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MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made as of the 16th day of March, 1981, and between LASALLE NATIONAL BANK, not individually, but solely as Trustee under Trust Agreement dated May 5, 1981, and known as Trust No. 103910 ("Landlord"), and joined by its sole beneficiary, ROUSE-RANDHURST SHOPPING CENTER, INC. and FEDERATED DEPARTMENT STORES, INC., a Delaware corporation ("Tenant").

RECITALS

A. Landlord is the ground lessee of a certain parcel of land located in Mount Prospect, Illinois, which parcel is described in Exhibit "A-1" attached hereto and which is commonly known as the Randhurst Shopping Center ("Shopping Center").

B. Pursuant to that certain Lease of even date herewith, Landlord has leased to Tenant a certain portion of the Shopping Center legally described on Exhibit "A-2" attached hereto ("Demised Premises") for use as a department store.

C. In accordance with the terms of the Lease, Landlord and Tenant have agreed to the execution, delivery and recordation of this Memorandum for purposes of giving record notice as to the existence of the Lease and certain of its terms.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and as set forth in the Lease and for other good and valuable consideration, the parties hereto agree as follows:

1. The Recitals set forth above are accurate and are a part hereof.
2. Landlord hereby leases and demises to Tenant, and Tenant hereby takes and hires from Landlord, upon and subject to the provisions of the Lease, the Demised Premises, together with all buildings, fixtures, equipment and improvements now or hereafter located thereon and further, together with all appurtenances, rights, licenses, privileges and easements now or hereafter benefitting, belonging or pertaining thereto, and whether granted herein or elsewhere.

PREPARED BY AND MAIL TO:

James A. Parker, Esq.
Rudnick & Wolfe
203 North LaSalle Street
Suite No. 1700
Chicago, Illinois 60601

PROPERTY ADDRESS:

Elmhurst and Kensington Roads
Mount Prospect, Illinois
Prin: 03-27-401-077

JAP0524 07/25/88 1200

BOX 15

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3. The initial term of the Lease shall commence on the date hereof and shall end, unless sooner terminated, at midnight on October 31, 1987. The primary term of the Lease shall commence on November 1, 1987 and shall end at midnight on October 31, 2007, unless its term is extended or sooner terminated as provided in the Lease. Tenant is also granted the right and option to extend the primary term of the Lease for a period of fifteen (15) years to follow the primary term, such option being subject to the terms and conditions set forth in the Lease.

4. The size of the Tenant's Store Building (as such term is defined in the Lease) located on the Demised Premises consists of 71,886 square feet; the Landlord's floor area (as such term is defined in the Lease) located on the Shopping Center, excluding the Demised Premises, consists of 1,135,586 square feet.

5. Any notice, request, approval, consent, waiver or discharge given or required to be given under the Lease shall be in writing and shall have been deemed to have been given when mailed by United States registered or certified mail, postage prepaid, return receipt requested, to such party at the address stated below or at the last changed address given by the party to be notified as hereinafter specified:

TO LANDLORD: House-Randhurst Shopping Center, Inc.
c/o The Rouse Company Building
Columbia, Maryland 21044-3456
Attention: General Counsel

TO TENANT: Federated Department Stores, Inc.
7 West Seventh Street
Cincinnati, Ohio 45202
Attention: Real Estate Department

and

MainStreet
2345 North Waukegan Road
Suite E-300
Bannockburn, Illinois 60015
Attention: Chairman

Either party may at any time change its address for notification purposes, by mailing as aforesaid a notice stating the change and setting forth the new address; provided, however, that at no time shall either party be obligated to give notification to more than three (3) addressees at one time.

6. This Memorandum of Lease is executed on behalf of LaSalle National Bank ("Bank"), not individually but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly

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understood and agreed that nothing herein contained shall be construed as creating any personal liability on said Trustee or on said Bank personally or the successors or assigns of either, to pay any indebtedness accruing hereunder, or to perform any covenant, either express or implied herein contained, all such liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder, and that so far as said Trustee and Bank personally are concerned, the legal holder or holders of this Memorandum of Lease and the owner or owners or any indebtedness accruing hereunder, shall look solely to the Property owned by such Trustee for the payment thereof, by the enforcement of any liens, hereby created, in the manner herein provided.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Memorandum of Lease as of the day and year first above written.

ATTEST:

By: 

Its: Assistant Secretary

LANDLORD:

LASALLE NATIONAL BANK, not individually but as Trustee as aforesaid

By: 

Its: Assistant Vice President

ATTEST:

By: 

Its: Assistant Secretary

TENANT:

FEDERATED DEPARTMENT STORES, INC., a Delaware corporation

By: 

Its: Sales Vice President

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Year 2000

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BENEFICIARY'S ASSUMPTION OF OBLIGATIONS OF LEASE

The undersigned, ROUSE-RANDHURST SHOPPING CENTER, INC., being the sole beneficiary of Trustee, as aforesaid, and the holder of the Power of Direction thereunder, hereby expressly agrees, in consideration of the execution of the Lease and this Memorandum of Lease, that it will personally perform each and every of the Landlord's undertakings and obligations assumed and expressed in the Lease and this Memorandum of Lease. This undertaking and obligation of the undersigned shall be binding upon its successors, assigns, and assignees and it covenants and agrees not to assign the said Lease or any rights thereunder unless such assignee expressly assumes to perform all of the obligations and undertakings of said Lease.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 29th day of July, 1988.

ATTEST:

ROUSE-RANDHURST SHOPPING
CENTER, INC.

By: Kathleen E. Barry
Its: Assistant Secretary

By: [Signature]
Its: Vice-President

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STATE OF Ohio)
) SS.
COUNTY OF Hamilton

I, Cheryl K. Boston a Notary Public, in and for said County in the State aforesaid, DO HEREBY CERTIFY that David K. Mason and Gwyneth G. Stewart personally known to me to be the same persons whose names are subscribed to the foregoing instrument as Senior Vice President and Assistant Secretary, respectively, of FEDERATED DEPARTMENT STORES, INC., a Delaware corporation, appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the corporate seal, and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 12th day of August, 1988.

Cheryl K. Boston
Notary Public

My Commission Expires:

CHERYL K. BOSTON
Notary Public, State of Ohio
My Commission Expires July 1, 1992

STATE OF Maryland)
) SS.
COUNTY OF Anne Arundel

I, Wynnon Hask, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that David C. Wright and Kathleen E. Baay personally known to me to be the same persons whose names are subscribed to the foregoing instrument as Vice President and Assistant Secretary, respectively, of ROUSE-RANDHURST SHOPPING CENTER, INC., an Illinois corporation, appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the corporate seal, and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 29th day of July, 1988.

Wynnon Hask
Notary Public

My Commission Expires:

7-1-90

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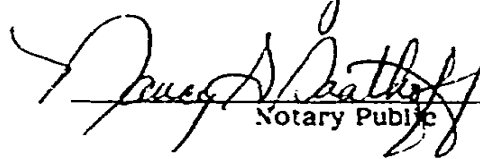
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STATE OF Illinois)
) SS.
COUNTY OF Cook)

I, Ernest G. Spatz, a Notary Public, in and for said County in the State aforesaid, DO HEREBY CERTIFY that William R. ... and Rita ..., personally known to me to be the same persons whose names are subscribed to the foregoing instrument as Assistant Vice-President and Assistant Secretary, respectively, of LASALLE NATIONAL BANK, a national banking association, appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the corporate seal, and delivered the said instrument as the free and voluntary act of said corporation, not individually but solely as Trustee under Trust Agreement dated May 5, 1981, known as Trust No. 103910 and as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 17th day of August, 1988.



Notary Public

My Commission Expires:

11-28-90

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EXHIBIT A

PART 1

Description of the Land

Lot One in Randhurst Center Resubdivision - No. 1, being a resubdivision of Lot One in Randhurst Center, being a subdivision of part of the Southeast 1/4 of Section 27, Township 42 North, Range 11 East of the 3rd Principal Meridian, Cook County, Illinois, according to the Plat of said Randhurst Center Resubdivision - No. 1 recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 87408581 and registered in the Office of the Registrar of Titles of said County as Document No. 3637429.

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EXHIBIT A

PART 2

Description of Demised Premises

That part of Lot One in RANDHURST CENTER RESUBDIVISION, No. 1, being a resubdivision of Lot One in Randhurst Center, being a subdivision of part of the Southeast 1/4 of Section 27, Township 42 North, Range 11 East of the 3rd Principal Meridian, according to the plat of said RANDHURST CENTER RESUBDIVISION, No. 1, recorded in the Office of the Recorder of Deeds of Cook County, Illinois on July 24, 1987 as Document No. 87485551 and registered in the Office of the Registrar of Titles of Cook County, Illinois on July 24, 1987 as Document No. LR 3637427, bounded by a line described as follows:

Beginning at a point which is 636.95 feet North, as measured along the West line of said Lot One, and 1162.63 feet East, as measured at right angles to said West line, of the most Westerly Southwest corner of said Lot One, being the intersection of the West line of said Lot One (being also the East line of Elmhurst Road) with the Southwesterly line of said Lot One (being also the Northeasterly line of Rand Road), said point being also South 60 degrees 00 minutes 00 seconds East, 55.0 feet and South 30 degrees 00 minutes 00 seconds West, 7.0 feet of a corner of the existing building, the West line of said Lot One having an assumed bearing of North - South:

thence South 30 degrees 00 minutes 00 seconds West, 249.40 feet;

thence North 60 degrees 00 minutes 00 seconds West, 234.67 feet;

thence North 15 degrees 00 minutes 00 seconds West, 91.92 feet;

thence North 30 degrees 00 minutes 00 seconds East, 144.40 feet;

thence South 60 degrees 00 minutes 00 seconds East, 6.25 feet;

thence North 75 degrees 00 minutes 00 seconds East, 21.21 feet;

thence North 30 degrees 00 minutes 00 seconds East, 25.0 feet to a point South 30 degrees 00 minutes 00 seconds West, 7.0 feet of the wall of the existing building;

thence South 60 degrees 00 minutes 00 seconds East, parallel with and 7.0 feet distant from the wall of said existing building, 278.42 feet to the point of beginning, Cook County, Illinois.

Area = 71,886 sq. ft. or 1.6502 acres.

DEPT-01 RECORDING \$12.00
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