

TSA 1672
Calumet City, IL

MEMORANDUM OF LEASE

PARTIES

THIS MEMORANDUM OF LEASE dated this 10th day of June, 1993, between OPUS NORTH CORPORATION, an Illinois corporation having its principal offices at 9700 Higgins Road, Suite 900, Rosemont, Illinois 60018-4173 (herein referred to as "Landlord"), and THE SPORTS AUTHORITY, INC., a Delaware corporation having its principal office at 3383 North State Road 7, Ft. Lauderdale, FL 33319 (herein referred to as "Tenant").

WITNESSETH: That in consideration of the rents, covenants and conditions herein set forth, Landlord and Tenant do hereby covenant, promise and agree as follows:

DEMISED PREMISES

1. Landlord does demise unto Tenant and Tenant does take from Landlord for the lease term herein provided, (i) Tenant's building which shall include a complete building unit containing approximately forty two thousand six hundred (42,600) square feet of floor space which shall be herein referred to as the "completed building," the loading dock area and trash compactor pad (collectively designated THE SPORTS AUTHORITY on Exhibit "B"), (ii) site improvements to be constructed on the land described in Exhibit "A" as hereinafter specified by Landlord, at its expense, (ii) land comprising not less than four (4) acres, said land described in Exhibit "A" attached hereto and made a part hereof, and situated in the Village of Calumet City, County of Cook, State of Illinois, and (iv) a non-exclusive assignment of Landlord's rights under that certain Operating and Easement Agreement dated August 10, 1992 between Dayton Hudson Corporation, a Minnesota corporation ("Target"); and E.K. Limited Partnership, an Illinois limited partnership ("EKLP"), as amended by that certain Declaration of Allocation, Designation of New Party and Agreement Regarding Operation and Easement Agreement dated October 1, 1992 between Circuit City Stores, Inc., a Virginia corporation and EKLP (as amended, the "OEA") including the non-exclusive easements and rights to use all public and common facilities as provided therein and subject thereto, and intended for common use; including, but not limited to, all entrances, exits, driveways, parking areas, walks, service drives and all utilities as provided in the OEA for the use and benefit of the Shopping Center (as that term is defined in the OEA). Tenant's completed building to be in the location and the dimensions as depicted on Exhibit "B", attached hereto and made a part hereof.

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COOK COUNTY RECORDER
339.50

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Said land, Tenant's completed building and the site improvements, together with all licenses, rights, privileges and easements, appurtenant thereto, shall be herein collectively referred to as the "demised premises" and shall be a part of the shopping center located on the property described in Exhibit "A-1" attached hereto and made a part hereof.

TERM

2. The term of the lease shall commence upon the "date of occupancy" as that term is defined in Article 10 hereof, and shall terminate upon such date as shall be twenty (20) years from the last day of the month in which said date of occupancy shall occur; provided, however, the term of the lease may be extended as provided in Article 12, of the lease. The phrase "lease term", as used in this lease, shall be term of the lease and any extension thereof pursuant to said Article 12. Within thirty (30) days after the date of occupancy, Landlord and tenant shall execute, acknowledge and deliver to each other duplicate originals of an agreement in the form provided in Exhibit "D" attached to the lease.

OPTIONS TO RENEW

3. (a) Tenant shall have four (4) successive options to extend the term of the lease for an additional period of five (5) years (hereinafter called "Option Period") on each such option. Such extended term shall begin respectively upon the expiration of the term of the lease or of the lease as extended and the same terms and conditions as herein set forth shall apply to each such extended term.

BUILDING AREAS

4. Landlord shall not have erected or will not erect any buildings, structures or improvements on the land described on Exhibit "A" except as are shown on Exhibit "B".

USE AND OTHER RESTRICTIONS

5. The premises hereby demised may be used for any lawful purpose, subject to Tenant's compliance with the OEA. Tenant may assign the lease and sublet the whole or any part of the demised premises, but if it does so, it shall remain liable and responsible under the lease.

SIGNS

6. The demised premises shall be referred to by only such designation as Tenant may indicate, subject to the provisions of the OEA. Landlord Expressly recognized that the service mark and trademark "The Sports Authority" is the valid and exclusive property of Tenant and Landlord agrees that it shall not either

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during the term of the lease or thereafter, directly or indirectly, contest the validity of said mark "The Sports Authority: or any of Tenant's registrations pertaining thereto, in the United States or elsewhere, nor adopt or use said mark or any term, work, mark or designations which is in any aspect similar to the mark of Tenant. Landlord further agrees that it will not at any time do or cause to be done any act or thing, directly or indirectly, which contest or in any way impairs or tends to impair any part of Tenant's right, title and interest in the aforesaid mark and Landlord shall not in any manner represent that it has ownership interest in the aforesaid mark or registrations therefor. Landlord specifically acknowledges that any use thereof pursuant to the lease shall not create in Landlord any right, title or interest in the aforesaid mark.

Subject to the provisions of the OEA, Tenant shall have the option to erect at its sole cost and expense, upon any portion of the demised premises, signs of such height and other dimensions as Tenant shall determine, including a pylon type sign as depicted on the hereinbefore referred to working drawings and specifications, bearing such legend or inscription as Tenant shall determine. Landlord warrants that, subject to the provisions of the OEA, Tenant shall have the right to erect the exterior building signage as shown in Exhibit "E" attached to the lease and the options to utilize the lighting standards in the parking lot for advertising purposes by attaching, or causing to be attached, signs advertising any and all products and services as Tenant shall elect and Tenant's name.

Landlord shall not permit any other signs, billboards or posters to be displayed on any portion of the demised premises, nor shall Landlord erect a pylon sign on any portion of the property described in Exhibit "A" without the consent of Tenant. Tenant shall have the right to be a participant on any pylon sign erected on any portion of Exhibit "A" and to install Tenant's double faced sign panel (hereafter "sign panel") on the pylon sign. In addition, Tenant shall have the right to install a double-faced sign panel in the forth (4th) tenant designation panel from the top of the pylon sign structure on the Target Pylon Sign (as defined in the OEA). In the event that Tenant elects to participate in any other joint pylon sign for the entire shopping center, then such signage shall be placed at a location mutually acceptable to Landlord and Tenant. Tenant reserves the right to approve the overall composition, elevation and specifications of any community pylon sign. Tenant will pay its share of the pylon structure costs based upon the square footage of Tenant's sign panel as a percentage of total square footage of signage on the pylon. Each user will bear the entire expense of the cost and installation of its individual sign panel on the pylon. Subject to the approval of the appropriate governmental agencies, Tenant shall be permitted to illuminate its signs (and its panels on the pylon signs) from dusk to dawn on a daily basis. Tenant shall comply with the provisions of Sections 5.2A and 5.3 of the OEA.

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In addition to the signs referred to above, and subject to the provisions of applicable law and subject to the provisions of the OEA and only if permitted by OEA, Landlord agrees that Tenant may erect and maintain (1) free-standing "A"-frame cardboard and chalk signs, with each panel thereof being approximately 3 feet by 5 feet in size, advertising specials, and located on the sidewalk adjacent to, and completely under the canopy extending from, the demised premises, (ii) reasonable directional signs within the common area located on the demised premises stating the location(s) of the drop-off corrals for Tenant's shopping carts, and (iii) cloth or canvas banners upon exterior facade of the demised premises. All signs and banners permitted hereunder shall be maintained in good repair and in an attractive appearance by Tenant at its sole cost and expense.

7. The sole purpose of this instrument is to give notice of said lease and all its terms, covenants and conditions to the same extent as if said lease were fully set forth therein.

The conditions, covenants and agreements contained in this instrument shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns. All covenants and agreements of this instrument and said lease shall run with the land.

(EXECUTION PAGE FOLLOWS)

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

WITNESSES:

W. Craig Fowler
w. Craig Fowler
Judi Casica
Judi Casica

LANDLORD:

OPUS NORTH CORPORATION
an Illinois corporation

By: John M. Cusack Jr.

(CORPORATE SEAL)

WITNESSES:

Robert S. Mendola
ROBERT S. MENDOLA
Stacy A. Rener
Stacy A. Rener

TENANT:

THE SPORTS AUTHORITY, INC.,
a Delaware corporation

By: Richard J. Lynch, Jr.
RICHARD J. LYNCH, JR.,
Senior Vice President

(CORPORATE SEAL)

This document was prepared by:

Robert S. Mendola
3383 North State Road 7
Fort Lauderdale, Florida 33319

After recording, please return to:

W. Craig Fowler
O'Brien, O'Rourke, Hogan & McNulty
Suite 830
135 South LaSalle Street
Chicago, Illinois 60603

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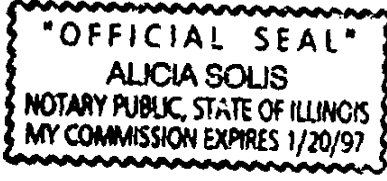
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STATE OF ILLINOIS }
 } .ss
COUNTY OF DuPage. }

I do hereby certify that on this 20th day of July, 1993, before me, Alicia Solis, a notary public in and for the County and State aforesaid, and duly commissioned, personally appeared John McCorkle Jr., known to me to be the Senior Vice President of OPUS NORTH CORPORATION, who, being by me duly sworn, did depose and say that he/she resides in Cook County, Illinois that he/she is the Senior VP for OPUS NORTH CORPORATION, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is the corporate seal of said corporation; that, on behalf of said corporation and by order of its board of directors, he/she signed, sealed and delivered said instrument for the uses and purposes therein set forth, as its and his/her free and voluntary act; and that he/she signed his/her name thereto by like order. In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Alicia Solis
Notary Public

My Commission expires:
1/20/97

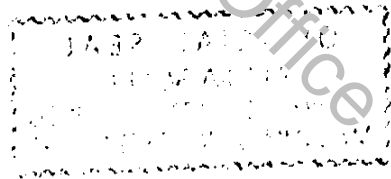


County Clerk's Office

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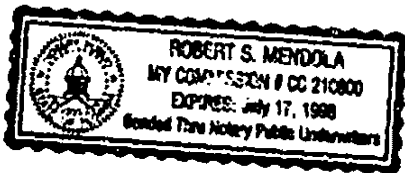
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STATE OF FLORIDA }
 } .98
COUNTY OF BROWARD }

I do hereby certify that on this 10th day of June, 1993, before me, Robert S. Mendola, a notary public in and for the County and State aforesaid, and duly commissioned, personally appeared RICHARD J. LYNCH, JR., known to me to be the Senior Vice President of THE SPORTS AUTHORITY, INC., who, being by me duly sworn, did depose and say that he resides in Palm Beach County, Florida; that he is the Senior Vice President of THE SPORTS AUTHORITY, INC., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is the corporate seal of said corporation; that, on behalf of said corporation and by authority of its bylaws, he signed, sealed and delivered said instrument for the uses and purposes therein set forth, as its and his free and voluntary act; and that he signed his name thereto by like order. In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Robert S. Mendola
Notary Public

My Commission expires:



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EXHIBIT "A"

LEGAL DESCRIPTION OF TENANT'S LEASED PREMISES

Lot 3 of Oakview Shopping Center Subdivision being part of the Northwest quarter of Section 24, and part of the Resubdivision of Lot 2 in River Oaks West Unit No. 2, being a subdivision of part of the Northeast quarter of Section 24, all in Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, as shown on plat entitled "Final Plat of Oakview Shopping Center Subdivision" prepared by Glen D. Krisch Land Surveyor, Inc. dated September 10, 1992 and recorded October 6, 1992 as Document No. 92743693.

P.I.N.: 29-24-200-0047-0000

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EXHIBIT "A-1"

LEGAL DESCRIPTION OF THE SHOPPING CENTER

Oakview Shopping Center Subdivision being part of the Northwest quarter of Section 24, and part of the Resubdivision of Lot 2 in River Oaks West Unit No. 2, being a subdivision of part of the Northeast quarter of Section 24, all in Township 36 North. Range 14, East of the Third Principal Meridian, in Cook County, Illinois, as shown on plat entitled "Final Plat of Oakview Shopping Center Subdivision" prepared by Glen D. Krisch Land Surveyor, Inc. dated September 10, 1992 and recorded October 6, 1992 as Document No. 92743693.

P.I.N.: 29-24-200-0047-0000

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SITE PLAN & TRAFFIC CONTROL

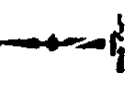
SDB, Inc.

C-2

20 90-0312

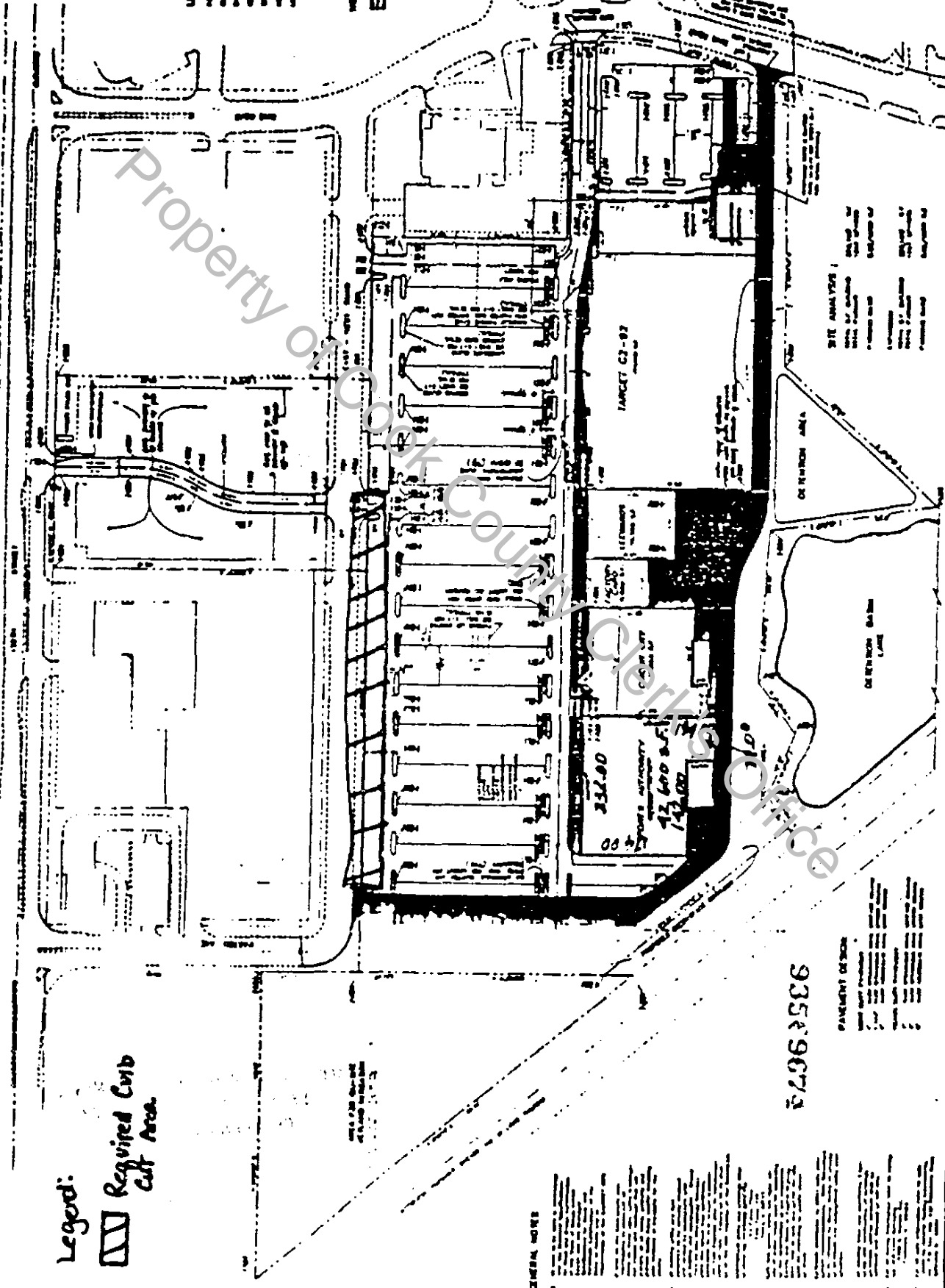
CAROLAN

Legend:
▭ Required Curb Cut Area.



LEGEND

[Symbol]	Proposed Building
[Symbol]	Proposed Parking
[Symbol]	Proposed Driveway
[Symbol]	Proposed Sidewalk
[Symbol]	Proposed Street
[Symbol]	Proposed Utility
[Symbol]	Proposed Easement
[Symbol]	Proposed Right-of-Way
[Symbol]	Proposed Other



GENERAL NOTES

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE INTERNATIONAL PLUMBING AND MECHANICAL CODE (IMC).

2. THE PROPOSED CONSTRUCTION SHALL BE SUBJECT TO THE REVIEW AND APPROVAL OF THE LOCAL BUILDING DEPARTMENT.

3. THE PROPOSED CONSTRUCTION SHALL BE SUBJECT TO THE REVIEW AND APPROVAL OF THE LOCAL FIRE DEPARTMENT.

4. THE PROPOSED CONSTRUCTION SHALL BE SUBJECT TO THE REVIEW AND APPROVAL OF THE LOCAL HEALTH DEPARTMENT.

5. THE PROPOSED CONSTRUCTION SHALL BE SUBJECT TO THE REVIEW AND APPROVAL OF THE LOCAL PUBLIC WORKS DEPARTMENT.

6. THE PROPOSED CONSTRUCTION SHALL BE SUBJECT TO THE REVIEW AND APPROVAL OF THE LOCAL UTILITIES DEPARTMENT.

7. THE PROPOSED CONSTRUCTION SHALL BE SUBJECT TO THE REVIEW AND APPROVAL OF THE LOCAL ENVIRONMENTAL AGENCY.

8. THE PROPOSED CONSTRUCTION SHALL BE SUBJECT TO THE REVIEW AND APPROVAL OF THE LOCAL HISTORIC COMMISSION.

9. THE PROPOSED CONSTRUCTION SHALL BE SUBJECT TO THE REVIEW AND APPROVAL OF THE LOCAL ZONING COMMISSION.

10. THE PROPOSED CONSTRUCTION SHALL BE SUBJECT TO THE REVIEW AND APPROVAL OF THE LOCAL PLANNING COMMISSION.

PAYMENT OF FEE

[Symbol]	Site Plan
[Symbol]	Traffic Control
[Symbol]	Other

Note: Sports Authority building not to scale. Dimensions noted are approximate.

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O'BRIEN, O'ROURKE, HOGAN & McVULTY
135 S. LaSALLE ST., SUITE 830
CHICAGO, ILLINOIS 60603