


After recording return to:

Richard C. Fiddes, Esq.
Federated Department Stores, Inc.
7 West Seventh Street
Cincinnati, Ohio 45202


200310150102
Skagit County Auditor
10/15/2003 Page 1 of 7 3:17PM

109069-T

LAND TITLE COMPANY OF SKAGIT COUNTY

MEMORANDUM OF SHOPPING CENTER LEASE

Description: Part of Lot 3, Cascade Mall BSP (6-34-4) [See Exhibit B, page 6.]

Assessor's Tax Parcel No.: Part of Parcel P23866

This MEMORANDUM OF SHOPPING CENTER LEASE is made as of the 8th day of October, 2003, by and between **PPR CASCADE, LLC**, a Delaware limited liability company ("Landlord"), and **THE BON, INC.**, an Ohio corporation ("Tenant").

Landlord and Tenant have entered into that certain Shopping Center Lease of even date herewith, and desire to give notice of the existence of such Shopping Center Lease and certain terms, conditions and covenants therein.

NOW, THEREFORE, in consideration of the rents and covenants set forth in the Shopping Center Lease, Landlord and Tenant hereby agree as follows:

1. **DEFINITIONS.** For purposes of this lease, the following terms shall have the following meanings:

(a) "Shopping Center" shall mean the real property described on Exhibit A-1 attached hereto and depicted on the site plan attached hereto as Exhibits A-2 (the "Shopping Center Site"), together with all improvements now located or hereafter constructed thereon, which is commonly known as Cascade Mall. (Exhibits A-1 and A-2 are sometimes collectively referred to herein as "Exhibit A".)

(b) "Leased Premises" shall mean the improvements heretofore constructed on that portion of the Shopping Center Site legally described on Exhibit B (the "Store Site"), which improvements contain 50,625 square feet of Floor Area, excluding any mezzanine area, and are located as shown on Exhibit A and designated as the Leased Premises on Exhibit A.

(c) "Commencement Date" shall mean October 8, 2003.

2. **LEASE.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Leased Premises. Tenant's lease of the Leased Premises is subject to the provisions of the lease regarding the assignability of the Landlord's interest hereunder.

Landlord further grants to Tenant, during the term of this lease, those rights and easements established in Section 2 of that certain Declaration of Restrictions and Grant of Easements by Pan Pacific Development (Cascade) Inc. recorded July 21, 1989 under Auditor's File No. 8907210046, as amended by instrument recorded October 30, 1997 under Auditor's File No. 9710300078 and by instrument recorded May 8, 1998 under Auditor's File No. 9805080072 and any other amendments thereto, and Tenant shall be deemed to be an Occupant (as defined therein) of the Shopping Center.

3. **TERM.** The term of this lease shall commence on the Commencement Date and shall end at 11:59 p.m. on October 31, 2009. In addition, Tenant shall have the right to renew the term of this lease for three additional and successive periods of five (5) years each as provided in the lease.

IT IS AGREED that this is a memorandum, for recording and notice to the public, of the Shopping Center Lease, which Shopping Center Lease is hereby incorporated herein by this reference and made a part of this instrument as fully and completely as if the same were set forth herein, and the rights and obligations of the parties shall be governed solely by the terms, covenants and conditions of the Shopping Center Lease and not by this instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this Memorandum of Lease as of the date first above written.

PPR CASCADE, LLC,

a Delaware limited liability company

By: Pacific Premier Retail Trust,
a Maryland real estate investment trust,
Its sole member

By: *John H. Kweeney*
Title: Senior Vice President

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

OCT 15 2003

Amount Paid
Skagit Co. Treasurer
By *[Signature]* Deputy

THE BON, INC.,

an Ohio corporation

By: *James J. Ray*
Title: Vice President



200310150102
Skagit County Auditor

STATE OF CALIFORNIA)
) SS
COUNTY OF _____)

On this day personally appeared before me James H. Kinney, to me known to be the Senior Vice President of Pacific Premier Retail Trust, the real estate investment trust that executed the within and foregoing instrument in its capacity as sole member of PPR Cascade, LLC, a Delaware limited liability company, and acknowledged such instrument to be the free and voluntary act and deed of such company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute such instrument on behalf of such company.

Given under my hand and official seal this _____ day of October, 2003.

Notary Public in and for the State of
California, residing at: _____

My Commission Expires:

(SEAL)

see attached

STATE OF OHIO)
) SS
COUNTY OF HAMILTON)

On this day personally appeared before me Gary J. Nay, to me known to be the Vice President of The Bon, Inc., the corporation that executed the within and foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute such instrument on behalf of such corporation.

Given under my hand and official seal this 10th day of October, 2003.



Elizabeth J. Haass
Notary Public in and for the State of
Ohio, residing at: Cincinnati, Oh

ELIZABETH J. HAASS
Notary Public, State of Ohio
My Commission Expires Mar. 26, 2007

My Commission Expires:

(SEAL)



200310150102
Skagit County Auditor

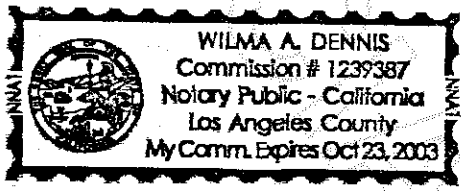
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Los Angeles } ss.

On October 14, 2003, before me, Wilma A. Dennis, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared James H. Kinney
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.
Wilma A. Dennis
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Memorandum of Shopping Center Lease

Document Date: October 8, 2003 Number of Pages: 7

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: The Bon-Cascade Mall

Signer Is Representing: _____

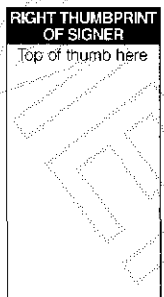


EXHIBIT A-1
TO
SHOPPING CENTER LEASE

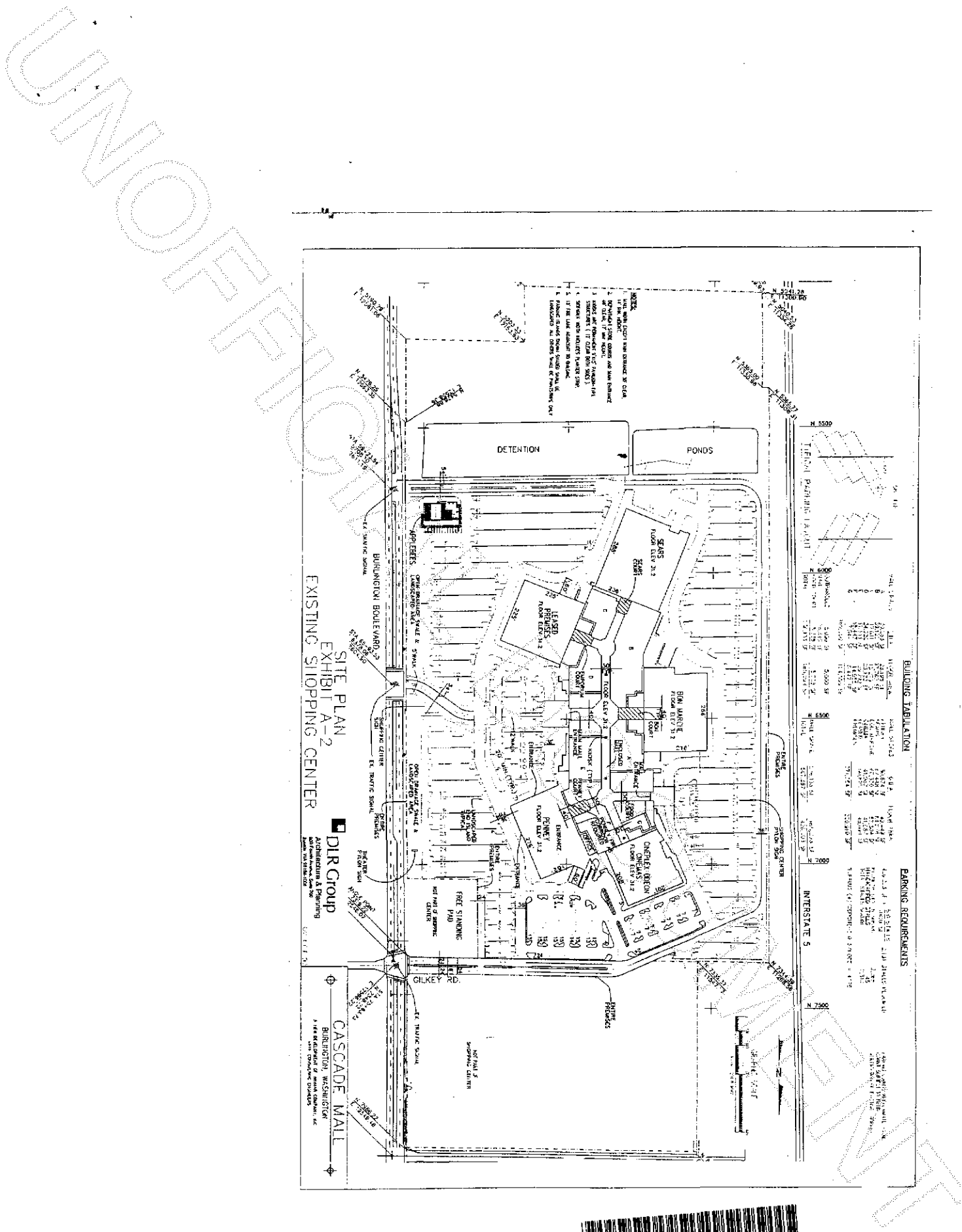
Legal Description of Shopping Center Site

Lots 1, 2, 3, 4 and 6, "CASCADE MALL BINDING SITE PLAN", recorded October 19, 1989 in Volume 8 of Short Plats, page 170, under Auditor's File No. 8910190065, records of Skagit County, Washington; being a portion of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 6, Township 34 North, Range 4 East W.M.

Situate in the County of Skagit, State of Washington.



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**SITE PLAN
EXHIBIT A-2
EXISTING SHOPPING CENTER**

DLR Group
Architecture & Planning
10000 1st Avenue, Everett, WA 98203
TEL: 425-335-1100 FAX: 425-335-1101

CASCADE MALL
BURLINGTON RESTRICTIONS
A. SEE RESTRICTIONS OF ADJACENT PARCELS
FOR CONFORMANCE DETAILS

- NOTES:**
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF EVERETT SPECIFICATIONS AND STANDARDS.
 2. 10' MINIMUM CLEARANCE OVER ALL WALKWAYS AND DRIVEWAYS.
 3. 10' MINIMUM CLEARANCE OVER ALL DRIVEWAYS.
 4. 10' MINIMUM CLEARANCE OVER ALL DRIVEWAYS.
 5. 10' MINIMUM CLEARANCE OVER ALL DRIVEWAYS.
 6. 10' MINIMUM CLEARANCE OVER ALL DRIVEWAYS.
 7. 10' MINIMUM CLEARANCE OVER ALL DRIVEWAYS.
 8. 10' MINIMUM CLEARANCE OVER ALL DRIVEWAYS.
 9. 10' MINIMUM CLEARANCE OVER ALL DRIVEWAYS.
 10. 10' MINIMUM CLEARANCE OVER ALL DRIVEWAYS.

BUILDING TABULATION

NO.	DESCRIPTION	AREA (SQ. FT.)	VOLUME (CU. YD.)	EST. COST (\$)
1	BIOL. JUNGLE	10,000	10,000	1,000,000
2	CHESTNUT ORCHARD	10,000	10,000	1,000,000
3	PLANTY	10,000	10,000	1,000,000
4	LEASED PREMISES	10,000	10,000	1,000,000
5	STAIRS	10,000	10,000	1,000,000
6	DETENTION	10,000	10,000	1,000,000
7	PONDS	10,000	10,000	1,000,000
8	FREE STANDING	10,000	10,000	1,000,000
9	APPROPRIATE	10,000	10,000	1,000,000
10	CONCRETE	10,000	10,000	1,000,000
11	ASPHALT	10,000	10,000	1,000,000
12	PAVING	10,000	10,000	1,000,000
13	LANDSCAPE	10,000	10,000	1,000,000
14	UTILITIES	10,000	10,000	1,000,000
15	OTHER	10,000	10,000	1,000,000
TOTAL		100,000	100,000	10,000,000

PARKING REQUIREMENTS

TYPE	NO. OF SPACES	EST. COST (\$)
STANDARD	100	1,000,000
COMPACT	100	1,000,000
BICYCLE	100	1,000,000
TOTAL	300	3,000,000



EXHIBIT B
TO
SHOPPING CENTER LEASE

Legal Description of the Store Site

That portion of the Southeast Quarter of Section 6, Township 34 North, Range 4 East, W.M., of Skagit County, Washington and being more particularly described as follows:

Commencing at the East Quarter corner of said Section 6; thence South $0^{\circ}32'18''$ East along the East line of said Southeast Quarter, a distance of 1085.71 feet; thence South $89^{\circ}27'42''$ West, 371.69 feet to the TRUE POINT OF BEGINNING; thence South $21^{\circ}57'42''$ West, 225.00 feet; thence North $68^{\circ}02'18''$ West, 154.00 feet; thence South $21^{\circ}57'42''$ West, 60.00 feet; thence North $68^{\circ}02'18''$ West, 16.00 feet; thence North $21^{\circ}57'42''$ East, 60.00 feet; thence North $68^{\circ}02'18''$ West, 55.00 feet; thence North $21^{\circ}57'42''$ East, 225.00 feet; thence South $68^{\circ}02'18''$ East, 225.00 feet to the POINT OF BEGINNING.