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RICHARD H. TAKECHI
REGISTER OF DEEDS
TULSA COUNTY, OK



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RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:
THOMAS A. TAK, ESQ.
MARSHALLS OF MA., INC.
770 COCHITUATE ROAD
FRAMINGHAM, MA 01701

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE, made and entered into as of this 14th day of June, 2002, by and between MONTCLAIR INVESTMENT II CO., a Nebraska general partnership (the "Landlord"), and MARSHALLS OF MA, INC., a Massachusetts corporation (the "Tenant"), provides:

1. Lease. The provisions set forth in a written lease between the parties hereto dated June 14, 2002 (the "Lease") are hereby incorporated by reference in this Memorandum.

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

The Demised Premises consist of a one-story building, previously constructed by Landlord and inspected by Tenant, to be built out by Landlord as provided in the Lease, and contain thirty-two thousand six hundred seventy-five (32,675) square feet of floor area having a frontage and width of one hundred twenty-seven and one-half (127.5) feet and other dimensions as shown upon the plan attached to the Lease. The Demised Premises are a portion of the Shopping Center land more particularly described in Schedule A attached hereto as a part hereof. In addition, the Tenant shall have the exclusive right to use certain service areas adjacent to the Demised Premises which contain an exterior loading dock and trash storage area.

3. Term and Option to Extend Term. The original term of the Lease shall be the period of ten (10) years and a fraction of month commencing on the Commencement Date (as described below) and terminating on the last day of the month during which the tenth (10th) anniversary of the Commencement Date shall occur, except, however, that if the Commencement Date shall be a first day of a calendar month then the original term of this lease shall be the period of ten (10) years commencing on the Commencement Date and terminating on the tenth (10th) anniversary thereof.

Tenant shall have the right, at its election, to extend the term of the Lease three (3) extension periods of five (5) years each, each commencing upon the expiration of the original term, or the original term as thus previously extended. In addition, Tenant shall have the right, at its election, to extend the original term, or the original term as it may have been previously extended as aforesaid, an extension period of a fraction of a year ending upon the January 31st next following the expiration of the original term, or the original term as previously extended, as the case may be. Such extensions shall be granted upon the terms and conditions set forth in the Lease.

4. An "Opening Day" shall be any Monday through Friday (except for legal holidays) between April 1 and the following May 15, and between August 20 and the following November 15. The "Commencement Date" shall be the first Opening Day after the later to occur of the following dates:

(1) the sixtieth (60th) day after both the completion of Landlord's Construction Work (as that term is defined in the Lease) and the receipt by Tenant of notice thereof from Landlord; and

(2) the sixtieth (60th) day after Landlord shall have delivered to Tenant all of the fully executed and acknowledged instruments referred to in Paragraph 8 of Schedule B to the Lease; and

(3) the tenth (10th) day after Landlord shall have delivered to Tenant a

current certificate of occupancy (or its equivalent) for the Demised Premises, if the same shall be issuable in accordance with local law or custom. It is understood and agreed that if Landlord is unable to obtain a certificate of occupancy solely because of construction work then still to be performed by Tenant (and not because of Landlord's failure to properly complete all of Landlord's Construction Work), then (i) the date referred to in this clause (3) shall be deemed the date when Landlord shall have properly completed all of Landlord's Construction Work so as to enable Landlord to obtain a certificate of occupancy upon the completion of Tenant's Work and (ii) Landlord shall obtain the certificate of occupancy promptly upon the completion of the work to be performed by Tenant; and

(4) the sixtieth (60th) day after Landlord shall have delivered to Tenant the necessary governmental permits and approvals for Tenant's identification panel on the Pylon Sign, as provided in Paragraph 3 of Schedule B hereof, provided however that if Tenant fails to provide Landlord with the specifications for Tenant's identification panel on the Pylon Sign within fifteen (15) days after the date hereof, the Commencement Date shall occur notwithstanding Landlord's failure to obtain said necessary permits and approvals; and

(5) the sixtieth (60th) day after Landlord shall have delivered to Tenant reasonable evidence that the Leases or other documents relating to prior occupants of the Demised Premises have been removed as encumbrances from title; and

(6) the tenth (10th) day after completion of necessary repairs, if any, to the Common Areas (defined in Paragraph 2 of Schedule B); and

(7) August 19, 2002.

Notwithstanding anything in this lease contained to the contrary, if the Demised Premises shall be formally opened for business with customers prior to the Commencement Date determined as above provided, such date of formal opening shall be the Commencement Date.

5. Duplicate of the 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 the Seldin Company
13057 West Center Road
Omaha, NE 68144

Tenant: Marshalls of MA, Inc.
Post Office Box 9123
770 Cochituate Road
Framingham, Massachusetts 01701
Attn: Vice President-Real Estate

6. The Lease contains certain restrictions upon the remainder of the Shopping Center property described in Schedule A, as set forth in Schedule B of the Lease including without limitation, the following:

(A) Landlord agrees that as long as any retail sales activity shall be conducted in the Demised Premises the Shopping Center shall not be used (a) for any non-retail purposes (repairs, alterations and offices incidental to retailing, and banks and small loan offices, not being deemed non-retail), or (b) for any entertainment purposes such as a bowling alley, skating rink, cinema, discotheque, amusement gallery, poolroom, health club, massage parlor, sporting event, sports or game facility, off-track betting club (c) or for any establishment which sells or displays pornographic materials or (d) for any establishment which sells or displays used merchandise or second hand goods. Notwithstanding anything to the contrary set forth in this Paragraph 4(A), Landlord shall not be in default hereunder if any tenant engages in a use which is permitted as of right (without Landlord's consent) under a lease which has been executed prior to the date hereof, it being understood and agreed that such leases may be modified, extended or

amended after the date hereof, but if any such modification, extension or amendment alters, in any way, the use rights of the tenant thereunder, then to the extent of such modifications, such lease shall not be considered to be "executed prior to the date hereof." Notwithstanding anything to the contrary set forth in this Paragraph 4(A), the presently existing uses within the Shopping Center as described on Schedule O attached hereto shall be permitted within the premises described on such Schedule. Notwithstanding the foregoing, offices shall be permitted on the upper level of the building labelled "Shops 1/Upper-Level Offices" on the Lease Plan, and an additional three thousand (3,000) square feet of office use in the aggregate shall be permitted, provided such additional office uses are not located within two hundred (200) feet of the Demised Premises. No bars or restaurants shall be located within two hundred (200) feet of the Demised Premises. All restaurants in the in-line portion of the Shopping Center (i.e., excluding outparcels) shall not exceed an aggregate of 3,200 square feet. All bars in the in-line portion of the Shopping Center shall not exceed an aggregate of 3,200 square feet. For purposes of the immediately preceding sentences, (i) "restaurants" shall include establishments selling food prepared on premises for consumption on or off premises, but shall not include the incidental sale of food within anchor tenants and (ii) "bars" shall include nightclubs or other establishments whose reasonably projected annual gross revenues from the sale of alcoholic beverages for on-premises consumption exceeds thirty percent (30%) of its total gross revenues.

(B) Landlord agrees that, during the term of this lease, no other premises in the Shopping Center shall at any time contain more than twenty-five thousand (25,000) square feet of floor area therein used or occupied for, or devoted to, the sale or display of brand name off-price apparel (defined as brand name or designer apparel (as opposed to private label apparel) available in department or specialty stores, but priced below department or specialty stores, it being understood and agreed, however, that "apparel" shall not include shoes), including in the computation of such floor area one-half (1/2) of all floor area in any aisles, corridors or similar spaces adjacent to or abutting any racks, gondolas, shelves, cabinets, counters or other fixtures or equipment containing or used for the sale or display of off-price apparel. The provisions of this paragraph (B) shall not apply to any tenant who is permitted as of right (without Landlord's consent) to engage in the use which would otherwise be prohibited hereunder, under a lease which has been executed prior to the date hereof (it being understood and agreed that if any modification, extension or amendment of any such lease is made after the date hereof which alters, in any way, the use rights of the tenant thereunder, then to the extent of such modifications, such lease shall not be considered to be "executed prior to the date hereof"). It is understood and agreed that (a) stores such as those currently operated under the trade names "TJ Maxx," "Ross," "Steinmart" and "Burlington Coat Factory" engage in the sale or display of brand name off-price apparel, but that (b) stores such as those currently operated under the trade names "Target" or "Kohl's" do not engage in the sale or display of brand name off-price apparel.

7. It is understood and agreed that the only purpose of this Memorandum of Lease 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 Lease and this Memorandum of Lease, the terms of the Lease shall prevail.

[SIGNATURE PAGE TO FOLLOW]

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

WITNESSES AS TO BOTH:

Cindy M. Wise

MONTCLAIR INVESTMENT II CO.,
a Nebraska general partnership
By: The Silverman Children's Trust,
as General Partner

By: Theodore M. Seldin
Name: Theodore M. Seldin
Title: Trustee

WITNESSES AS TO BOTH:

Beverly J. Kennedy

Helen McAnen

MARSHALLS OF MA., INC.,
A Massachusetts corporation

By: Jay H. Meltzer
Jay H. Meltzer
Secretary/Clerk

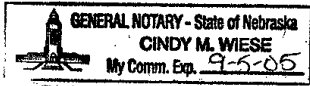
By: Mary B. Reynolds
Mary B. Reynolds
Treasurer

LANDLORD'S ACKNOWLEDGMENT

STATE OF NEBRASKA)
) SS.
CITY/COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this
10th day of June, 2002 by Theodore M. Seldin, Trustee and
of the Silverman Children's Trust*, on behalf of the partnership

*as General Partner of Montclair Investment II Co.



Cindy M. Wiese
Notary Public
My Commission Expires: 9-5-05

TENANT'S ACKNOWLEDGEMENT

COMMONWEALTH OF MASSACHUSETTS)
) SS.
COUNTY OF MIDDLESEX)

The foregoing instrument was acknowledged before me this 10th
day of June, 2002 by Jay H. Meltzer and Mary B. Reynolds, Secretary/Clerk and
Treasurer, respectively, of MARSHALLS OF MA., INC., on behalf of the corporation.

Erica J. Zilembo
Notary Public
My Commission Expires:

ERICA J. ZILEMBO
Notary Public
My Commission Expires
October 18, 2007



**NOTARIAL SEAL
REGISTER OF DEEDS**

SCHEDULE A

DESCRIPTION OF SHOPPING CENTER AND DEMISED PREMISES

The Demised Premises consist of a one-story building, previously constructed and inspected by Tenant, to be built out by Landlord as herein provided and contain thirty-two thousand six hundred seventy-five (32,675) square feet of floor area having a frontage and width of one hundred twenty-seven and one-half (127.5) feet and other dimension as shown upon the plan attached hereto ("the Lease Plan"), and are a portion of the premises within the Shopping Center referred to hereinbelow labeled Area A on the Lease Plan. Landlord and Tenant (i) acknowledge that the aforesaid one-story building includes an existing mezzanine at the northern portion of the Demised Premises, which mezzanine has a separate entrance, and (ii) agree that such mezzanine is not included within the Demised Premises. The area labelled "Tenant's Critical Area" on the Lease Plan shall not be modified in any way without Tenant's consent, which may be withheld at Tenant's sole and absolute discretion, provided that Tenant may not withhold its consent in bad faith. It is understood and agreed that, for purposes of the immediately preceding sentence, mere repairs to or replacements of existing improvements or landscaping within the Tenant's Critical Area shall not constitute "modifications." In addition, in no event shall any changes outside of the Tenant's Critical Area materially and adversely affect the visibility of Tenant's storefront or signs or accessibility of the Demised Premises to and from any other portion of the Shopping Center or the Main Streets. In addition, Tenant shall have the exclusive right to use certain service areas adjacent to the Demised Premises which contain an exterior loading dock and trash storage area for Tenant's delivery and removal activities and for Tenant's compactor, dumpster and/or trash receptacles. It is expressly understood and agreed that said service areas shall not be included in computing minimum rent pursuant to Section 5.1 of the lease or Tenant's Fraction or Tenant's Portion (defined in Section 6.1) for purposes of Article VI and Paragraph 10 of Schedule B or for purposes of calculating other charges due under this Lease. Tenant shall at its expense maintain the equipment it uses in such service areas. If after completion of Landlord's Construction Work the Demised Premises shall contain more or less than the floor area required above then, in addition to all other remedies of Tenant, as a result thereof, the minimum rent payable by Tenant pursuant to Section 5.1 shall be adjusted proportionately, provided that in no event shall the minimum rent be increased by more than five percent (5%) as a result thereof. Landlord agrees that the name of the Shopping Center shall not contain the trade name of any business operated in the Shopping Center.

The Demised Premises are situated within the so-called Montclair Shopping Center at the southeast corner of the intersection of 132nd Street and West Center Road (herein collectively referred to as "the Main Streets") in Omaha, Nebraska. The Shopping Center is the land, together with the buildings and other structures from time to time thereon, shown on the Lease Plan, and is more particularly described as follows:

(LEGAL DESCRIPTION)

(Page 2 of Schedule A)
Exhibit A

Policy No. J 746673
File No. T97-3580

Lot 1, Block 1, in WESTWOOD HEIGHTS 15th ADDITION, an Addition to the City of Omaha, Douglas County, Nebraska, except that part described in Plat and Dedication filed July 10, 1969 in Book 478 at Page 265 of the Miscellaneous Records of Douglas County, Nebraska, together with those parts of vacated 132nd Street frontage road and vacated West Center Road frontage road adjacent to said Lot 1, all except those parcels described as follows:

Commencing at the Southeast corner of said Lot 1, Block 1, said point being on the Northerly right of way line of Augusta Avenue; thence Northwesterly along the Northerly right of way line of said Augusta Avenue on a curve to the left (having a radius of 530.00 feet) for an arc distance of 160.34 feet; thence South 89°54'16" West on the Northerly right of way line of said Augusta Avenue for 675.54 feet; thence continuing on said Northerly right of way line of Augusta Avenue along a curve to the left (having a radius of 240.00 feet) for an arc distance of 107.98 feet to the True Point of Beginning; thence North 30°57'06" West for 46.77 feet; thence North 89°59'16" West for 166.18 feet to the East right of way line of the frontage road; thence South 00°00'44" West along said East right of way line for 15.30 feet; thence continuing on said East right of way line along a curve to the left (having a radius of 83.50 feet and long chord bearing South 16°48'55" East for 48.34 feet) an arc distance of 49.05 feet; thence continuing on said East right of way line along a curve to the right (having a radius of 116.50 feet and long chord bearing South 20°31'04" East for 52.91 feet) an arc distance of 53.37 feet; thence continuing on said East right of way line South 32°31'47" East for 20.09 feet to the Northerly right of way line of Augusta Avenue; thence Easterly on said Northerly right of way line along a curve to the left (having a radius of 190.00 feet and a long chord bearing North 61°45'39" East for 98.73 feet) an arc distance of 99.88 feet; thence continuing on said Northerly right of way line along a curve to the right (having a radius of 240.00 feet and long chord bearing North 55°24'50" East for 72.71 feet) an arc distance of 72.99 feet to the True Point of Beginning;

and except;

Commencing at the Southeast corner of said Lot 1, Block 1, said point being on the Northerly right-of-way line of Augusta Avenue; thence Northwesterly on the Northerly right-of-way line of Augusta Avenue on a curve to the left (radius being 530.00 feet), 160.34 feet to a point of tangency; thence South 89°54'16" West on the Northerly right-of-way line of said Augusta Avenue, 675.54 feet to a point of curve; thence Southwesterly on the Northerly right-of-way line of said Augusta Avenue on a curve to the left (radius being 240.00 feet), 107.98 feet; thence North 30°57'06" West, 46.77 feet to the True Point of Beginning; thence continuing North 30°57'06" West, 4.64 feet; thence North 89°59'16" West, 163.76 feet to the East right-of-way line of the frontage road; thence South 00°00'44" West along said East right-of-way line for 3.98 feet; thence South 89°59'16" East for 166.18 feet to the Point of Beginning;

Continued on next page

(Page 3 of Schedule A)
Exhibit A

Policy No. J 746673
File No. T97-3580

and further except;

Commencing at the Southeast corner of said Lot 1, Block 1, said point being on the Northerly right of way line of Augusta Avenue; thence Northwesterly on the Northerly right of way line of said Augusta Avenue on a curve to the left (radius being 530.00 feet), 160.34 feet to a point of tangency; thence South 89°54'16" West on the Northerly right of way line of said Augusta Avenue, 675.54 feet to a point of curve; thence Southwesterly on the Northerly right of way line of said Augusta Avenue on a curve to the left (radius being 240.00 feet), 107.98 feet; thence North 30°57'06" West, 54.36 feet to the point of beginning; thence continuing North 30°57'06" West, 82.05 feet; thence North 89°59'16" West, 120.00 feet; thence South 0°0'44" West, 70.36 feet; thence South 89°59'16" East, 162.22 feet to the point of beginning;

and further except;

Commencing at the Southeast corner of said Lot 1, Block 1, said point being on the Northerly R.O.W. line of Augusta Avenue; thence Northwesterly along said Northerly R.O.W. line of Augusta Avenue on a curve to the left (having a radius of 530.00 feet) for an arc distance of 160.34 feet; thence S 89°54'16" W on the Northerly R.O.W. line of said Augusta Avenue for 675.54 feet; thence continuing on said Northerly R.O.W. line of Augusta Avenue along a curve to the left (having a radius of 240.00 feet) for an arc distance of 107.98 feet; thence N 30°57'06" W for 51.41 feet to the true point of beginning; thence N 30°57'06" W for 2.95 feet; thence N 89°59'16" W for 162.22 feet to the East R.O.W. line of the frontage road; thence S 0°00'44" W along said East R.O.W. line for 2.25 feet; thence S 89°59'16" E for 163.76 feet to the true point of beginning.

All together with non-exclusive easement rights granted by that certain Reciprocal Easement Agreement dated September 10, 1997, filed September 18, 1997 in Book 1222 at Page 575 of the Miscellaneous Records of Douglas County, Nebraska.