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INSTRUMENT NUMBER

2013-35124

2013 Nov 15 01:02:10 PM

Lloyd J. Rowland

REGISTER OF DEEDS



SUPPLEMENTAL MEMORANDUM OF LEASE

RECORDING PREPARED BY
REQUESTED BY AND
WHEN RECORDED RETURN TO:
M. VICTORIA PEZZINI, ESQ.
THE TJX COMPANIES, INC.
770 COCHITUATE ROAD
FRAMINGHAM, MA 01701

SUPPLEMENTAL MEMORANDUM OF LEASE

THIS SUPPLEMENTAL MEMORANDUM OF LEASE ("Memorandum"), made and entered into as of this 9 day of May, 2013, by and between SHADOW LAKE TOWNE CENTER, LLC, a Delaware limited liability company ("Landlord") and THE TJX COMPANIES, INC., a Delaware corporation ("Tenant") provides:

1. Lease. Pursuant to the provisions set forth in a written lease dated June 12, 2006, as modified pursuant to that certain letter agreement dated May 5, 2010, and as modified by that certain first amendment to lease of even date herewith (collectively, the "Lease"), Landlord (as successor-in-interest to 370 LLC), did lease to Tenant certain premises located within the so-called Shadow Lake Towne Center Shopping Center (the "Shopping Center") in the City of Papillion, County of Sarpy and State of Nebraska. The provisions set forth in the Lease are hereby incorporated by reference in this Memorandum. Landlord and Tenant are parties to that certain Memorandum of Lease dated as of June 12, 2006 (the "Original Memorandum"). The Original Memorandum is amended and supplemented by this Agreement as follows.

2. Demised Premises. The Demised Premises are more particularly described as follows:

Approximately 32,652 square feet of ground floor area, being a portion of the building which is part of the Shopping Center together with any and all easements, rights, privileges and appurtenances granted to Tenant pursuant to the Lease or otherwise appurtenant to the Demised Premises or the land on which the Demised Premises are located. The boundaries of the portion of the Shopping Center containing the Demised Premises are set forth in the Legal Description annexed hereto as Schedule A.

3. Term and Option to Extend Term. The original term of the Lease is the period that commenced on April 22, 2007 and is scheduled to expire April 30, 2017. Tenant shall have five (5) successive five (5) year options of extension upon the terms and conditions set forth in the Lease.

4. Duplicate originals of the Lease are in the possession of the Landlord and Tenant and reference should be made thereto with respect to any questions arising in connection therewith.

The addresses for Landlord and Tenant are as follows:

Landlord:

c/o RED Development, LLC
One East Washington Street, Suite 300
Phoenix, AZ 85004-2513
Attn: Lease Legal Notices

With a copy to:

RED Development, LLC
7500 College Boulevard, Suite 750
Overland Park, KS 66210-4035
Attn: Lease Legal Notices

Tenant:

770 Cochituate Road
Framingham, Massachusetts 01701
Attn: Vice President-Real Estate

5. The Lease contains restrictions and other agreements that relate not only to the Demised Premises but also to the balance of the Shopping Center. The rental for the Demised Premises and all other terms and conditions are set forth in the Lease, and this Memorandum is subject to all the covenants, conditions and terms set forth in the Lease, which is incorporated herein and made a part hereof by reference, to the same extent as if all of the terms, covenants and conditions thereof were set forth in full herein.

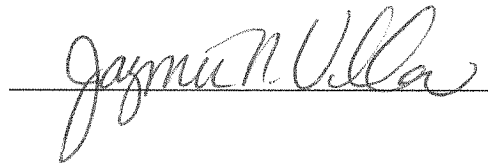
6. It is understood and agreed that the only purpose of this Memorandum is to give notice of the Lease; it being distinctly understood and agreed that said Lease constitutes the entire lease and agreement between Landlord and Tenant with respect to the Demised Premises. The Lease contains additional rights, terms and conditions not enumerated in this instrument. This instrument is not intended to vary the terms of the Lease, including such rights, terms and conditions and in the event of any inconsistency between the provisions of this Memorandum of Lease and the Lease, the provisions of the Lease shall control.

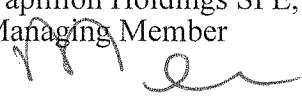
IN WITNESS WHEREOF, the parties hereto have executed this Memorandum pursuant to due authorization.

WITNESS:

**SHADOW LAKE TOWNE CENTER,
LLC**, a Delaware limited liability company

By: Papillion Holdings SPE, LLC
Its: Managing Member

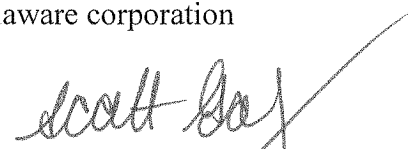


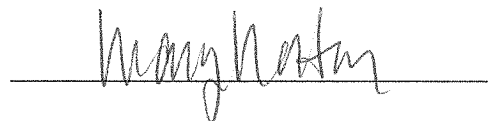
By: 
Michael L. Ebert, Vice President
Its: Sole Member

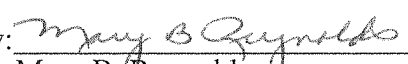
WITNESSES AS TO BOTH:

THE TJX COMPANIES, INC.,
a Delaware corporation



By: 
Scott Goldenberg
Executive Vice President, Chief
Financial Officer

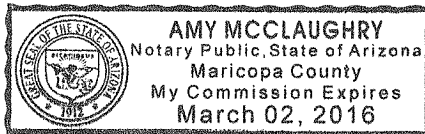


By: 
Mary B. Reynolds
Senior Vice President, Finance and
Treasurer

LANDLORD'S ACKNOWLEDGMENT

STATE OF Arizona)
CITY/COUNTY OF Maricopa) SS.

On this 9 day of May, 2013, before me, the undersigned notary public, personally appeared Michael L. Ebert as Vice President of Papillion Holdings SPE, LLC, as Managing Member of SHADOW LAKE TOWNE CENTER, LLC, a Delaware limited liability company, on behalf of the company, proved to me through satisfactory evidence of identification, which is personal knowledge of his identity, to be the person whose name is signed on the preceding document and who acknowledged that he signed it voluntarily and executed same in his authorized capacity for its stated purpose.

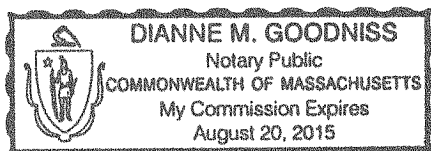


[Signature]
Notary Public
My Commission Expires:

TENANT'S ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF MIDDLESEX) SS.

On this 30th day of APRIL, 2013 before me, the undersigned notary public, personally appeared Scott Goldenberg as Executive Vice President, Chief Financial Officer and Secretary and Mary B. Reynolds as Senior Vice President, Finance and Treasurer, respectively, of THE TJX COMPANIES, INC., on behalf of the corporation, proved to me through satisfactory evidence of identification, which is personal knowledge of the identity of both, to be the people whose names are signed on the preceding document and who acknowledged that they signed it voluntarily and executed same in their authorized capacities for its stated purpose.



[Signature]
Notary Public
My Commission Expires:

SCHEDULE A

LEGAL DESCRIPTION

Lot 1, Shadow Lake Towne Center, Replat 1, a subdivision in Sarpy County, Nebraska, according to a recorded plat thereof.