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STATE OF IOWA

COUNTY OF WAPELLO

JOYCE HASS, RECORDER
WAPELLO COUNTY IOWA

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made and entered into this 15th day of July, 2004 by and between **DEVELOPERS DIVERSIFIED REALTY CORPORATION**, an Ohio corporation (the "Landlord") and **GOODY'S FAMILY CLOTHING, INC.**, a Tennessee corporation (the "Tenant").

WITNESSETH:

For and in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are all hereby acknowledged, the parties hereto agree as follows:

1. Landlord has leased to Tenant under a Lease dated as of July 15, 2004 (the "Lease") certain premises together with easements, all privileges, rights, benefits, and rights-of-way now or hereafter appurtenant or belonging thereto (the "Premises") to be located in a shopping center to be known as Quincy Place Mall (the "Shopping Center") located in Wapello County, Ottumwa, Iowa, which Shopping Center is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof.

2. The Lease contains provisions concerning the construction of the Premises.

3. The term of the Lease shall be for a period of **ten (10)** years beginning on the Commencement Date as that term is defined in the Lease.

4. The original term of the Lease for the Premises may be extended for a total of two (2) successive periods of five (5) Lease Years each in accordance with the applicable provisions of the Lease.

5. Tenant covenants: (i) not to use the Premises for any illegal purpose, nor in such a manner as to violate any applicable and valid law, rule or regulation of any governmental body; (ii) to use the Premises in a careful, safe and proper manner; (iii) not to permit waste thereon; (iv) not to use the Premises for any purpose prohibited in Section 5.3 of the Lease; (v) not to use the Premises for any purpose which would violate any of the restricted, exclusive or prohibited uses set forth on Exhibit E attached to the Lease; and (vi) that the Premises will be used solely for retail sales purposes.

6. Landlord covenants and agrees (i) that it will during the Lease Term continuously operate the Shopping Center as a shopping center in a manner consistent with similar shopping centers in Ottumwa, Iowa; and (ii) that no portion of the Shopping Center shall be used for the

32.00 pd.
(E) Goody's Family Clothing
Knoxville, TN. 37933

following purposes: a bowling alley, skating rink, bar (as distinguished from a restaurant deriving at least 50% of its Gross Sales from the sale of nonalcoholic beverages and food), amusement park, carnival, meeting hall, banquet facility, disco or other dance hall, nightclub establishment, sporting events, for any manufacturing, for wholesale operation (except for a wholesale club), for offices in excess of ten percent (10%) of the gross leasable area of the Shopping Center (except as incidental to retail use), for the lease, sale or repair of cars or boats (new or used), trailers, mobile homes, lumber yard (except in connection with a retail home improvement store such as Lowe's or Home Depot), pool hall, billiard parlor, off-track betting establishment, flea-market, massage parlor (excluding any so-called day spa), tattoo or body piercing facility, a health club located within 150 linear feet of the entrance to the Premises, auditorium, or for the sale and display of obscene or pornographic materials (except as incident to a drug store, book store or video store), and (iii) no portion of the Shopping Center immediately adjacent to the Premises shall be used as a restaurant (provided that space adjacent to the Premises may be used for a carry-out restaurant (such as Quizno's, Subway, Donato's or Pizza Hut) provided such carryout restaurant contains 2,500 square feet or less of gross leasable area). During the term hereof, Landlord shall maintain a parking ratio in the Shopping Center of 4.8 parking spaces for every 1,000 square feet of area leased or available for lease or occupancy in the Shopping Center.

8. In the event that at any time following execution hereof Landlord elects to sell or lease any outlots in the Shopping Center created after the execution hereof, Landlord covenants and agrees to impose (or require the imposition of as a condition of approval) restrictions and easements (the "REA") on the parcel so sold or leased (the "Parcel"), prior to, or simultaneously with, the sale or lease which shall provide, without limitation, for (a) access to the balance of the Shopping Center over the Parcel for Tenant, (b) development and use restrictions which shall limit the construction to be performed on the Parcel to the construction of one story no more than twenty eight (28) feet in height (excluding architectural enhancements such as parapets and screening of equipment); and (c) the enforcement of each of the terms and provisions of this Lease insofar as the same are applicable by their terms to the Parcel. With respect to the REA, Landlord covenants and agrees as follows:

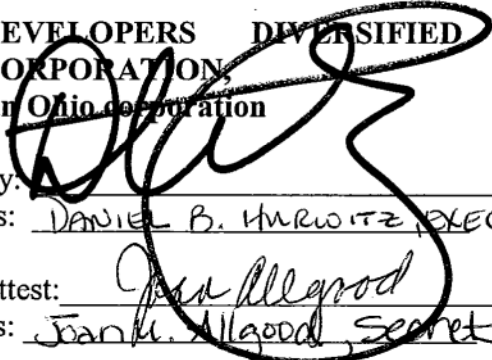
- (i) Without the prior written consent of Tenant, the REA shall not be terminated, nor amended nor modified in any manner which shall increase the liabilities and obligations of Tenant, or diminish the rights and privileges of Tenant under this Lease;
- (ii) Landlord hereby grants, assigns and conveys to Tenant on a non-exclusive basis all of the easement rights of Landlord contained in the REA, with the same force and effect as if said rights had been granted directly to Tenant; and
- (iii) Landlord agrees to use all reasonable efforts to enforce the easement rights and other rights contained in the REA on Tenant's behalf.

9. In the event of a conflict between the terms of the Lease and the terms of this Memorandum of Lease, the provisions of the Lease shall govern and control.

IN WITNESS WHEREOF the parties hereto have caused this Memorandum of Lease to be executed by their proper officers or representatives and their proper seals to be hereunto affixed, the day and year first above written.

LANDLORD:

DEVELOPERS DIVERSIFIED REALTY CORPORATION,
an Ohio corporation

By: 
Its: DANIEL B. HURWITZ, EXEC. V.P.

Attest: Frank Allgood
Its: Frank Allgood, Secretary

Shirley L. Matz
Unofficial Witness

Constance B. Kleck
Unofficial Witness

TENANT:

GOODY'S FAMILY CLOTHING, INC.,
a Tennessee corporation

By: Daniel R. Muller
Its: Executive Vice President

Attest: Gay St. A.
(Asst.) Secretary

Debbie Roche
Unofficial Witness

Nichelle O'Quinn
Unofficial Witness

(CORPORATE SEAL)



STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared DANIEL B. HURWITZ, known to me to be the EXEC. VICE PRES. of Developers Diversified Realty Corporation, an Ohio corporation, the corporation which executed the foregoing instrument, who acknowledged that he did sign and seal the foregoing instrument for and on behalf of said corporation being thereunto duly authorized by its Board of Directors that the same is his free act and deed as such officer and the free at and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Beachwood, Ohio, this 15th day of July, 2004.



Catherine B. Kletecka
Notary Public

CATHERINE B. KLETECKA
Notary Public, State of Ohio
My Commission Expires: Jan. 3, 2007

STATE OF TENNESSEE)
) SS:
COUNTY OF KNOX)

BEFORE ME, a Notary Public in and for said County and State, personally appeared David R. Mullins and Clay D. Stephens, known to me to be the Executive Vice President and Secretary, respectively, of Goody's Family Clothing, Inc., a Tennessee corporation, the corporation which executed the foregoing instrument, who acknowledged that they did sign and seal the foregoing instrument for and on behalf of said corporation being thereunto duly authorized by its Board of Directors that the same is their free act and deed as such officers and the free at and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Knoxville, Tennessee, this 6th day of July, 2004.

Cathleen C. Rose
Notary Public – Cathleen C. Rose

My commission expires:

My Commission Expires 8-7-07.



PARCEL 1:

PART OF TRACT NUMBER FOUR (4) IN W & M PROPERTIES SUBDIVISION OF A PART OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION TWENTY-THREE (23), AND ALSO, A PART OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION TWENTY-SIX (26), ALL IN TOWNSHIP SEVENTY-TWO NORTH (T72N), RANGE FOURTEEN WEST (R14W) OF THE 5TH P.M., IN THE CITY OTTUMWA, WAPELLO COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION TWENTY-SIX (26) OF TOWNSHIP SEVENTY-TWO NORTH (T72N), RANGE FOURTEEN WEST (R14W) IN THE CITY OF OTTUMWA, WAPELLO COUNTY, IOWA; THENCE N89°57'03"E ALONG THE NORTHERLY LINE OF SAID SECTION TWENTY-SIX (26) THIRTY AND NO HUNDREDTHS (30.00) FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF QUINCY AVENUE AND THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTHERLY SECTION LINE N89°57'03"E TWENTY-TWO AND EIGHTEEN HUNDREDTHS (22.18) FEET; THENCE N00°40'03"W TO THE SOUTHERLY LINE OF TRACT NO. TWO (2) OF W & M PROPERTIES SUBDIVISION OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION TWENTY-THREE (23) FORTY-NINE AND SEVENTY-TWO HUNDREDTHS (49.72) FEET; THENCE S89°56'43"E ALONG SAID SOUTHERLY LINE ONE HUNDRED EIGHTY-FOUR AND EIGHTY-SEVEN HUNDREDTHS (184.87) FEET; THENCE N00°07'00"E TWO HUNDRED THIRTY-FIVE AND FORTY-SEVEN HUNDREDTHS (235.47) FEET; THENCE S89°53'00"W ONE HUNDRED EIGHTY-TWO AND FIFTY-EIGHT HUNDREDTHS (182.58) FEET TO A POINT ON SAID EASTERLY RIGHT OF WAY LINE OF QUINCY AVENUE; THENCE N00°40'30"W SIXTY-FIVE AND NO HUNDREDTHS (65.00) FEET ALONG SAID RIGHT OF WAY LINE TO THE SOUTHERLY LINE OF TRACT NO. THREE (3) OF W & M PROPERTIES SUBDIVISION OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION TWENTY-THREE (23); THENCE S89°53'00"E ONE HUNDRED EIGHTY-ONE AND EIGHTY-EIGHT HUNDREDTHS (181.88) FEET ALONG SAID SOUTHERLY LINE; THENCE N00°07'00"E ONE HUNDRED NINETY-THREE AND NO HUNDREDTHS (193.00) FEET TO THE NORTHERLY LINE OF TRACT NO. FOUR (4) OF W & M PROPERTIES SUBDIVISION OF SECTION TWENTY-THREE (23), BEING ALSO THE SOUTHERLY RIGHT OF WAY LINE OF PRIMARY HIGHWAY NO. U.S. 34; THENCE S89°53'00"E ALONG SAID RIGHT OF WAY LINE FOUR HUNDRED FIFTY-TWO AND EIGHTY-SEVEN HUNDREDTHS (452.87) FEET; THENCE S00°12'57"W FIVE HUNDRED SIXTY-SIX AND NO HUNDREDTHS (566.00) FEET; THENCE S89°52'50"W TWENTY-ONE AND EIGHTY-NINE HUNDREDTHS (21.89) FEET; THENCE S00°02'17"W ONE HUNDRED SIXTY AND THIRTY-THREE HUNDREDTHS (160.33) FEET; THENCE N89°53'00"E ONE HUNDRED FIFTY AND NO HUNDREDTHS (150.00) FEET; THENCE S00°07'31"W ONE HUNDRED NINETY AND FOUR HUNDREDTHS (190.04) FEET; THENCE S45°11'15"W FOURTEEN AND EIGHTEEN HUNDREDTHS (14.18) FEET TO THE SOUTHERLY LINE OF TRACT NO. FOUR (4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION TWENTY-SIX (26); THENCE N89°53'03"W SEVEN HUNDRED SEVENTY-EIGHT AND TWENTY-THREE (778.23) FEET TO A POINT ON SAID EASTERLY RIGHT OF WAY LINE OF QUINCY AVENUE; THENCE N00°14'53"E ALONG SAID EASTERLY RIGHT OF WAY LINE SIXTY-FIVE AND THIRTY-ONE HUNDREDTHS (65.31) FEET TO THE SOUTHERLY LINE OF TRACT NO. ONE (1) OF THAT PART OF SAID NORTHEAST QUARTER (NE 1/4) OF SECTION TWENTY-SIX (26); THENCE S89°44'40"E ALONG SAID SOUTHERLY LINE ONE HUNDRED EIGHTY-EIGHT AND SIX HUNDREDTHS (188.06) FEET; THENCE N00°04'55"E TWO HUNDRED SEVENTY AND THIRTEEN HUNDREDTHS (270.13) FEET; THENCE N89°44'40"W ONE HUNDRED EIGHTY-SEVEN AND TWENTY-EIGHT HUNDREDTHS (187.28) FEET TO A POINT ON SAID EASTERLY RIGHT OF WAY LINE; THENCE N00°04'03"W FORTY-SEVEN AND SEVENTY-FOUR HUNDREDTHS (47.74) FEET TO THE POINT OF BEGINNING CONTAINING FOUR HUNDRED NINETY THOUSAND AND SIX HUNDRED TWENTY-FIVE AND NO TENTHS (490,625.0) SQ. FT. OR ELEVEN AND TWO HUNDRED SIXTY-THREE THOUSANDTHS (11.263) ACRES.

EXHIBIT "A"

PARCEL 2:

Developers Parcel or Tract-5 DESCRIPTION
 A part of the Accretions to Government Lot Four (4), in Section Twenty-three (23), Township Seventy-two (72) North, Range Fourteen (14) West of the 5th P.M., in the City of Ottumwa, Wapello County, Iowa, being otherwise known and described as a part of Auditor's Lot Five (5) of the Accretions to said Government Lot Four (4), located in a part of the Southeast Quarter (SE $\frac{1}{4}$) of said Section 23, ALSO, a part of the Accretions to Government Lot One (1), in Section Twenty-six (26), Township Seventy-two (72) North, Range Fourteen (14) West of the 5th P.M., in the City of Ottumwa, Wapello County, Iowa, being otherwise known and described as a part of Auditor's Lot Two (2) of the Accretions to said Government Lot One (1) located in a part of the Northeast Quarter (NE $\frac{1}{4}$) of said Section 26, being more particularly described as follows, to-wit:

A part of the Southeast Quarter (SE $\frac{1}{4}$) of Section 23 and also a part of the Northeast Quarter (NE $\frac{1}{4}$) of Section 26, all in Township 72 North, Range 14 West of the 5th P.M., in the City of Ottumwa, Wapello County, Iowa, described as follows, to-wit: Commencing at the North One-quarter (NE $\frac{1}{4}$) Corner of said Section 26; thence North 89°-53'-50" East along the North line of said Section 26, a distance of 52.01 feet to the Southeast Corner of the right of way acquired by the State of Iowa by Warranty Deed from David J. Thorne and Anna Thorne, filed for Record on the 5th Day of February 1963 in Book 307, Page 376 in the Office of the Recorder, Wapello County, Iowa; thence North 00°-40'-30" East along the East right of way line of Quincy Ave., a distance of 542.60 feet to an angle point in said right of way line; thence South 89°-53' East along the South right of way line of U. S. Highway No. 34 as found described in said Book 307, Page 376 and also found described in Book 307, Page 378, in the said Office of the Recorder, Wapello County, Iowa on a line that is 135 feet normally distant Southerly from centerline of Primary Road No. U. S. 34, a distance of 714.00 feet to the point of beginning of the Tract of Land herein described; thence continuing South 89°-53' East along the said right of way line, a distance of 602.35 feet; thence leaving the said right of way line and running South 00°-07' West, a distance of 405.50 feet; thence South 45°07' West, a distance of 458.70 feet; thence South 00°-07' West, a distance of 113.15 feet; thence North 89°-53' West, a distance of 159.30 feet; thence South 45°-07' West, a distance of 102.01 feet; thence North 00°-07' East, a distance of 191.00 feet; thence North 89°-53' West, a distance of 150.00 feet; thence North 00°-07' East, a distance of 159.70 feet; thence South 89°-53' East, a distance of 101.00 feet; thence North 00°-07' East, a distance of 566.00 feet to the point of beginning, containing 432,334.62 square feet or 9.923 Acres.

EXHIBIT "A"