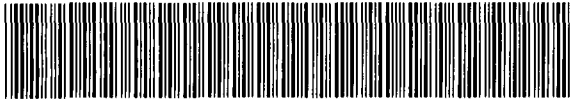


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Received - DIANE L. BATTIATO  
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CHECK NUMBER

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Record and Return To:

Burlington Coat Factory Warehouse Corporation  
1830 Route 130 **North**  
Burlington, NJ 08016  
Attn: Legal Department

## MEMORANDUM OF LEASE

**THIS MEMORANDUM OF LEASE** (“Memorandum”) is made this 21 day of June, 2016 by and between **MAPLE JOINT VENTURE II LLC**, a Nebraska limited liability company (“Landlord”), **MAPLE JOINT VENTURE**, a Nebraska general partnership (“MJV”) and **BURLINGTON COAT FACTORY OF NEBRASKA, LLC**, a Nebraska limited liability company, having an address at 1830 Route 130, Burlington, New Jersey 08016 (“Tenant”)

### WITNESSETH:

1. Demised Premises and Shopping Center. Landlord has leased to Tenant and Tenant has leased from Landlord, pursuant to certain Lease (“Lease”), dated June 21, 2016 approximately forty thousand eight hundred thirty-two (40,832) square feet of ground floor space, with a frontage of approximately one hundred sixty-eight (168) lineal feet, located in the Building, as defined in Article 27 of the Lease, with a street address of 13450 W. Maple Road, Omaha, Nebraska 68164, which premises are identified on Exhibit “A” hereof (“Demised Premises”), together with the exclusive right to the use of any loading dock and any dumpster pads situated at the rear of and adjoining the Demised Premises and outside storage areas associated with the Demised Premises and non-exclusive rights in common with the tenants of the Shopping Center including their respective customers, licensees, agents, employees and contractors, to all alley rights, if any, easements, rights, privileges and appurtenances in connection therewith or thereunto belonging or herein granted. The Demised Premises are located in the shopping center known as Eagle Run in the City of Omaha, County of Douglas and State of Nebraska, as such shopping center is depicted on Exhibit “A” to the Lease, which shopping center is located on the land more particularly described in Exhibit “A” annexed hereto and made a part hereof (“Shopping Center”). The portion of the Shopping Center which are owned by Landlord is hereinafter referred to as “Entire Premises” and is more particularly described on Exhibit “A-1” annexed hereto and made a part hereof. The part of the Shopping Center owned by MJV is hereinafter referred to as the “MJV Property” and is more particularly described on Exhibit “A-1” annexed hereto and made a part hereof.

2. Term. The “Initial Term” of the Lease is that period commencing on the Commencement Date (as defined in the Lease) and ending at the very end of the day on February

28th (or February 29th during a leap year) next following the tenth (10th) anniversary of the Rent Commencement Date (as defined in the Lease).

3. Options for Renewal. Tenant, at Tenant's option, may extend the Initial Term of the Lease for four (4) successive options of five (5) years on each.

4. Inquiries. Inquiries concerning the precise terms of the Lease may be made to:

Landlord's Notice Address:

Maple Joint Venture II LLC  
c/o PDM, Inc.  
1111 North 102<sup>nd</sup> Court, Suite 325  
Omaha, NE 68114  
Attention: John R. Karnish

Tenant's Notice Address:

Burlington Coat Factory of Nebraska, LLC  
1830 Route 130 North  
Burlington, NJ 08016  
Attention: Lease Administration

MJV's Notice Address:

Maple Joint Venture  
c/o PDM, Inc.  
1111 North 102<sup>nd</sup> Court, Suite 325  
Omaha, NE 68114  
Attention: John R. Karnish

5. Condemnation. In no event shall Landlord voluntarily surrender the Demised Premises or Shopping Center by way of deed in lieu of condemnation, settlement or compromise without Tenant's consent, which may be withheld in its sole discretion. Tenant shall have the right to participate in any condemnation proceedings, negotiations or discussion concerning the threatened, potential or actual condemnation of the Demised Premises. This Article shall survive the termination of the Lease.

6. Use of Common Facilities.

A. Landlord agrees to:

(i) Keep all Common Facilities open to the public with the entrances and exits shown on Exhibit "A."

(ii) Keep all Common Facilities adequately lighted (from dusk until at least midnight), safe, and maintained in a clean, uniform and orderly condition.

B. Landlord covenants and agrees it will not erect and maintain, or permit the erection and maintenance of any shops, stalls (excluding cart corrals outside of the Protected Parking Area), stands or kiosks in the Common Facilities except as indicated on Exhibit "A" attached (or in the enclosed Common Facilities, if any) within fifty (50) feet of any part of the Demised Premises or any Protected Parking Area and will not permit any selling (excluding periodic sidewalk sales by tenants of the Building but no more than four (4) times per calendar year, with each not exceeding seven(7) days, on and along no more than one-half (1/2) of the area of the sidewalk outside and adjoining the premises leased by such tenant and in no event blocking or restricting pedestrian and shopping cart traffic) in the Common Facilities (or in the enclosed Common Facilities, if any) within fifty (50) feet of any part of the Demised Premises or any Protected Parking Area. Landlord further covenants and agrees: (i) to prevent commuter parking in the parking areas, (ii) that no portions of the Common Facilities may be leased or licensed in any way to third parties who are not occupants or tenants of the Entire Premises or the Shopping Center or "Permittees" under any applicable ECR agreements, (iv) not to charge a fee for use of the parking areas; and (v) to the extent permitted under applicable law, to maintain a no solicitation policy within the Entire Premises. Tenant shall have the right, but not the obligation, to enforce such no solicitation under applicable law and parking policy against violators located anywhere within the Entire Premises.

7. Restrictive Covenants. So long as Tenant, its successors, assigns or subtenants lease, use or occupy any space in the Entire Premises, Landlord covenants, and shall cause any other owner of any portion of the Shopping Center [which, as of the date hereof, is Landlord's affiliate, Maple Joint Venture ("MJV")], to covenant, that so long as this Lease remains in full force and effect: (a) no covenant or agreement made by Landlord or any predecessor in title with any other person or entity restricting the use or occupancy of all or part of the Entire Premises shall be of any force or effect against Tenant except as set forth in Exhibit "B" hereof; (b) except in the case of rebuilding following a casualty or any taking via eminent domain, no building or structure shall be demolished which would cause the leasable area of the Shopping Center to be less than 161,000 square feet (but in no event shall the Building be demolished) nor shall any building or structure be hereafter erected or maintained on any part of the Shopping Center except within the areas occupied by an existing building as shown on Exhibit "A" hereof or within the "Future Building Area" and "Future Development Area" shown on Exhibit "A" (collectively "Building Area"); (c) no portion of any Protected Parking Area, the Critical Areas or Critical Building Facilities may be materially modified (including by way of example any change in the configuration of the parking stalls) without Tenant's consent, which consent Tenant may grant or withhold in its sole and absolute discretion; (d) no places of public assembly (e.g., movie theaters, bowling alleys, gymnasiums, fitness centers and the like) shall be erected or maintained in any part of the Shopping Center; provided, however, a gym/fitness center not exceeding ten thousand (10,000) square feet may operate in the Shopping Center so long as it is at least fifty feet (50) away from the Demised Premises; (e) no restaurant or other premises for

on or off premises food or beverage consumption may be erected or maintained within 95 feet of any part of the Demised Premises except for (1) the existing restaurant premises adjacent to the Demised Premises which contains approximately five thousand (5,000) square feet; such restaurant premises may not be expanded except as provided in subsection (2) immediately following, (2) one additional space (not to exceed two thousand (2,000) square feet of floor area) beyond such existing restaurant premises; such additional two thousand (2,000) square feet may be added to the existing restaurant premises in lieu of being an independent additional space, and (3) any café (such as a Starbucks within a Barnes & Noble) or customer or employee eating area which does not have an outside entrance and is operated within a business as an incidental use to such business; (f) no building, store or premises in the Shopping Center shall be leased, used or occupied as other than as “retail stores” as such term is defined in Article 27 hereof; (g) no building in the Shopping Center shall be leased, used or occupied by an infant furniture and accessories store (such as buy buy Baby or Babies R Us) or for the sale of any of the items set forth on Exhibit D-1 (the “Baby Exclusive Items”) except the sale of any of the items set forth on Exhibit D-1 may be sold by the following existing tenants of the Shopping Center and their respective sublessees, corporate successors via merger or consolidation and assigns under their existing leases if not already prohibited from doing so: Baker’s Supermarkets, Famous Footwear and Tuesday Morning (each, individually, an “Existing Lease” and collectively, the “Existing Leases”); (h) no building in the Shopping Center shall be leased, used or occupied by a bath and linen store or for the sale of any of the items set forth on Exhibit D-2 (the “Bath Exclusive Items,” and together with the Baby Exclusive Items, the “Exclusive Items”) except by any of the aforementioned existing tenants of the Shopping Center and their respective sublessees, corporate successors via merger or consolidation and assigns pursuant to their Existing Lease if not already prohibited from doing so; (i) except for any of the aforementioned existing tenants of the Shopping Center and their respective sublessees, corporate successors via merger or consolidation and assigns pursuant to their Existing Lease if not already prohibited from doing so, no store in the Shopping Center containing more than 15,000 square feet of floor area shall be leased, used or occupied by an Off-price retailer as described in Exhibit D-3; (j) except for any of the aforementioned existing tenants of the Shopping Center and their respective sublessees, corporate successors via merger or consolidation and assigns pursuant to their Existing Lease if not already prohibited from doing so, no building in the Shopping Center shall be leased, used or occupied for the sale of any of the items set forth on Exhibit E; (k) except for the facades of any of the aforementioned existing tenants of the Shopping Center and their respective sublessees, corporate successors via merger or consolidation and assigns pursuant to their Existing Lease if not already prohibited from changing the height of their facades without Landlord’s consent, no facade of another tenant in the Entire Premises shall be higher by more than one (1) foot than that of the façade of the Demised Premises nor will any façade in the Shopping Center exceed height permitted in any applicable ECR as of the date hereof; and (l) no changes shall be made to any Existing Lease that would violate any term or condition of this Lease. Notwithstanding the foregoing subsections (g) and (h), the incidental sale of the Exclusive Items shall not be a violation of subsections (g) or (h), respectively. “Incidental sale” means the sale of any of the Exclusive Items in less than twenty percent (20%) of the gross floor area of the tenant. In addition, notwithstanding the foregoing, the provisions of sub-sections (g), (h) and (i) shall not apply to leases of a portion of the Entire Premises with TJMaxx, HomeGoods and/or Sierra

Trading Post, or any other off-price retailer as defined in Exhibit D-3 of the Lease, if any such lease is executed before the Rent Commencement Date hereunder (Landlord agreeing to give notice of same promptly after execution). Landlord shall cause MJV to execute the Joinder Agreement attached hereto contemporaneously with its execution of this Lease and deliver same to Tenant together with Landlord's executed copies of this Lease. Delivery of the executed Joinder Agreement shall be a condition precedent to Tenant's obligations hereunder. Landlord hereby agrees that any default by MJV (or its successors) of the Joinder Agreement shall be a default by Landlord hereunder. As used in the Lease, "retail stores" shall mean bona fide tenants, of a character consistent with a first class shopping center in Omaha, Nebraska, whose businesses consist principally of the sale of goods or the purveying of services (principally to household consumers as contrasted with business consumers) at retail, and specifically shall exclude the uses set forth in Exhibit "F" hereto and all other establishments which purvey goods or services which are offensive, obnoxious, illegal or not consistent with a first class shopping center in Omaha, Nebraska.

9. Lease Controls. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Lease, the terms of which are incorporated herein by reference. Any capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Lease. In the event of any inconsistency between the terms of the Lease and this instrument, the terms of the Lease shall prevail.

10. Successors and Assigns. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

11. MJV Property. MJV acknowledges that: (i) it is an affiliate of Landlord; (ii) Tenant has relied upon the Joinder Agreement executed by MJV in entering into the Lease, and without MJV's execution thereof, Tenant would not have entered into the Lease; (iii) Tenant entering into the Lease benefits MJV; and (iv) MJV has received a copy of the Lease. MJV agrees that the provisions of Article 33 of the Lease (Restrictive Covenants) are binding upon MJV and the MJV Property and MJV's ownership and operation thereof. Tenant shall be entitled to all rights and remedies available under the Lease (including the right of self-help after expiration of the notice and cure period set forth in the Lease and which shall be limited to any Critical Areas and Critical Building Facilities located on the MJV Property) and available at law or in equity in the event MJV fails to abide by the provisions of Article 33 of the Lease. The Joinder Agreement entered into by MJV shall be applicable to any sale or other conveyance of all or any portion of the MJV Property and shall remain in effect so long as the Lease remains in full force and effect. At such time as the Lease is no longer in full force and effect the Joinder Agreement shall be null and void.

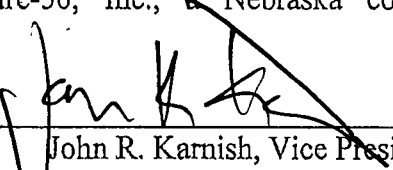
SIGNATURE PAGE TO MEMORANDUM OF LEASE FOLLOWS

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

**LANDLORD:**

MAPLE JOINT VENTURE II, LLC,  
a Nebraska limited liability company

By: Venture-50, Inc., a Nebraska corporation,  
Member

By:   
John R. Karnish, Vice President

By: Lerner Maple Partnership, a Nebraska general  
partnership, Member

By:   
Jay R. Lerner, Partner

**TENANT:**

BURLINGTON COAT FACTORY OF  
NEBRASKA, LLC, a Nebraska limited liability  
company

By: 

Name: Robert LaPenta

Title: Vice President/Treasurer

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

**LANDLORD:**

MAPLE JOINT VENTURE II, LLC,  
a Nebraska limited liability company

By: Venture-50, Inc., a Nebraska corporation,  
Member

By: \_\_\_\_\_  
John R. Karnish, Vice President

By: Lerner Maple Partnership, a Nebraska general  
partnership, Member

By: \_\_\_\_\_  
Jay R. Lerner, Partner

**TENANT:**

**BURLINGTON COAT FACTORY OF  
NEBRASKA, LLC** a Nebraska limited liability  
company

By: \_\_\_\_\_  


Name: Robert LaPenta

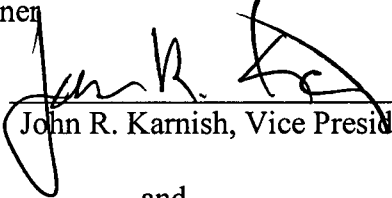
Title: Vice President/Treasurer



**MJV:**

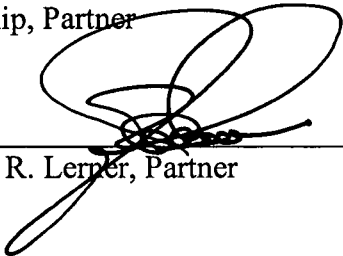
MAPLE JOINT VENTURE,  
a Nebraska general partnership

By: Venture-50, Inc., a Nebraska corporation,  
Partner

By:   
John R. Karnish, Vice President

and

By: Lerner Maple Partnership, a Nebraska general  
partnership, Partner

By:   
Jay R. Lerner, Partner

ACKNOWLEDGEMENT TO MEMORANDUM OF LEASE

STATE OF \_\_\_\_\_ )  
 ) ss.:  
 COUNTY OF \_\_\_\_\_ )

Before me, the undersigned Notary Public in and for said State and County, on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, personally appeared \_\_\_\_\_ to me known to be the \_\_\_\_\_ of \_\_\_\_\_, and known to be the identical person who signed and severally acknowledged that he/she signed the foregoing instrument as such officer of said (corporation/partnership) for and in behalf of said (corporation/partnership), and that he/she executed the same as his/her free and voluntary act and deed and as the free and voluntary act and deed of said (corporation/partnership), for the uses and purposes therein mentioned.

\_\_\_\_\_  
 Notary Public

STATE OF NEW JERSEY )  
 ) ss.:  
 COUNTY OF BURLINGTON )

Before me, the undersigned Notary Public in and for said State and County, on this 17 day of June, 2016, personally appeared Robert LaPenta to me known to be the Vice President/Treasurer of BURLINGTON COAT FACTORY OF NEBRASKA, LLC, and known to be the identical person who signed and severally acknowledged that he/she signed the foregoing instrument as such officer of said (corporation/partnership) for and in behalf of said (corporation/partnership), and that he/she executed the same as his/her free and voluntary act and deed and as the free and voluntary act and deed of said (corporation/partnership), for the uses and purposes therein mentioned.

\_\_\_\_\_  
 Notary Public

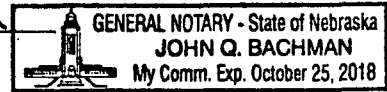
**KATHY L. SZCZEPANSKI**  
 Notary Public, State of New Jersey  
 My Commission Expires 5/19/2019

ACKNOWLEDGEMENT TO MEMORANDUM OF LEASE

STATE OF Nebraska )  
 ) ss.:  
COUNTY OF Douglas )

Before me, the undersigned Notary Public in and for said State and County, on this 20th day of June, 2016, personally appeared John R. Karnish to me known to be the Vice President of Venture SD, Inc., and known to be the identical person who signed and severally acknowledged that he/she signed the foregoing instrument as such officer of said (corporation/partnership) for and in behalf of said (corporation/partnership), and that he/she executed the same as his/her free and voluntary act and deed and as the free and voluntary act and deed of said (corporation/partnership), for the uses and purposes therein mentioned.

John Q. Bachman  
Notary Public



STATE OF NEW JERSEY )  
 ) ss.:  
COUNTY OF BURLINGTON )

Before me, the undersigned Notary Public in and for said State and County, on this 17 day of June, 2016, personally appeared Robert LaPenta to me known to be the Vice President/Treasurer of BURLINGTON COAT FACTORY OF NEBRASKA, LLC, and known to be the identical person who signed and severally acknowledged that he/she signed the foregoing instrument as such officer of said (corporation/partnership) for and in behalf of said (corporation/partnership), and that he/she executed the same as his/her free and voluntary act and deed and as the free and voluntary act and deed of said (corporation/partnership), for the uses and purposes therein mentioned.

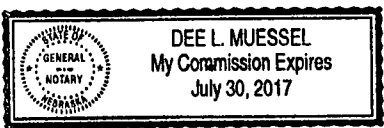
Kathy L. Szczepanski  
Notary Public

KATHY L. SZCZEPANSKI  
Notary Public, State of New Jersey  
My Commission Expires 5/19/2019

STATE OF Nebraska )  
COUNTY OF Douglas ) ss.:

Before me, the undersigned Notary Public in and for said State and County, on this 20<sup>th</sup> day of June, 2016, personally appeared Jay R. Lerner to me known to be the Partner of Lerner Maple Partnership, and known to be the identical person who signed and severally acknowledged that he/she signed the foregoing instrument as such officer of said (corporation/partnership) for and in behalf of said (corporation/partnership), and that he/she executed the same as his/her free and voluntary act and deed and as the free and voluntary act and deed of said (corporation/partnership), for the uses and purposes therein mentioned.

Dee Muesel  
Notary Public

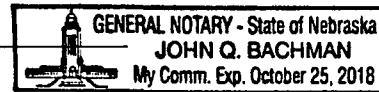


ACKNOWLEDGEMENT TO MEMORANDUM OF LEASE

STATE OF NEBRASKA )  
 ) ss.:  
COUNTY OF DOUGLAS )

Before me, the undersigned Notary Public in and for said State and County, on this 20<sup>th</sup> day of June, 2016, personally appeared John R. Karnish, to me known to be the Vice President of Venture-50, Inc., a Nebraska corporation, partner of Maple Joint Venture, a Nebraska general partnership, and known to be the identical person who signed and severally acknowledged that he signed the foregoing instrument as such officer of said corporation for and on behalf of said corporation and partnership, and that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said corporation and partnership, for the uses and purposes therein mentioned.

John Q. Bachman  
Notary Public

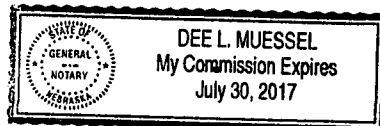


ACKNOWLEDGEMENT TO MEMORANDUM OF LEASE

STATE OF NEBRASKA )  
 ) ss.:  
COUNTY OF DOUGLAS )

Before me, the undersigned Notary Public in and for said State and County, on this 20<sup>th</sup> day of June, 2016, personally appeared Jay R. Lerner, to me known to be a Partner of Lerner Maple Partnership, a Nebraska general partnership, partner of Maple Joint Venture, a Nebraska general partnership, and known to be the identical person who signed and severally acknowledged that he signed the foregoing instrument as such partner of said general partnership for and on behalf of said partnerships, and that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said partnerships and for the uses and purposes therein mentioned.

Dee Muesel  
Notary Public



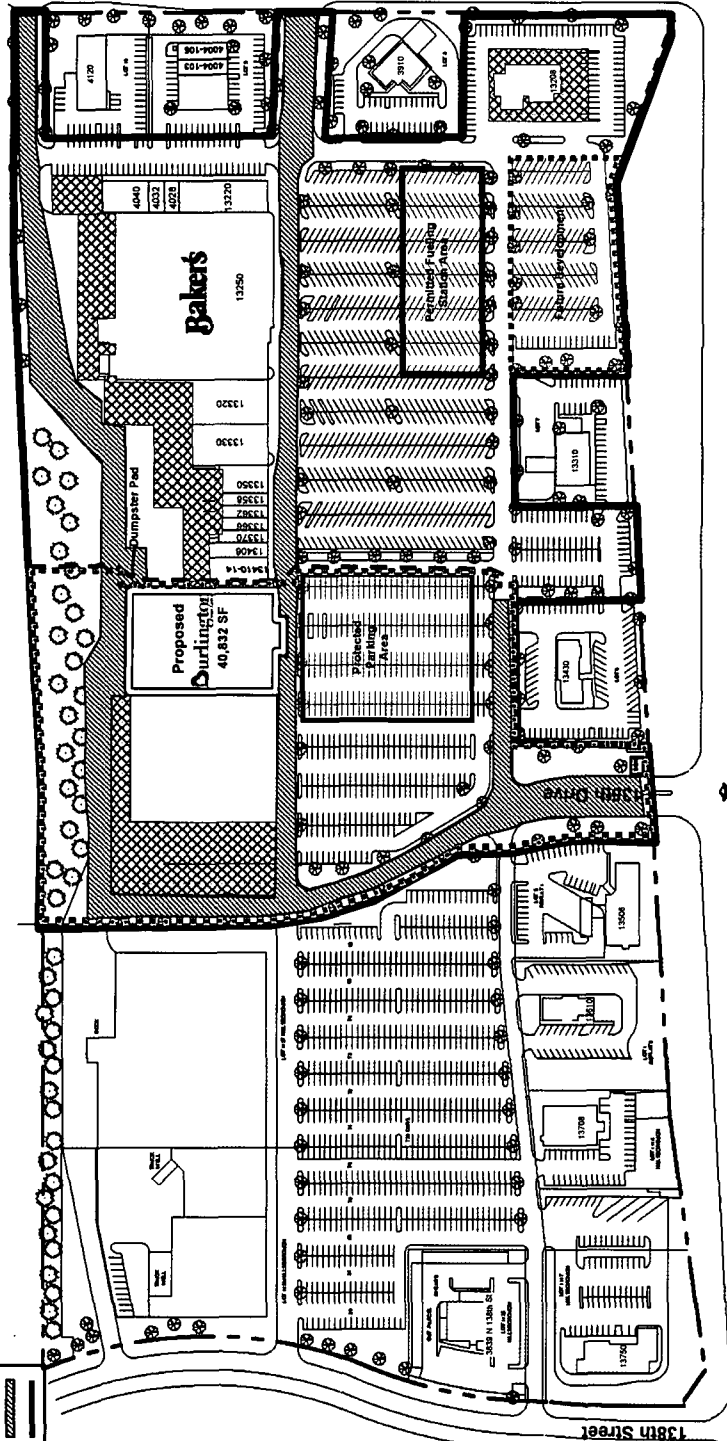
**EXHIBIT "A"**

Site Plan of Shopping Center with Demised Premises, Protected Parking Area, Critical Areas, Building Area, Future Building Area; Future Development Area; Critical Building Facilities; MJV Property; Permitted Fueling Station Area and the Baker's Location Identified

[see attached 1 pages]

- Entire Premises
- Shopping Center
- MLV Property
- Future Building Area
- Future Development
- Entire Premises Pyken (1336h & W Maple Rd)
- Demised Premises
- Protected Parking Area
- Critical Areas
- Permitted Fueling Station

Exhibit "A"



**EAGLE RUN SHOPPING CENTER**  
 132nd & W Maple Rd - Omaha, NE

June 2016



**EXHIBIT "A-1"**

Legal Description of Shopping Center

Lots 1 and 2 Hillsborough Replat 11 (Eleven), a subdivision in Douglas County, Nebraska

Legal Description of Entire Premises

Lot 1 Hillsborough Replat 11 (Eleven) a subdivision in Douglas County, Nebraska



## **EXHIBIT "B"**

### Permitted Encumbrances

1. Declaration filed December 31, 1992 in Book 1051 at Page 592, records of Douglas County, Nebraska, executed by Maple Joint Venture, a Nebraska General Partnership; and First Amendment to Declaration filed May 10, 1993 in Book 1071 at Page 269.
2. ECR Declaration filed December 31, 1992 in Book 1051 at Page 602, records of Douglas County, Nebraska, executed by Maple Joint Venture, a Nebraska General Partnership. Consent filed March 9, 1993 in Book 1060 at Page 576; Affirmation filed July 11, 1994 in Book 1124 at Page 335; and Second Affirmation Regarding ECR Declaration filed August 10, 1999 in Book 1303 at Page 667.
3. Roadway Declaration filed September 17, 1993 in Book 1096 at Page 158, records of Douglas County, Nebraska, executed by Maple Joint Venture, a Nebraska General Partnership.
4. Declaration and Agreement dated July 11, 1994, filed July 11, 1994 in Book 1124 at Page 322, records of Douglas County, Nebraska, executed by and between Maple Joint Venture, a Nebraska General Partnership and Maple Joint Venture II, a Nebraska General Partnership.
5. Declaration filed July 6, 1999 in Book 1299 at Page 401.
6. Easements and Restrictions contained in Plat and Dedication of Hillsborough Replat I filed December 30, 1992 in Book 1940 at Page 487, records of Douglas County, Nebraska. "Grant of Easements" on Plat Survey grants perpetual easements to the Omaha Public Power District and U.S. West Communications, Inc.
7. Permanent Easement and Right-of-Way dated September 16, 2004, filed September 22, 2004 at Instrument No. 2004125443, records of Douglas County, Nebraska, between Maple Joint Venture II, a Nebraska General Partnership, Grantor, and Metropolitan Utilities District of Omaha, a Municipal Corporation.
8. Administrative Subdivision of Hillsborough Replat 11 filed June 2, 1994 in Book 1120 at Page 725, records of Douglas County, Nebraska. Shown for reference only.

Numbers 1 through 4 above are referred to as the "ECRs".

Existing tenant Exclusives and Prohibited Uses

Landlord represents that each of the tenants listed on this Exhibit were occupying leased space at the Shopping Center on the Effective Date pursuant to lease in force on the Effective Date and that the exclusive use rights and prohibited use provisions recited below are true copies of the text from each of those tenant's leases as of the Effective Date and that no part of the text from any tenant's lease has been omitted where such omission would make the following text misleading.

Tenant shall not operate within the Demised Premises where such operation would be violative of the rights granted by Landlord in the text below or would be prohibited by Landlord's covenant not to permit one or more of the activities that are proscribed by the text below.

Notwithstanding the foregoing, Tenant shall not be bound by the restrictions or prohibitions in the text below from and after the first time that Landlord is not bound by such provisions, such as, but not limited to when the respective restriction or prohibition is no longer in effect under the lease within which it was contained.

A. Baker's Supermarkets, Inc.

**(b) During the term of this Lease, the Landlord acknowledges as a material consideration for its execution by Tenant that the following use restrictions shall be applicable to the Shopping Center, other than (1) the Leased Premises and (2) the Department Store Premises as shown on Exhibit B attached:**

**(i) No part thereof may be employed to engage in the package sale of intoxicating liquors, including wine and beer; nothing herein shall preclude (a) the sale or dispensation of wine, beer and/or liquor in connection with the operation of a deli, restaurant, or cafe, or (b) if Osco Drug becomes a Tenant of the Shopping Center, the sale or dispensation by Osco Drug and its successors and assigns, of wine, beer and/or liquor from its Leased Premises provided no more than 1,500 square feet of sales floor area is devoted to such sales or dispensation.**

**(ii) No part of any Premises leased to any other occupant of the Shopping Center shall be permitted to devote an area of the Premises leased to such other occupant in excess of seven hundred fifty (750) square feet of floor area (one-half of adjoining aisles shall be included in the measurement of such areas) for the sale of food or food products so long as a supermarket/grocery shall operate in the Leased Premises; provided however, Landlord shall have the right to lease to any**

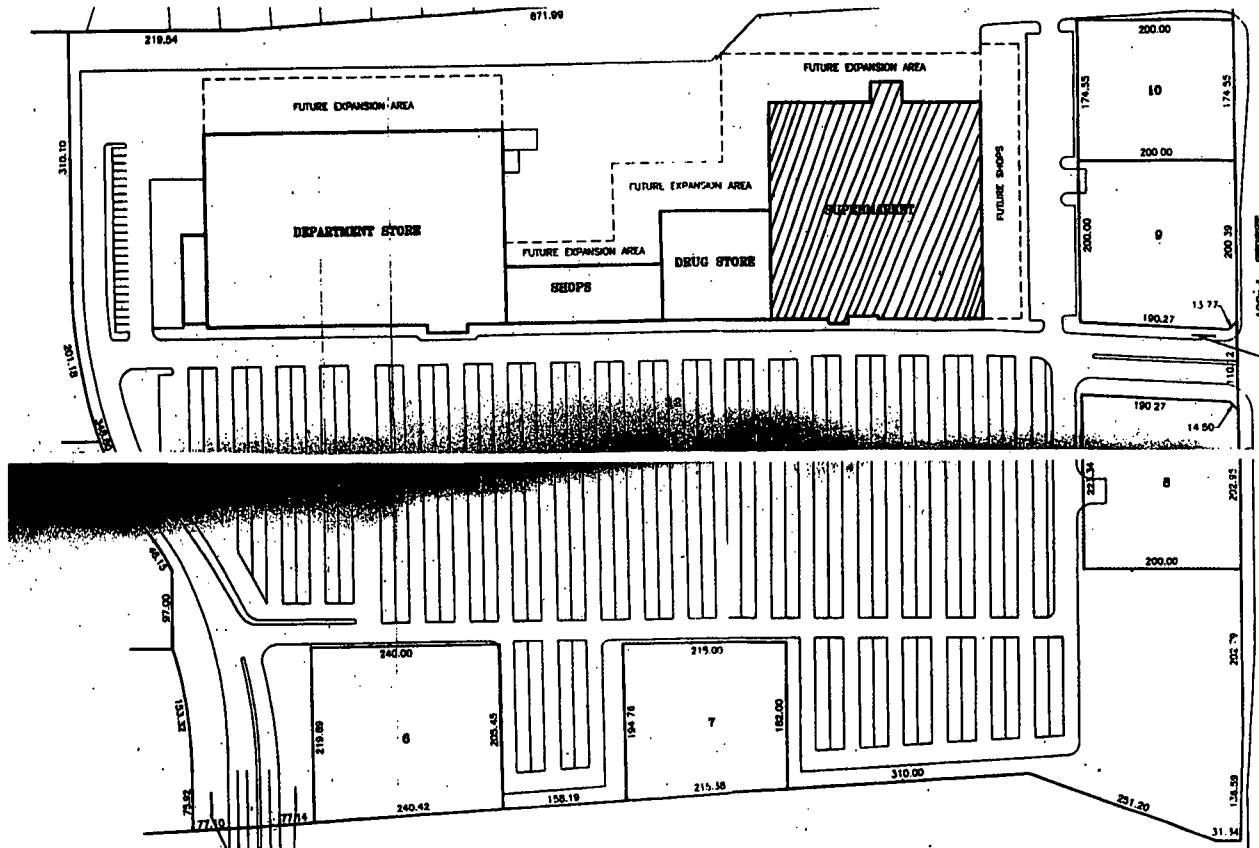
single Tenant of the Shopping Center or to sell property within the Shopping Center to persons or entities who sell food items or products to be consumed primarily within its premises or prepared food items or products for consumption off premises and (b) to lease to other specialty Tenants of the Shopping Center or to sell property within the Shopping Center to persons or entities whose primary use is the sale of ice cream, candy, nuts, popcorn, pretzels, yogurt, frozen custard, so-called health and natural foods, donuts, bakery items, cookies or any combination or variety of the foregoing, not in excess of 2,500 square feet of net leasable floor area.

(iii) No part of Premises leased to any other occupant of the Shopping Center shall be employed to operate a bingo or other game room, pool hall, teen club, theater or any other entertainment enterprise.

(c) With respect to the Department Store Premises shown on Exhibit B attached, Landlord represents that the following provisions will be included in the Lease Agreement between the Landlord and K-Mart Corporation and will not be amended or revoked without the prior written consent of the Tenant:

"...The premises hereby demised may be used for any lawful purpose, provided, however, that Tenant may not operate as a supermarket in the demised premises or operate a supermarket or grocery store as a department of the demised premises if a supermarket is operating (periods of reconstruction due to remodeling and casualty included) in the building marked "Supermarket" on Exhibit B..."

(d) If the Tenant of the Leased Premises shall not engage in the sale of intoxicating liquors, including wine or beer, or operate a supermarket grocery thereon, any restriction imposed on Landlord regarding the use of other premises in the Shopping Center of which the Leased Premises are a part shall be inoperable with respect to the activity in which Tenant is not engaged. For purposes of this Section 10(d), Tenant shall be deemed to have ceased operating a supermarket grocery store on the Leased Premises in the event it has ceased to use in excess of 750 square feet of floor area (one-half of adjoining aisles being included in the measurement of such area) for the sale of food or food products.



B. Brown Group Retail, Inc. ("Famous Footwear"). Landlord and Tenant agree that it is to the mutual benefit of both parties and the Shopping Center as a whole to establish and maintain a mixture of retail stores with a balanced and diversified selection of merchandise, goods and services within the Shopping Center. So long as Tenant is not in default beyond any applicable cure period and Tenant is operating a shoe store (excluding periods of remodeling or restoration due to fire or other casualty), Landlord covenants, warrants, and agrees that it shall not, through the term hereof, lease space in the Shopping Center as depicted on Exhibit "A" and the adjoining K-Mart parcel as depicted and described on Exhibit "A-1" attached (excluding the space or land presently occupied by Baker's Supermarket, or K-Mart, unless Landlord acquires control of any of such spaces in which event the exclusive contained in this Section 11 shall apply to such reacquired space) to another open-stock footwear store selling branded footwear such as Shoe Carnival, DSW (Designer Shoe Warehouse), or Rack Room Shoes. For the purposes of this Section 11, an open-stock branded store shall mean a store of which 20% of its sales area is devoted to the display and sale of open-stock branded footwear. In no event shall this Section 11 be interpreted (x) to preclude the sale of open-stock branded footwear as an incidental part (defined as less than 20% of any tenant's sales area) of any tenants' or occupants' business, or (y) preclude the sale of open stock branded footwear by: (1) a department store tenant or occupant such as K-Mart, Wal-Mart or Target.

C. Senco, Inc. ("Hallmark") During the term hereof and provided Tenant is not in default under this Lease, the Landlord agrees not to lease any space in the Shopping Center for use as a retail store, whether permanent or temporary in nature, which contains:

(a) more than thirty three (33) lineal feet of display racks in the sales area devoted to greeting cards; or

(b) more than thirty three (33) lineal feet of display racks in the sales area devoted to gift wrap; or

(c) more than thirty three (33) lineal feet of display racks in the sales area devoted to party supplies; or,

(d) more than one hundred (100) lineal feet of display racks in the sales area devoted to greeting cards, gift wrap and party supplies.

For the purposes of this Section 11.16, merchandise stored in a stockroom shall not be included when calculating the lineal footage of display racks in the sales area of a store of a given tenant. In addition, each "spinner rack" of merchandise will be considered to equal six (6) lineal feet of display rack. Tenant agrees that it will indemnify and hold Landlord harmless from any third party actions in which it becomes involved due to the inclusion of this Section 11.16 as a part of this Lease.

In addition, the restrictions in this Section 11.16 shall not apply to:

(a) the space occupied by Kmart, its successors, subtenants, assignees and licensees (Space A, outlined in orange in Exhibit B) until the termination of the Lease agreement under which Kmart occupies such space;

(b) the space occupied by Osco Drug, its successors, subtenants, assignees and licensees (Space B, outlined in orange on Exhibit B) until the termination of the lease agreement under which Osco Drug occupies such space;

(c) the space occupied by Baker's Supermarkets, its successors, subtenants, assignees and licensees (Space C, outlined in orange on Exhibit B) until the termination of the lease agreement under which Baker's Supermarkets occupies such space; and

(d) any future tenant occupying more than fifteen thousand (15,000) square feet within the Shopping Center and which derives 50% or more of its gross sales from the sale of products, items or services other than the sale of greeting cards, partywares, party products and/or Christmas ornaments.

D. Office Depot. [From Declaration filed July 6, 1999 in Book 1299 at Page 401]

1. **Restriction.** Until the expiration or sooner termination of that certain lease agreement dated as of May 17, 1999 (the "Lease") between Maple Joint Venture IV LLC, a Nebraska Limited Liability Company, as Landlord, and Office Depot, Inc., a Delaware Corporation, as Tenant covering certain leased premises of approximately 27,000 square feet (the "Premises") within Lot 1128 Hillsborough, a subdivision in Douglas County, Nebraska, MJV with respect to Lot 2 and MJV II with respect to Lot 1

respectively declare that as long as Office Depot, Inc. and its successors, assigns, and sublessees has not ceased to operate an office supply store similar in size and operation to Office Depot, Office Max and Staples in the entire Premises for a continuous period of six (6) months (excepting any periods during which remodeling or restoration work is being conducted with due diligence), MJV with respect to Lot 2 only and MJV II with respect to Lot 1 only shall not hereafter lease or convey or permit to be used (but only if MJV with respect to Lot 2 and MJV II with respect to Lot 1 has the right to consent to or prohibit such use) any space in any portion of Lot 2 in the case of MJV or Lot 1 in the case of MJV II to or by any other party for use as an office supply store similar in size and operation to Office Depot, Office Max and Staples. The forgoing restriction shall be subject to the rights of tenants and their respective successors, assigns, licenses and sublessees under existing leases and (i) any renewals of such leases and new leases with such tenants and their respective successors, assigns, licenses, and sublessees, and (ii) any expansions of or additions to the premises covered by such leases.

## **EXHIBIT "D-2"**

### Luxury Linens Exclusives

1. Bedding, such as:  
Sheets, comforters, bedspreads, bed pillows, mattress pads, duvet covers, blankets, quilts, and decorative throws
2. Bath and Kitchen Towels, such as:  
beach towels, aprons, potholders, oven mitts, robes and body wraps
3. Decorative Pillows and Chair Pads
4. Tabletop, such as:  
tablecloths, napkins, placements, runners, scarves and doilies
5. Rugs, such as:  
scatter rugs, bath rugs, area rugs, novelty rugs
6. Bath Room Accessories and Shower Curtains, such as:  
Plastic ensembles, ceramic ensembles, metal ensembles, scales, hampers, toilet seats, shower hooks, personal care products
7. Curtains and Draperies
8. Drapery hardware
9. Wall Art and Picture Frames
10. Decorative Housewares
11. Decorative Gifts, such as:  
Crystal, ceramic, silver, brass and wood accessories, stationery and gift wrap
12. Closet and Storage Items
13. Luggage
14. Candles and Candleholders

## EXHIBIT "D-1"

### Baby Depot Exclusives

1. cribs
2. changing tables
3. toy boxes
4. children's and adult rocking chairs
5. glider/rockers
6. juvenile furniture
  - a. tables
  - b. chairs
  - c. chests
  - d. dressers
  - e. bean bags
7. crib comforters, dust ruffles, bumpers, sheets and mattress pads
8. diaper stackers and diaper bags
9. strollers
10. high chairs
11. car seats
12. play pens
13. walkers and entertainers
14. infant swings
15. infant and layette clothing
16. infant toys
17. children's books
18. diapers



**EXHIBIT D-3**  
**OFF-PRICE**

An Off-price retailer is a retailer who engages in the sale of brand name and style apparel similar to department stores, but at every day regular prices substantially discounted from the every day regular prices of department stores such as Ross and Marshalls.



## **EXHIBIT "F"**

### Prohibited Uses

1. A tavern, bar, nightclub, cocktail lounge, discotheque, dance hall or any other establishment selling alcoholic beverages for on-premises consumption; provided, however, the foregoing shall not prohibit the operation of a restaurant where the sale of alcoholic beverages therein comprises less than forty (40%) percent of the restaurant's gross revenues, or a restaurant of the type operated on the date hereof under the trade names "Chili's" or "TGI Friday's" or "Buffalo Wild Wings".
2. A billiards parlor, pool hall, arcade, video or game room except a video game room operated as an incidental part of a restaurant.
3. A theater (for live performance), an auditorium, a convention or exhibition hall or the like.
4. A fairground.
5. A service station, automotive repair shop, truck stop or vehicle fueling station except a vehicle fueling station operated in conjunction with or incident to a grocery store such as Baker's Supermarket or discount department store or warehouse market such as Wal-Mart or Costco is permitted only in the area on the Site Plan attached as Exhibit "A" labeled "Permitted Fueling Station Area".
6. A flea market or pawnshop.
7. A training or educational facility (including without limitation, a school, college, reading room or other facility catering primarily to students and trainees rather than to customers or employees employed on premises provided that educational or training classes as part of a permitted use shall be permitted); provided, however, a single educational facility such as Sylvan or Kumon not to exceed four thousand five hundred (4,500) square feet is permitted so long as it is at least fifty (50) feet away from the Demised Premises.
8. A car wash.
9. An office building or offices of any kind not used principally for the purveying of products and services to walk-in customers at retail (other than back room offices incidental to a retail use) and medical clinics or medical offices except, subject to 28 below (i) a single urgent medical care facility not exceeding five (5,000) thousand square feet and so long as it is at least fifty (50) feet away from the Demised Premises, and (ii) medical offices such as a chiropractor, optometrist, or dentist not exceeding six (6,000) thousand square feet in the aggregate and so long as it is at least fifty (50) feet away from the Demised Premises. In addition, up to seven thousand five hundred (7,500) square feet in the Shopping Center may be used for retail office uses such as investment or

financial services (e.g., ScottTrade, Edward Jones), travel agencies, insurance offices (e.g., State Farm Insurance Agency office) and branch bank offices. Notwithstanding the foregoing, the aggregate of all office and medical uses in-line with the Demised Premises in the Shopping Center (excluding the spaces east of Baker's) shall not exceed ten thousand (10,000) square feet.

10. Any governmental or political operation of any kind, including without limitation post office, welfare office, motor vehicle or other licensing, testing or inspection operation, or any political or candidate office or operation except the operation of a post office as an incidental part of a grocery supermarket or discount department store or warehouse market is permitted.
11. A dry cleaning plant, central laundry or laundromat (which shall not preclude a "drop off" and "pick up" dry cleaning service where all dry cleaning processes shall be located outside of such premises).
12. An establishment for sale of automobiles, trucks, mobile homes, recreational motor vehicles.
13. A piercing pagoda or tattoo parlor or similar establishment.
14. An adult type bookstore or other establishment selling, renting, displaying or exhibiting pornographic or obscene materials (including without limitation: magazines, books, movies, videos, photographs or so called "sexual toys") or providing adult type entertainment or activities (including, without limitation, any displays of a variety involving, exhibiting or depicting sexual themes, nudity or lewd acts. [This clause shall not prohibit or limit the items typically sold by a business of the type operated on the date hereof under the trade names "Barnes & Noble" or "Borders."])
15. A massage parlor or any establishment purveying similar services.
16. A skating rink of any type.
17. A house of worship, church, reading room, mortuary, crematorium or funeral home.
18. A mobile home or trailer court, labor camp, junkyard or stockyard.
19. A motel or hotel or a lodging establishment of any kind.
20. A landfill, garbage dump or for the dumping, disposing, incineration or reduction of garbage.
21. A telephone call center (which shall not preclude a telephone store, cellular and otherwise).

22. A gambling establishment of any kind including, without limitation, a casino, bingo parlor or betting parlor (but lottery tickets may be sold and government sponsored lottery and similar gaming devices may be operated incidental to non-casino and non-hotel primary business at the premises).
23. An assembling, manufacturing, industrial, distilling, refining or smelting facility.
24. A storage warehouse or storage facility, except for storage incidental to a permitted use.
25. The conduct of any "fire sale," going out of business sale or bankruptcy sale (except (i) pursuant to a court order going out of business sale prior to the expiration or termination of the lease, or (ii) within the last sixty (60) days of the term of a lease for space within the Shopping Center which is not being renewed or extended and the tenant therein will vacate at the end of such sixty (60) days) or any auction house operation.
26. Any use which regularly emits a noxious odor, loud noises or sounds which can be heard or smelled outside of the occupant's premises.
27. A "so called" head shop or any business selling marijuana.
28. Operation of a business which performs abortions or euthanasia medical procedures.