

PREPARED 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: Susan Myers, Esq.

Real Estate Law Dept.

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

MEMORANDUM OF LEASE

1 PIN Nos.: 15-17-403-026-0000, 15-17-404-013-000, 15-17-404-045-0000, 15-17-404-046-0000,  
2 15-17-404-047-0000, 15-17-405-005-0000, 15-17-405-006-0000, and 15-17-405-007-0000.

3  
4  
5 1. This Memorandum of Lease is effective upon recordation and is entered into by and  
6 between COLE MT CHICAGO IL, LLC, a Delaware limited liability company ("Landlord"), having  
7 its principal place of business c/o Cole Real Estate Investments, 2325 East Camelback Road, Suite  
8 1100, Phoenix, AZ 85016, and ROSS DRESS FOR LESS, INC., a Virginia corporation ("Tenant"),  
9 having its principal place of business at 4440 Rosewood Drive, Mail Stop PL4 4E2, Pleasanton, CA  
10 94588-3050, who agree as follows:

11 2. Landlord, as successor in interest to Metro Commons, LLC, and Tenant are parties  
12 to that certain lease dated September 28, 2012 (the "Lease") for a portion of that real property  
13 located in the City of Hillside, Cook County, State of Illinois, described in Exhibit A hereto, for a  
14 term of approximately ten (10) years which term is subject to extension by Tenant for four (4)  
15 additional periods of five (5) years each. The Exhibit A lands are sometimes herein referred to as  
16 the "Shopping Center."

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

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

22 "3.2.1. Retail Use. Tenant has entered into this Lease in reliance upon  
23 representations by Landlord that Landlord's Parcel is and shall remain retail in character, and,  
24 further, no part of Landlord's Parcel shall be used for office or residential purposes or as a theater,  
25 auditorium, meeting hall, school (provided this prohibition shall not apply to on-site employee  
26 training by a tenant incidental to the conduct of its business), church or other place of public  
27 assembly, "flea market," mortuary, gymnasium or health club (except such use shall be permitted  
28 but only to the extent that the facility (a) contains less than 10,000 Leasable Floor Area, (b) is not  
29 located within 300 feet from the front or perimeter walls of the Store, and (c) does not have doors

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1 facing the front of the Store), veterinary services or pet vaccination clinic or overnight stay pet  
2 facilities (except as an incidental use in conjunction with the operation of a national or regional pet  
3 store retailer, provided such pet store retailer is not located within one hundred fifty (150) feet of the  
4 front and side perimeter walls of the Store), dance hall, billiard or pool hall, massage parlor  
5 (provided that an establishment offering therapeutic massages, such as Massage Envy shall be  
6 permitted but only to the extent such establishment contains less than 3,000 square feet of Leaseable  
7 Floor Area and is not located within 100 feet of the sidewalls or front doors of the Store), video  
8 game arcade (except the foregoing shall not prohibit the operation of a GameStop or similar  
9 operation), bowling alley, skating rink, car wash, facility for the sale, display, leasing or repair of  
10 motor vehicles, night club whose reasonably projected annual gross revenues from the sale of  
11 alcoholic beverages for on-premises consumption exceed 35% of the gross revenue of such business  
12 (but any such night club may only be located on an Outparcel), Internet café unless incidental to the  
13 primary business of a tenant, the sale of adult products or adult bookstores or adult audio/video  
14 products stores (which are defined as stores in which at least ten percent (10%) of the inventory is  
15 not available for sale or rental to children under the age of majority in the state in which the Store is  
16 located because such inventory explicitly deals with or depicts human sexuality) (except that the  
17 foregoing shall not prohibit the customary operation of Barnes and Noble and other similar book  
18 sellers). No ATM or similar machine shall be permitted in the Shopping Center within one  
19 hundred (100) feet of the front and side perimeter walls of the Store, except if located wholly within  
20 the interior of another tenant's or occupant's premises. No tenant or occupant of the Shopping  
21 Center, other than Tenant, shall be permitted to use one thousand five hundred (1,500) square feet  
22 or more of Leasable Floor Area of its premises primarily for the rental or sale of prerecorded audio  
23 or video merchandise or electronic games software and technological evolutions thereof (except the  
24 foregoing shall not prohibit the customary operation of office supply stores or retailers such as Best  
25 Buy, HH Gregg, Radio Shack or Game Stop). Landlord shall not permit the sale of whole bean or  
26 ground coffee in the Shopping Center by any national specialty coffee retailers having more than  
27 two thousand (2,000) retail locations containing five thousand (5,000) square feet of Leasable Floor  
28 Area or less. The foregoing sentence shall not apply to the following: Dunkin' Donuts, all fast food  
29 restaurants (i.e., McDonald's, Burger King, Wendy's, etc.), Krispy Kreme Donuts, Caribou Coffee,  
30 Tea Leaf, Gloria Jean's, Tally's, Tim Horton's, Peet's, Green Mountain Coffee, Saxby's, Coffee  
31 Beanery, Seattle's Best or Einstein Bagels. Notwithstanding the foregoing, Tenant acknowledges that  
32 that Starbucks shall be permitted to operate its business within the SuperTarget premises as and to  
33 the extent permitted under its existing lease. Further, no restaurant or other "High Intensity Parking  
34 User" (as hereinafter defined) shall be permitted in Landlord's Parcel within five hundred (500) feet  
35 of the front and side perimeter walls of the Store. A "High Intensity Parking User" is a tenant or  
36 occupant whose use requires more than five (5) parking spaces per one thousand (1,000) square feet  
37 of Leasable Floor Area in accordance with either customary shopping center practices or  
38 governmental regulations, whichever has a higher parking requirement. The foregoing use  
39 restrictions are referred to herein as the "Ross Prohibited Uses". The Ross Prohibited Uses set forth  
40 in this Section 3.2.1 shall not apply to those tenants or occupants of the Shopping Center who, in  
41 accordance with the terms of existing leases or occupancy agreements in effect on the Effective  
42 Date ("Existing Tenants"), cannot be prohibited from so operating, but only for the balance of the  
43 term(s) of such existing lease(s) or occupancy agreement(s). Landlord covenants and agrees that if  
44 Landlord has the right to consent to a change in use of the premises occupied by any such Existing  
45 Tenant, Landlord shall not consent to a change in use of the premises which violates the Ross  
46 Prohibited Uses.

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1 "15.3 Protection.

2 Without the prior written consent of Tenant, which consent may be withheld in the  
3 absolute and sole discretion of Tenant, no tenant or occupant of Landlord's Parcel (other than  
4 Tenant) may use, and Landlord, if it has the capacity to do so, shall not permit any other tenant or  
5 occupant of the Shopping Center to use its premises for the Off Price Sale (as hereinafter defined)  
6 of merchandise. For purposes of this Section 15.3, "Off Price Sale" shall mean the retail sale of  
7 merchandise on an every day basis at prices reduced from those charged by full price retailers, such  
8 as full price department stores; provided, however, this definition shall not prohibit sales events by a  
9 retailer at a price discounted from that retailer's every day price.

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

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

16 Contents of Memorandum of Lease:

- Paragraphs 1-6
- Exhibit A - Legal Description - Landlord's Parcel
- Exhibit B - Site Plan

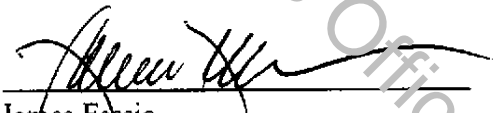
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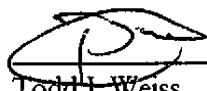
19 IN WITNESS WHEREOF, Landlord and Tenant have duly executed this  
20 Memorandum of Lease on this 31 day of October, 2012.


**LANDLORD:**  
**COLE MT CHICAGO IL, LLC**  
a Delaware limited liability company

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

By: Cole REIT Advisors III, LLC,  
a Delaware limited liability company,  
its Manager

By:   
James Fassio  
Its: President and Chief Development Officer

By:   
Name: Todd J. Weiss  
Its: Senior Vice President

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

21  
22

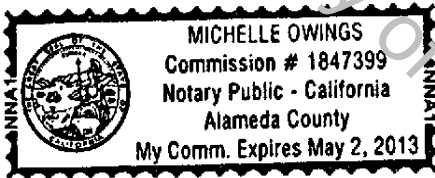
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1 State of California )  
2 ) ss.  
3 County of Alameda )

4  
5 On October 31, 2012 before me, Michelle Owings, a Notary Public,  
6 personally appeared James Fassio and Gregg McGillis, who proved to me on the basis of satisfactory  
7 evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and  
8 acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies),  
9 and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of  
10 which the person(s) acted, executed the instrument.

11  
12 I certify under PENALTY OF PERJURY under the laws of the State of California that the  
13 foregoing paragraph is true and correct.

14  
15 WITNESS my hand and official seal.

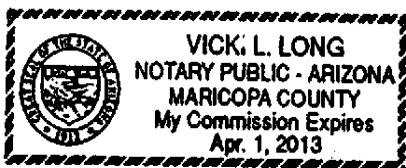


Michelle Owings  
Notary Public

22  
23  
24 State of Arizona )  
25 ) ss.  
26 County of Maricopa )

27  
28 On November 1, 2012 before me, Vicki L. Long, a Notary Public,  
29 personally appeared TODD J. WEKS,  
30 personally known to me or proved to me, on the basis of satisfactory evidence, to be the person(s)  
31 whose name(s) is/are subscribed to the within instrument and acknowledged to me that  
32 he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their  
33 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,  
34 executed the instrument.

35  
36 WITNESS my hand and official seal.



Vicki L. Long  
Notary Public

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## MEMORANDUM OF LEASE EXHIBIT A

### LEGAL DESCRIPTION OF THE SHOPPING CENTER

#### PART I – LANDLORD'S PARCEL

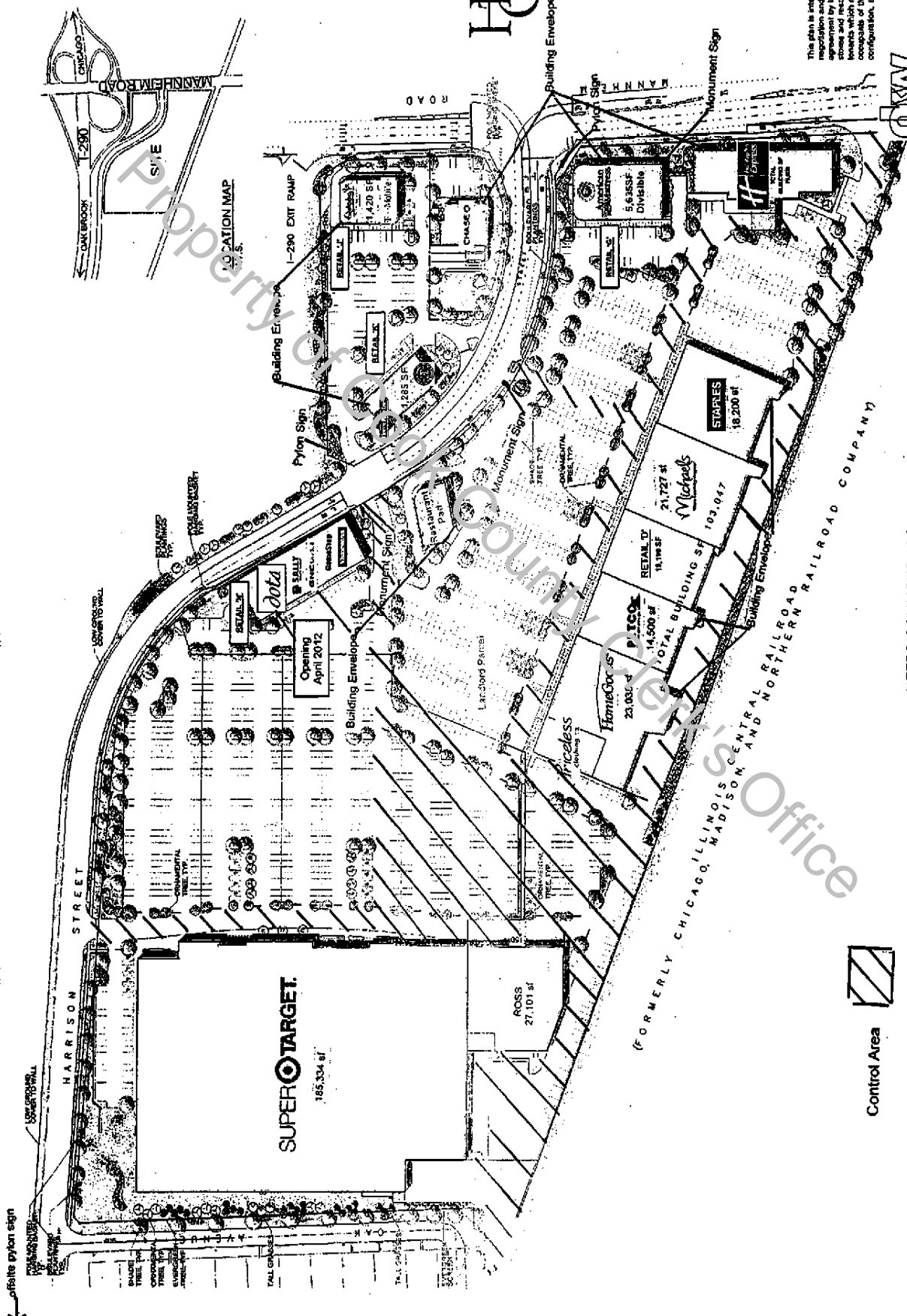
PARCEL 1:

LOTS 2, 3, 5, 6 AND 7 IN METRO COMMONS, BEING A SUBDIVISION OF PART OF THE SE 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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## Hillside Town Center



This plan is intended to depict details that are completed, proposed or in process of completion and shall not be deemed to be a warranty, representation or agreement by the architect that the color, common areas, buildings and/or fixtures and materials will be as illustrated on the plan or that any of the items which may be referenced on the plan will at any time be incorporated in the center. Landlord reserves the right to modify size, configuration, and occupants of the center at any time.



OKW Architects  
PROJECT MANAGER



METRO COMMONS, LLC

Exhibit B



Control Area

Office