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2006 26634

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Lloyd J. Dowding
REGISTER OF DEEDS

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FOR RECORDING
INFORMATION.**

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NEXT PAGE.**

LLOYD J. DOWDING

SARPY COUNTY REGISTER OF DEEDS
1210 GOLDEN GATE DRIVE, STE 1109
PAPILLION, NE 68046-2895
402-593-5773

R.R Chicago Title Ins Co
20900 Swenson Drive Ste 900
Waukesha WI 53186

RECORDER NOTE: INDEXED AGAINST LOTS 1 TAKU 14
AND OUTLOT A MARKET ADDITION LAL 8-4-06
P^Ainte

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MEMORANDUM OF LEASE

Document Number

Document Title

Recording Area

Name and Return Address

ALAN J. SALLE
KOHL'S DEPARTMENT STORE, INC.

N56 W17000 RIDGEWOOD DRIVE
MENOMONEE FALLS, WI 53051

Parcel Identification Number (PIN)

THIS PAGE IS PART OF THIS LEGAL DOCUMENT-DO NOT REMOVE

26634

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document.
Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 59.517. WRDA 2/96

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made and entered into as of the 16th day of June, 2004, by and between **MARKET POINTE, L.L.C.**, a Missouri limited liability company ("Landlord") and **KOHL'S DEPARTMENT STORES, INC.**, a Delaware corporation ("Tenant").

W I T N E S S E T H:

WHEREAS, Landlord is the owner of certain land located in the City of Papillion, Sarpy County, Nebraska, which is legally described on EXHIBIT A attached hereto and is depicted on the site plan attached hereto as EXHIBIT B (the "Land");

WHEREAS, Landlord intends to develop the Land as a shopping center (the "Shopping Center"), which shall be operated as an integrated shopping area whereby tenants, and their customers and invitees, of the stores and buildings located in the Shopping Center may use the parking areas and other common facilities situated thereon;

WHEREAS, pursuant to a certain Lease of even date herewith, Landlord leased to Tenant and Tenant leased from Landlord the portion of the Land identified as "Tenant's Tract" on EXHIBIT B ("Tenant's Tract"), the building to be constructed on Tenant's Tract (the "Building") and all appurtenant rights thereto (collectively, the "Premises"), upon the terms and conditions set forth therein; and

WHEREAS, Landlord and Tenant wish to place notice of the Lease on record.

NOW, THEREFORE, Landlord hereby leases the Premises to Tenant, Tenant hereby leases the Premises from Landlord, and Landlord and Tenant hereby execute this Memorandum of Lease for the purpose of evidencing Tenant's interest in the Premises, **TO HAVE AND TO HOLD** the Premises unto Tenant upon the terms, covenants and conditions contained in the Lease, for a term expiring on January 31, 2027, subject to five (5) separate options to extend the term for successive periods of five (5) years each.

This Memorandum of Lease is made and executed and is to be recorded with the Sarpy County, Nebraska Recorder for the purpose of giving notice of the Lease and the rights of the parties thereunder.

This Memorandum of Lease is subject in each and every respect to the rental and other terms, covenants and conditions contained in the Lease, which is incorporated herein by this reference, and is executed by Landlord and Tenant with the understanding and agreement that nothing contained herein shall in any manner alter, modify or vary the rental or other terms, covenants or conditions of the Lease.

Section 6.5(a) of the Lease provides that Landlord shall not, without the prior written consent of Tenant, which consent may be withheld in Tenant's sole discretion, do the following:

- (i) make any change to the Building;
- (ii) close, restrict or otherwise alter the entrances to the Premises;
- (iii) change the size, configuration, striping and/or location of that portion of the parking areas and access drives of the Shopping Center designated as "Protected Parking and Access" on EXHIBIT B attached hereto;
- (iv) construct or permit any third party or tenant of the Shopping Center to construct any improvements other than within the building areas designated on EXHIBIT B attached hereto or erect any kiosks in the Shopping Center;
- (v) add any land to the Shopping Center and/or grant any rights to use any of the Common Areas to other than the occupants of space in the Shopping Center and their respective employees, customers and business invitees;
- (vi) grant any rights to use any of the Common Use Facilities to other than the occupants of space in the Extended Shopping Center and their respective employees, customers and business invitees; and/or
- (vii) construct or permit the construction of an entrance to any portion of the Shopping Center or erect and display or permit the erection and display of freestanding signage by any third party or tenant of the Shopping Center within one hundred feet (100') of the Premises.

Section 6.5(b) of the Lease provides that at all times during the term of this Lease, there shall be maintained in the portion of the Shopping Center situated outside of Tenant's Tract no fewer than the following number of parking spaces:

- (i) five (5) parking spaces for each one thousand (1,000) square feet of Floor Area (excluding Floor Area of any portion of the Shopping Center used as a restaurant); plus
- (ii) ten (10) parking spaces for each one thousand (1,000) square feet of Floor Area used as a restaurant.

Section 6.5(c) of the Lease provides that the following restrictions shall apply to the Outparcels:

(i) No building constructed on the Outparcels shall exceed a height equal to the lesser of (x) twenty-six feet (26') above finished floor elevation; provided, however, architectural elements that do not exceed twenty-five percent (25%) of the width of any elevation may extend to height of thirty feet (30') above finished floor elevation; or (y) the height limitation, if any, set forth in the ECR (as hereinafter defined);

(ii) The Floor Area of the buildings to be constructed on the Outparcels identified on EXHIBIT B as "Lot 9" and "Lot 10" shall not exceed twelve thousand five hundred (12,500) square feet and shall not have a north-south dimension greater than ninety feet (90').

(iii) The Floor Area of the buildings to be constructed on the Outparcels identified on EXHIBIT B as "Lot 4", "Lot 5", "Lot 6", "Lot 7", "Lot 8", "Lot 11", "Lot 12", "Lot 13" and "Lot 14" shall not exceed eight thousand (8,000) square feet per Outparcel; provided, however, the following shall be applicable:

(A) if any two (2) of these Outparcels are combined, the combined Floor Area of the two (2) Outparcels shall not exceed fourteen thousand (14,000) square feet, and

(B) if less than an entire Outparcel is added to or subtracted from an existing Outparcel, then the maximum Floor Area to be constructed on the affected Outparcels shall be the greater of (x) fourteen thousand (14,000) square feet or (y) eight thousand (8,000) square feet for each one and two-tenths (1.2) acres of land contained within the affected Outparcel;

(iv) No more than eleven (11) buildings may be constructed on the Outparcels in the aggregate;

(v) No more than one (1) building shall be constructed on any of the Outparcels; and

(vi) Each of the Outparcels shall independently satisfy the parking requirements set forth in Section 6.5(b).

Section 7.2 of the Lease provides that Landlord shall not, without the prior written consent of Tenant, at any time permit any occupant of space in the Shopping Center to (i) conduct or permit any bankruptcy sale unless directed by order of a court of bankruptcy

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or other court of competent jurisdiction or any fire or "going out of business" sale; (ii) use, or permit to be used, the sidewalks adjacent to such occupant's space, or any other portion of the Common Areas for the sale or display of any merchandise or for any other business, occupation, or undertaking; (iii) use, or permit to be used, any sound broadcasting system or amplifying device which can be heard outside of such space, except systems or devices located within such spaces which are intended for hearing within such spaces and are not audible more than twenty-five feet (25') outside of such spaces; or (iv) use or permit the use of any portion of such space for any of the uses set forth in EXHIBIT I attached hereto.

Section 7.3(a) of the Lease provides that no sign, symbol or advertisement shall be placed or maintained on or adjacent to the exterior walls (including both interior and exterior surfaces of windows) of, or above, any building or structure in the Shopping Center, except signs complying with the general sign criteria attached hereto as EXHIBIT H.

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

LANDLORD:

MARKET POINTE, L.L.C., a Missouri limited liability company

By: Owen Buckley
Name: OWEN J. BUCKLEY
Title: MEMBER

TENANT:

KOHL'S DEPARTMENT STORES, INC., a Delaware corporation

By: R. Lawrence Montgomery
Chairman and Chief Executive Officer

Attest: Richard D. Schepp
Secretary

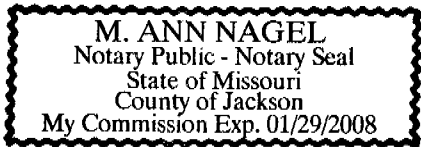


APPROVED
KLS

F

STATE OF MISSOURI)
) SS
COUNTY OF JACKSON)

Personally came before me this 22nd day of June, 2004, the above-named Owen J. Buckley, to me known to be ~~the~~ a member of Market Pointe, L.L.C., a Missouri limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same.



M. Ann Nagel
Notary Public

My Commission Expires: 01-29-08

STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

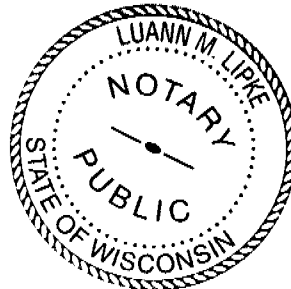
Personally came before me this 17th day of June, 2004, the above-named R. Lawrence Montgomery and Richard D. Schepp, to me known to be the Chairman and Chief Executive Officer and Secretary, respectively, of Kohl's Department Stores, Inc., a Delaware corporation, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Luann M. Lipke
Notary Public

My Commission Expires: 11-20-05

This instrument was drafted by
and after recording mail to:

Alan J. Salle
Kohl's Department Stores, Inc.
N56 W17000 Ridgewood Drive
Menomonee Falls, Wisconsin 53051



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EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

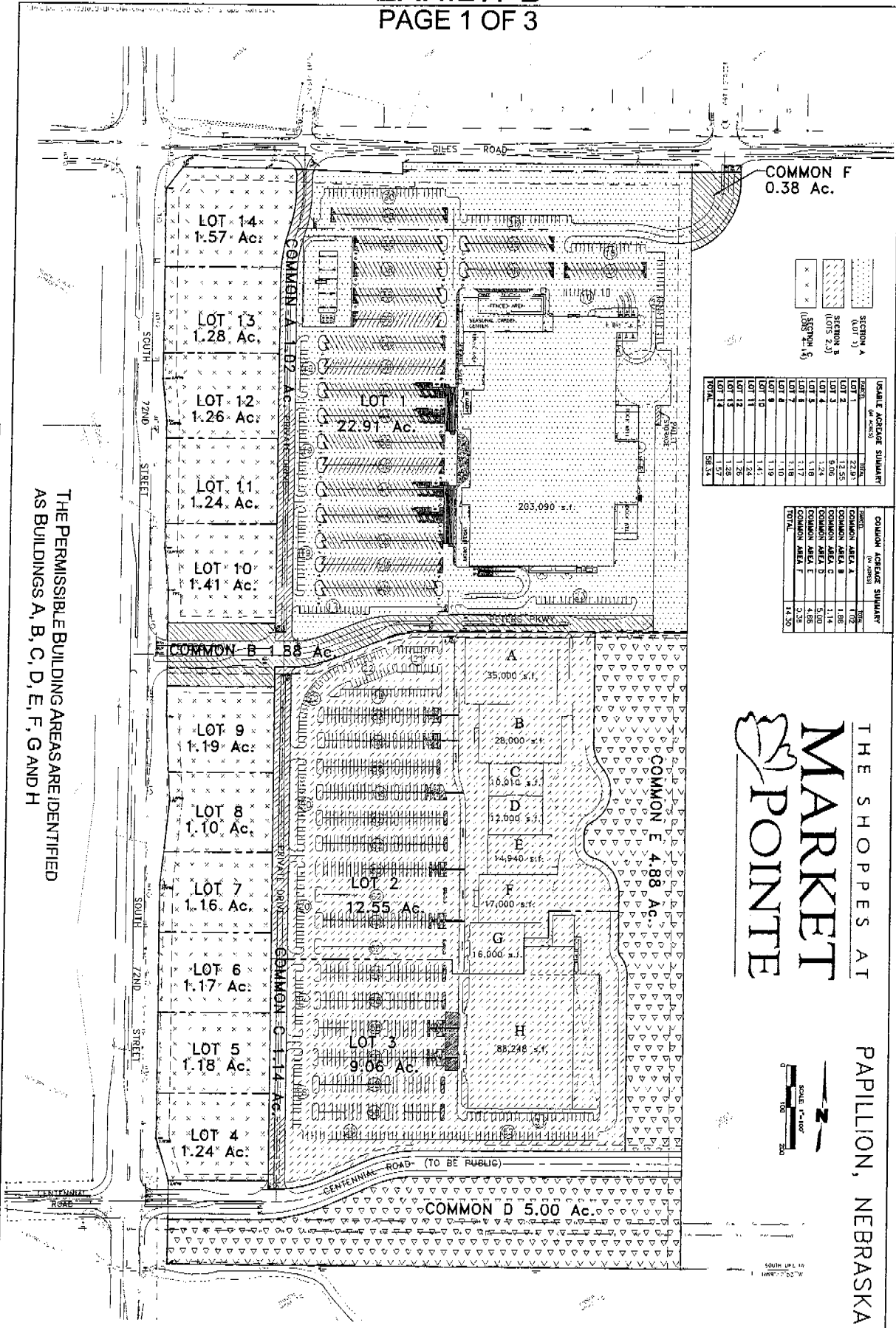
THAT PART OF WEST ONE-HALF (W 1/2) OF THE NORTHWEST QUARTER (NW 1/4) IN SECTION 24, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., EXCEPT THAT PORTION TAKEN FOR ROAD PURPOSES. SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE WEST HALF OF THE NW 1/4 OF SAID SECTION 24, T14N-R12E, THENCE S00°03'18"E (ASSUMED BEARING) ALONG THE EAST LINE OF SAID WEST 1/2 OF THE NW 1/4, 2611.90 FEET TO THE SOUTH LINE OF SAID WEST 1/2 OF THE NW 1/4; THENCE N89°42'53"W ALONG SAID SOUTH LINE, 1215.17 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF 72ND STREET; THENCE N00°05'41"W ALONG SAID RIGHT OF WAY LINE, 198.55 FEET; THENCE N16°40'50"W ALONG SAID RIGHT OF WAY LINE, 104.30 FEET; THENCE N00°02'04"W ALONG SAID RIGHT OF WAY LINE, 600.24 FEET; THENCE N05°43'32"E ALONG SAID RIGHT OF WAY LINE, 201.10 FEET; THENCE N02°58'31"W ALONG SAID RIGHT OF WAY LINE, 200.14 FEET; THENCE N00°02'11"W ALONG SAID RIGHT OF WAY LINE, 300.03 FEET; THENCE N05°45'32"W ALONG SAID RIGHT OF WAY LINE, 100.80 FEET; THENCE N00°02'33"W ALONG SAID RIGHT OF WAY LINE, 299.73 FEET; THENCE N05°45'26"W ALONG SAID RIGHT OF WAY LINE, 100.27 FEET; THENCE N00°01'34"E ALONG SAID RIGHT OF WAY LINE, 446.52 FEET; THENCE N38°10'02"E ALONG SAID RIGHT OF WAY LINE, 64.05 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF GILES ST; THENCE S89°46'37"E ALONG SAID RIGHT OF WAY LINE, 200.05 FEET; THENCE S87°54'24"E ALONG SAID RIGHT OF WAY LINE, 325.12 FEET; THENCE N00°27'38"E ALONG SAID RIGHT OF WAY LINE, 27.00 FEET; THENCE S89°40'51"E ALONG SAID RIGHT OF WAY LINE, 689.22 TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS A CALCULATED AREA OF 3,229,133.91 SQUARE FEET OR 74.13 ACRES, MORE OR LESS.

EXHIBIT B
PAGE 1 OF 3

H



USABLE ACREAGE SUMMARY

LOT #	ACREAGE	TOTAL
LOT 1	22.91	22.91
LOT 2	12.55	35.46
LOT 3	9.06	44.52
LOT 4	1.24	45.76
LOT 5	1.18	46.94
LOT 6	1.17	48.11
LOT 7	1.16	49.27
LOT 8	1.10	50.37
LOT 9	1.19	51.56
LOT 10	1.41	52.97
LOT 11	1.26	54.23
LOT 12	1.26	55.49
LOT 13	1.28	56.77
LOT 14	1.57	58.34
TOTAL		58.34

COMMON ACREAGE SUMMARY

COMMON AREA #	ACREAGE	TOTAL
COMMON AREA A	1.02	1.02
COMMON AREA B	1.88	2.90
COMMON AREA C	1.14	4.04
COMMON AREA D	5.00	9.04
COMMON AREA E	4.88	13.92
COMMON AREA F	0.38	14.30
TOTAL		14.30

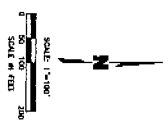
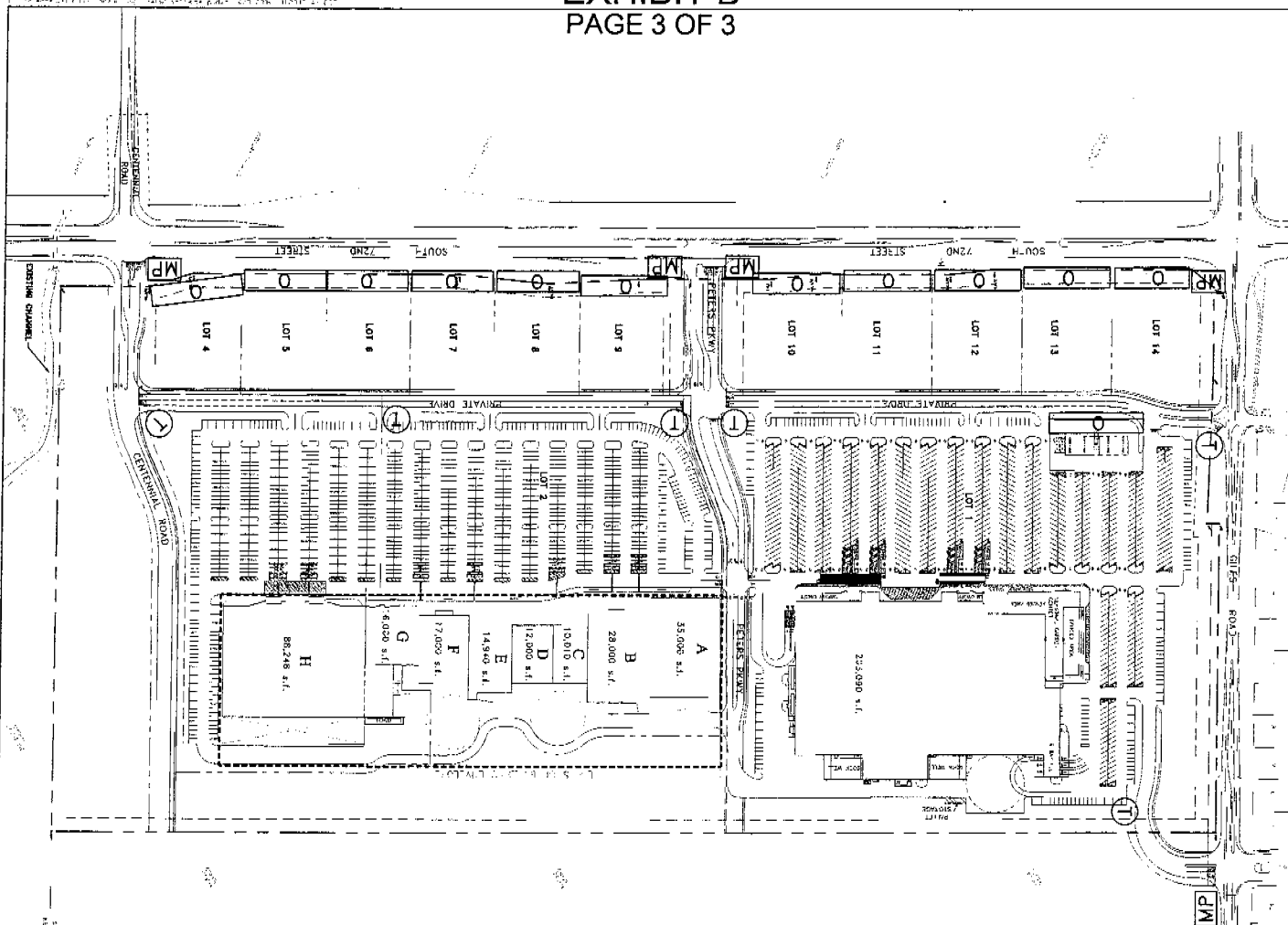
THE PERMISSIBLE BUILDING AREAS ARE IDENTIFIED AS BUILDINGS A, B, C, D, E, F, G AND H

THE PROTECTED PARKING AND ACCESS AREA SHALL INCLUDE THE REAR SERVICE DRIVE, THE ACCESS DRIVE IMMEDIATELY IN FRONT OF THE SHOPPING CENTER BUILDINGS, THE PARKING AREA ON TENANT'S TRACT AND ALL PARKING AREAS WITHIN FIFTY FEET (50') OF TENANT'S TRACT

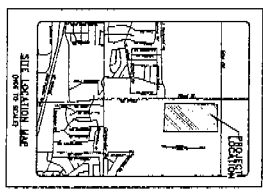
THE SHOPPES AT
MARKET
POINTE

PAPILLION, NEBRASKA

SHEET 1 OF 3	USABLE AREA ACREAGE EXHIBIT MARKET POINTE ADDITION PAPILLION, NEBRASKA	REVISIONS 2. DATE DESCRIPTION	THE R.H. JOHNSON COMPANY	 OLSSON ASSOCIATES ENGINEERS - PLANNERS - ARCHITECTS - SURVEYORS <small>1111 CENTRAL AVENUE - SUITE 1000 - PAPER CITY - KANSAS CITY, MO 64101 - TEL: 816-452-1111</small>
	2004	2004		



- MP** SIGNAGE ADVERTISING SHOPPING CENTER
- T** SIGNAGE ADVERTISING MAJOR TENANT
- O** SIGNAGE ADVERTISING OUTPARCEL TENANT



MARKET POINTE ADDITION
PRELIMINARY PLAT/MIXED USE DEVELOPMENT PLAN
 PAPILLON, NEBRASKA

DEVELOPER/APPPLICANT:
 OLSSON ASSOCIATES
 1100 SOUTH STREET, SUITE 210
 PAPERBURY, NEBRASKA 68046
 PHONE: (402) 341-1114

DESIGNER & ENGINEER:
 JAMES R. JOHNSON
 1100 SOUTH STREET, SUITE 210
 PAPERBURY, NEBRASKA 68046
 PHONE: (402) 341-1114

SUBMITTAL OWNER:
 MR. JOE PANK
 1100 SOUTH STREET, SUITE 210
 PAPERBURY, NEBRASKA 68046
 PHONE: (402) 341-1114

MARKET POINTE ADDITION - SIGN BUDGET				
LOT NO.	PRIMARY FRONTAGE	MULTIPLIER	SECONDARY FRONTAGE	ALLOWABLE SIGN AREA (SF)
1	150'	1.0	945'	528
2	0	1.0	0	0
3	0	1.0	1,014'	406
4	211'	1.0	239'	306
5	192'	1.0	0	192
6	190'	1.0	0	190
7	190'	1.0	0	190
8	191'	1.0	0	191
9	203'	1.0	0	203
10	235'	1.0	0	235
11	202'	1.0	0	202
12	203'	1.0	0	203
13	202'	1.0	0	202
14	247'	1.0	269'	355
ADJ. FRONTAGE	199'	1.0	0	199
SUBTOTAL				3502
ADDITIONAL SHOPPING CENTER SIGNAGE				600
TOTAL SIGNAGE				4202

NOTE: SIGNAGE ALLOCATIONS FOR INDIVIDUAL LOTS MAY BE ADJUSTED ACCORDING TO USER, NOT TO EXCEED TOTAL ALLOWABLE SIGNAGE FOR THE CENTER.

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EXHIBIT H
SIGN CRITERIA

All signage along South 72nd Street, Giles Road, and Centennial Road shall comply with the regulations of The City of Papillion.

Signage requirements specific to the Market Pointe Mixed Use Development are as follows:

1. Sign material shall be integrated into the overall design of the buildings.
2. Monument signs, instead of pole signs, shall be used for all lots in development.
3. A minimum of 100 SF landscape base shall be provided at each monument sign and all development complex signs.

The following types and amounts of signs will be permitted:

A. Building Tenant Sign Parameters (0 – 33,999 s.f.)

- The maximum height for letters within the sign band shall be 30"
- Signs shall not extend more than 8" beyond the face of the surface to which the sign is mounted.
- All signs must be illuminated and shall derive light from a concealed source. No exposed lamps, globes, tubes, etc. will be permitted.
- Reversed halo lighting may be acceptable, but shall be reviewed on an individual basis.
- No logos will be allowed on Tenant storefronts without prior written approval.
- Double stacked lettering shall be allowed on an individual basis only and are subject to Landlord approval. Double stacked letters shall be a maximum 24" high individual letters and shall comfortably fit within the Landlord bulkhead as determined by the Landlord's Representative.
- Tag lines shall be allowed on an individual basis only and are subject to Landlord approval. Any allowable tag lines shall be individual illuminated

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letters (no box signs) and shall not exceed 10" in height. The width of the tag line shall not exceed the width established for the primary signage and must be installed directly below the main signage.

- One additional over door transom sign with a maximum letter height of 8" per each storefront elevation.
- Small Shop Tenant will be allowed one (1), seven-(7) square foot Blade sign per each storefront elevation.
- Tenant sign area shall be on the building faces above the entrances and as part of the building design.
- The maximum height for letters in the body of the sign shall not exceed 48" in height.
- The sign areas shall not exceed ten percent (10%) of the area of the storefront.
- Maximum one sign per storefront with a maximum of (3) three.
- Signage shall be illuminated individual letters mounted to the face of the building. The use of a colored or frosted Plexiglas face is required. Individual faces shall be fabricated from flat, smooth one-eighth inch (1/8") Plexiglas. Letter returns shall be fabricated of .090 aluminum with .063 aluminum letter backs. Retainers shall be one inch (1") trim cap or the equivalent and shall match the return. All letters shall be illuminated.

B. Anchor Tenant (More than 40,000 s.f.)

- Tenant sign area shall be on the building faces above the entrances and as part of the building design.
- The maximum height for letters in the body of the sign shall not exceed 72" in height.
- The sign areas shall not exceed ten percent (10%) of the area of the storefront.

C. Restaurant and Pad

- Tenant sign area shall be on the building faces above the entrances and as part of the building design.

- The maximum height for letters in the body of the sign shall not exceed 36" in height.
- The sign areas shall not exceed ten percent (10%) of the area of the storefront.
- Maximum one sign per storefront with a maximum of three (3).

General Sign Parameters

All signs must be made up of individual illuminated letters; conventional box signs will not be approved. Box signs with raised letters will be considered.

- Lettering on all store signs shall be limited to business or trade name of the premises as it appears on the lease. No sign manufacturer's name, union labels, or other lettering shall be visible. Logo signs will be reviewed on an individual basis, but in general logos will not be allowed.
- No exterior sign or sign panel will be permitted to extend above any roof line.
- Any sign, notice or other graphic or video display, particularly self-illuminated signs, located within the store and which is easily visible from the shopping center.
- Manufacturers' labels, underwriters' labels, clips, brackets, or any other form of extraneous advertising attachment or lighting devices shall be fully concealed from public view.
- No exposed lamps or tubing will be permitted.
- No exposed raceways, crossovers or conduits will be permitted.
- All signage returns shall be semi-gloss black enamel finish or blend with adjacent building color.
- All cabinets, conductors, transformers and other equipment shall be concealed from public areas; visible fasteners will not be permitted.
- All metal letters shall be fabricated using full-welded construction, with all welds ground smooth so as not to be visible.
- Acrycap or trim cap retainers used at the perimeter of sign letter faces shall match in color and finish the face or the sides of the sign.

- Threaded rods or anchor bolts shall be used to mount sign letters, which are spaced out from the building face. Angle clips attached to letter sides will not be permitted. All mounting attachments shall be sleeved and painted, and concealed.
- Except as provided herein, no advertising placards, flags, balloons, banners, pennants, names, insignia, trademarks, or other descriptive materials shall be affixed or maintained upon the glass panes and supports of the storefront windows and doors, within 4' of the storefront without prior written approval of the Landlord. Painted, flashing, animated, audible, revolving, or other such signs that create animation are not permitted.
- Any Plexiglas sign faces shall not be clear.
- Sign illumination shall be internal and self contained.
- All main signs are to be centered in the signage band.
- All electric signs and installation methods must meet UL standards and contain a UL label.
- At no time will hand-lettered, non-professional signs, or newspaper advertisements be displayed on the storefronts or within the Design Control Area.
- Decals or other signing indicating products lines or credit card acceptability shall not be permitted on the storefront glazing other than stores operating hours.
- All illuminated signs must be turned on during the Center's normal operating hours. The use of time clocks for sign and show window lighting is required.
- Lighting of signs shall be at hours as required by Landlord. Landlord shall not require Tenant's signs to be illuminated outside of Tenant's normal business hours
- Minimum height of all signage shall not be less than 60% of the maximum allowable letter height.
- All signage is subject to the approval of the local authorities.

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- Tenants are required to provide a concealed access panel from within the Tenant's leasable area, if applicable, to service and install exterior building signage

Signs Not Permitted

The following types of signs shall not be permitted:

- Signs such as die cut vinyl, gold or silver leaf, or paint.
- Boxed pillow or cabinet type.
- Formed plastic or injection molded plastic signs.
- Banners or pennants.
- Signature signage (window sign or sign plate indicating name of shop or good sold) in addition to primary signage.
- Cloth, paper, cardboard and similar stickers or decals around or on surfaces on the storefront without prior written approval.
- "Sale" sign, "Special Announcements" sign or other advertisement of any kind on the exterior.
- Exposed neon signs are not permitted but may be reviewed on a limited per tenant basis.
- Animated, moving, rotating or flashing.
- Noise making.
- Additional signage of any kind within 4' of storefront windows.
- Awning signage.

Additional Signage

Service doors to Tenant spaces throughout the project shall be standard 4", identification only (name and address number) and shall be installed by the Tenant. The Tenant shall not apply any signage or other wording to service doors.

- All signage must be shown to scale on the approved storefront elevation.

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- All additional signage shall be submitted to the Landlord's Representative upon request.
- Any minor deviations to these criteria will be reviewed on an individual basis and subject to Landlord approval.

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EXHIBIT I

PROHIBITED USES

- (a) Warehouse, storage or for any assembling, manufacturing, distilling, refining, smelting, agricultural or mining operation;
- (b) "Second-hand" store whose principal business is selling used merchandise, thrift shops, salvation army type stores, "goodwill" type stores, and similar businesses;
- (c) Mobile home park, trailer court, labor camp, junk yard, or stock yard (except that this provision shall not prohibit the temporary use of construction trailers during any periods of construction, reconstruction or maintenance);
- (d) Dumping, disposing, incinerating, or reducing of garbage (exclusive of dumpsters for the temporary storage of garbage and any garbage compactors, in each case which are regularly emptied so as to minimize offensive odors);
- (e) Fire, going out of business, relocation, bankruptcy or similar sales (unless pursuant to court order);
- (f) Central laundry, dry cleaning plant, or laundromat; provided, however, this restriction shall not apply to any dry cleaning facility providing on-site service oriented to pickup and delivery by the ultimate consumer, including, nominal supporting facilities;
- (g) Selling or leasing new or used automobiles, trucks, trailers, or recreational vehicles;
- (h) Any bowling alley, skating rink or bar (unless part of a sit down restaurant), dance hall, discotheque, night club, amusement gallery, gymnasium or video game room or off-track betting parlor;
- (i) Veterinary hospital or animal raising or boarding facilities (except that this restriction shall not be deemed to preclude the operation of pet shops);
- (j) Funeral home or mortuary;
- (k) Any establishment which stocks, displays, sells, rents or offers for sale or rent any (i) pornographic material; or (ii) any merchandise or material commonly used or intended for use with or in consumption of any narcotic, dangerous drug or other controlled substance, including without limitation, any hashish pipe, waterpipe, bong, cilium, pipe screens, rolling papers, rolling devices, coke spoons or roach clips.

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- (l) Flea market;
- (m) Car wash;
- (n) Operation whose principal use is a massage parlor; provided this shall not prohibit massages in connection with a beauty salon or health club or athletic facility;
- (o) Living quarters, sleeping apartments or lodging rooms;
- (p) Tattoo parlor;
- (q) Church, school, day care center or related religious or educational facility or religious reading room;
- (r) Automotive service and repair;
- (s) General office facility other than Landlord's office located on the land and used for the purposes of managing the shopping center and any office used by any other Tenant so long as any such office is incidental to such Tenant's use of any portion of the Shopping Center;
- (t) Cinema or movie theater;
- (u) Amusement arcades or game rooms, or amusement centers; or
- (v) Any restaurant located within two hundred (200) feet of the Building.