOCIATES
 2806 RUFNER RD., STE. 200
 BIRMINGHAM, AL 35210 (205) 838-5555

EXHIBIT A
 POINTS PLAZA
 VILLAGE OF NILES, ILLINOIS
 TUCKER DEVELOPMENT
 HIGHWAY 66, ILLINOIS

6.11.11

DATE: 06/11/11
 DRAWN BY: JAC
 CHECKED BY: JAC



SITE SUMMARY (ENTIRE CENTER)

TOTAL G.A.	392,216 SF
TOTAL PAVING	100,000 SF
PARKING PROVIDED	4,170 SPACES/STORES
STANDARD TRUCK	26 SPACES
HANDICAPPED PROVIDED	38 SPACES
SITE AREA	29,577 AC.

- LEGEND
- BUILDING WALLS
 - WALKWAY
 - SHOPPING CENTER
 - OUTLOT BOUNDARIES
 - EMPLOYEE PARKING

TDC
TUCKER DEVELOPMENT CORPORATION