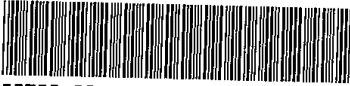




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By

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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MEMORANDUM OF LEASE

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This is a Memorandum of Lease by and between **CANFIELD FAMILY LIMITED PARTNERSHIP**, a Nebraska limited partnership, hereinafter called **LANDLORD**, and **MARS, INC.**, a Florida corporation, hereinafter called **TENANT**, upon the following terms:

1. Date of Lease: April 12, 2000.
2. Legal Description of Shopping Center: See Exhibit "A-1" attached hereto.
3. Site Plan of Shopping Center with location of Demised Premises: See Exhibit "A" attached hereto.
4. "Commencement Date": the later of: (i) the date upon which Landlord substantially completes (hereinafter defined) Landlord's Work (hereinafter defined) and Tenant receives written notice of same, and (ii) the date upon which Tenant receives all nondisturbance agreements required by Section 5.A hereof.
5. Rent Commencement Date: the earlier to occur of: (a) one hundred twenty (120) days from the later to occur of the Commencement Date and the date upon which Tenant obtains a Building Permit; or (b) the date upon which Tenant opens for business to the public in the Demised Premises; or (c) one hundred fifty (150) days from the Commencement Date.
6. Term: 120 full calendar months from the Rent Commencement Date.
7. Extension Option(s): Two (2) five (5) year extension options.
8. Tenant Exclusive: Landlord covenants and agrees that so long as the Demised Premises has not ceased to be used for the Initial Use for a continuous period in excess of one hundred eighty (180) days (excepting any periods during which remodeling or restoration work is being conducted with due diligence or Tenant is prevented from operating due to a force majeure), not to permit or suffer any other occupant of the Shopping Center or any expansion thereof to: (i) be primarily engaged in the sale of musical instruments, equipment, accessories, sound equipment and reinforcement including, without limitation, public address, lessons, sheet music, music related computer hardware and software and related goods and services, the renting and servicing of same (the aforesaid are individually or collectively referred to as the "Music Products"); or (ii) use more than five hundred (500) square feet of floor area, in the aggregate, for the sale, leasing or display of the Music Products. Notwithstanding the foregoing, the provisions of this paragraph shall not be applicable to the following: (i) a department store or discount department store (e.g. Target, Wal-Mart, KMart) in excess of 75,000 square feet; (ii) a consumer electronics store in excess of 25,000 square feet (e.g., Circuit City and Best Buy); or (iii) the sale of pre-recorded audio and/or video products, including, but not limited to, video and audio tapes, CD's and digital video disks customarily sold in a pre-recorded music store or book store or video store (e.g., Virgin Megastore or Borders Books or Hollywood Video). In addition to the foregoing, the United States Postal Service, Hollywood Entertainment Corporation and Taco Bell

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(the "Exempt Tenants"), their respective subtenants, successors and assigns shall have the right, so long as their leases heretofore executed between Landlord (or any prior owner of the Shopping Center) and the Exempt Tenants remains in full force and effect, including extensions and any renewals thereof, to use the premises therein demised for any uses permitted pursuant to such leases. In the event that an Exempt Tenant shall request Landlord's consent to a use which would be in violation of the Tenant's exclusive set forth in this Section, Landlord agrees to withhold its consent to any such change in use to the extent that Landlord may reasonably withhold its consent under the lease in question and under applicable law.

9. Use Restrictions: Tenant has entered into the Lease in reliance upon representations by Landlord that the Shopping Center (including the Demised Premises) is, and will remain, retail in character and, further, no part of the Shopping Center (including the Demised Premises) except in the locations permitted below shall be used for any of the following: (i) a children's play store, (ii) an auditorium, meeting hall, or other place of public assembly, (iii) a school, provided, however, this restriction shall not prohibit the giving of on premises lessons as part of a permitted use (e.g., a computer store may give computer lessons and a musical instruments store may give musical instrument lessons), (iv) a gymnasium, health club, or an exercise or dance studio, (v) a dance hall, (vi) except for a bar in the location labeled "Red Eye Tavern" on the Site Plan hereto (provided the square footage of such bar is not increased beyond that which exists on the date hereof), a bar, except that a bar will be permitted if part of a table service restaurant operation and the gross sales (in dollars) from the sale of alcoholic beverages do not exceed 50% of the total gross sales of such restaurant, (vii) an off-track betting business, (viii) for bingo or similar games of chance, (ix) a game arcade as a primary use, (x) a bowling alley, (xi) a ice skating or roller skating rink, (xii) car repair or car rental agency that stores rental cars within the Shopping Center, (xiii) a night club, (xiv) an adult book or adult video tape store (which are defined as stores in which more than 20% of the inventory is not available for sale or rental to children under 18 years old because such inventory explicitly deals with or depicts human sexuality. Notwithstanding anything contained herein to the contrary, a children's play store, a bar, a gymnasium, health club, exercise or dance studio, game arcade as a primary use and/or a night club shall be permitted in the Shopping Center so long as same are located to the west of the House of Fabrics (as designated as such on the Site Plan) or in that area designated on the Site Plan as the "Westlake Center." Nothing herein shall be deemed to prohibit the operation of a tire and car repair store in the Goodyear Tire Store location (designated on the Site Plan) (provided that the square footage of such tire and car repair store is not increased beyond that which exists as of the date hereof).

10. Common Area Restrictions: Landlord shall not make any changes, alterations or additions to the Common Areas of the Shopping Center located in the "No Build Area A" and the "No Build Area B" (both as shown on the Site Plan) (including, without limitation, any changes to the striping, curbing, landscaping, directional signage, methods of ingress and egress, direction of traffic, lighting, building heights and stories, the landscaping or erect any structures) without Tenant's prior written consent, which consent shall not be unreasonably withheld or delayed. Landlord may, without Tenant's prior written consent, make changes to the Common Areas located outside of the No Build Area which do not materially and adversely affect Tenant's access, visibility or parking. Notwithstanding the foregoing to the contrary, Landlord shall have the right within the Shopping Center to (i) plant trees and other growing plants pursuant to a landscape plan which provides for the uniform distribution of trees throughout the Shopping Center, provided no one tree shall unreasonably interfere with the visibility of Tenant's building signage, (ii) construct other items or amenities customary in first-class retail shopping centers, such as light standards, benches and directional signage, provided the same does/do not unreasonably interfere with pedestrian or vehicular access to the Demised Premises or the visibility of Tenant's building signage, and (iii) make minor adjustments to the lighting, parking and landscaping. No public telephones, newspaper machines, vending machines or signage shall be affixed by, or on behalf of, Landlord or any other tenant on the exterior walls of the Demised Premises or placed on the sidewalks in front of the Demised Premises. Landlord shall not construct, or permit to be

constructed, any building, kiosk, structure or other improvement (except light poles and other parking lot improvements) in the "No Build Area A" or the "No Build Area B" both as shown on the Site Plan or in the air space above the Demised Premises. Notwithstanding anything contained herein to the contrary, Tenant acknowledges and agrees that Landlord shall have the right to place a structure ("Structure") within the No Build Area provided that the Structure is: (i) located west of the Red Eye Tavern (as designated on the Site Plan); (ii) is no larger than two hundred (200) square feet; and (iii) is no higher than twelve feet (12') in height, including architectural features; and (iv) does not have a so-called covered "drive-through" or "drive-up" facility (except that an uncovered single lane drive around the Structure shall be permitted). Landlord shall not permit any building constructed on the Arby's Parcel (as shown on the Site Plan) to: (a) exceed the greater of (i) twenty-two (22) feet in height, as measured from the finished floor, or (ii) the height of the Arby's building thereon as of the date of this Lease; and (b) be expanded beyond the footprint of such building existing on the date hereof.

11. The purpose of this Memorandum of Lease is to give record notice of the lease and of the rights created thereby, all of which are hereby confirmed. This Memorandum is for information 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. This instrument is merely a Memorandum of the Lease and is subject to all of the terms, provisions and conditions of the Lease. In the event of any inconsistency between the terms of the Lease and this instrument, the terms of the Lease shall prevail. 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.

IN WITNESS WHEREOF the parties have executed this Memorandum of Lease as of the dates set forth in their respective acknowledgments.

Witnesses:

LANDLORD:

**CANFIELD FAMILY LIMITED
PARTNERSHIP**, a Nebraska limited
partnership

By: Canfield Enterprises, Inc., a Nebraska
corporation, its general partner

By: [Signature]
Print Name: Leroy L. Canfield
Title: President

[Signature]
R. S. Heany

TENANT:

MARS, INC., a Florida corporation

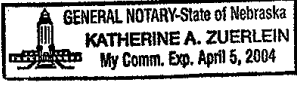
By: [Signature]
Print Name: Mark Begelman
Title: President

[Signature]
Cindy L. Conway

ACKNOWLEDGMENT OF LANDLORD:

STATE OF Nebraska)
) SS
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 12th day of April, 2000 by Leroy L. Canfield as President of Canfield Enterprises, Inc., a Nebraska corporation, as the general partner of Canfield Family Limited Partnership, a Nebraska limited partnership, on behalf of the partnership. He/she personally appeared before me, is personally known to me or produced _____ as identification.

(SEAL) 

Katherine A. Zuerlein
Notary Public Signature
Printed/Typed Name: KATHERINE A. ZUERLEIN
My Commission Expires: 4/5/04
Commission Number: _____

ACKNOWLEDGMENT OF TENANT

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

On this 11 day of April, 2000, before me, the undersigned Notary Public in and for said County and State, personally appeared Mark Begelman as President for MARS, INC., a Florida corporation, who executed the foregoing instrument on behalf of said corporation for the purposes therein expressed. He is personally known to me. In witness whereof, I have hereunto set my hand and official seal the day and year last above written.

(SEAL) 

Karen Kasbarian
Notary Public Signature
Printed/Typed Name: Karen Kasbarian
My Commission Expires: 7-5-03
Commission Number: CC 852016

EXHIBIT A

SITE PLAN OF SHOPPING CENTER

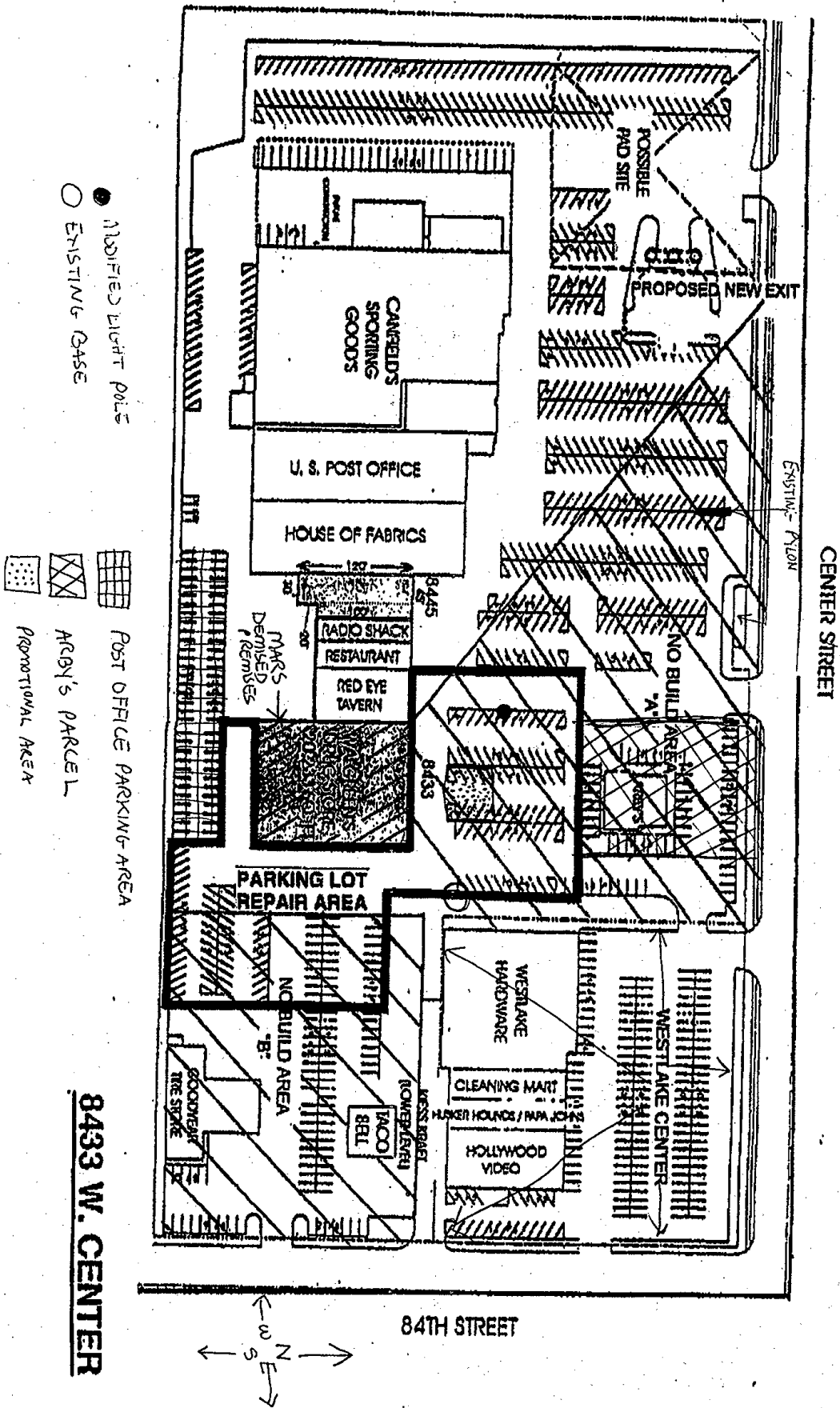


EXHIBIT "A-1"

Legal Description of Shopping Center

Parcel 1:

Lots 1 to 6, inclusive, and Lots 28 to 38, inclusive, MARSHALL AND PAHL ADDITION, an Addition to the City of Omaha, Douglas County, Nebraska, excepting therefrom the following portions of said Lots 36, 37 and 38:

Beginning at the Northeast corner of said Lot 37, a point 50 feet South and 50 feet West of the Northeast corner of the Northeast Quarter of Section 34, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, and the Southwest corner of the intersection of 84th Street and West Center Road; thence South along the West line of 84th Street, 317 feet to a point; thence West 343 feet to a point; thence North 317 feet more or less to a point on the South line of West Center Road; thence East along said South line of West Center Road, 343 feet, more or less, to the Point of Beginning;

and further except that part of Lot 36 described as follows:

Beginning at a point 655.0 feet West and 50.0 feet South of the Northeast corner of Section 34, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska; thence South 16.0 feet; thence West 85.0 feet; thence North 16.0 feet; thence East 85.0 feet to the Point of Beginning;

All together with non-exclusive easement rights contained in Easement and Agreement dated and filed March 3, 1969 in Book 474 at Page 159, of the amended Easement and Agreement dated August 25, 1969 and filed January 23, 1970 in Book 485 at Page 447; and further amended by the first amendment to amended Easement and Agreement dated December 12, 1969 and filed January 22, 1970 in Book 485 at Page 467.

Parcel 2:

A tract of land located in the North Half of the Northeast Quarter of the Northeast Quarter of Section 34, Township 15 North, Range 12 East of the 6th P.M., in the City of Omaha, Douglas County, Nebraska, bounded and described as follows:

Beginning at the Southwest corner of Lot 6, Marshall and Pahl Addition to the City of Omaha, Douglas County, Nebraska; thence South along a line which is the East line of Lot 7, Rainbow Plat II Addition to the City of Omaha, Douglas County, Nebraska, a distance of 37.2 feet to a point; thence East along a line parallel with the South line of said Lot 6, Marshall and Pahl Addition; a distance of 200 feet to a point which is the Southwest corner of Lot 28, Marshall and Pahl Addition; thence North along West line of said Lot 28, Marshall and Pahl Addition, a distance of 37.2 feet to a point; thence West along a line which is the South line of said Lot 6, Marshall and Pahl Addition, a distance of 200 feet to the Point of Beginning.

Parcel 3:

That part of vacated 86th Street in the City of Omaha, Douglas County, Nebraska, described as follows:

A tract of land located in the North Half of the Northeast Quarter of the Northeast Quarter of Section 34, Township 15 North, Range 12 East of the 6th P.M., bounded and described as follows: Beginning at the Northeast corner of Lot 1, Marshall and Pahl Addition to the City of Omaha, Douglas County, Nebraska, as originally platted and recorded; thence North 89°43'20" East, a distance of 50.00 feet; thence South 00°05'10" West, a distance of 609.93 feet; thence South 89°50'30" West, a distance of 50.00 feet; thence North 00°05'10" East, a distance of 609.73 feet to the Point of Beginning.

EXHIBIT "A-1"

Legal Description of Shopping Center

PARCEL I:

Those parts of Lots 37 and 38, MARSHALL AND PAHL ADDITION, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska, more particularly described as follows:

Beginning at a point 166 feet South of the Northeast corner of said Lot 37; thence West along a line parallel to the South line of West Center Road, a distance of 197 feet to a point; thence South along a line parallel to the West line of 84th Street, a distance of 10 feet to a point; thence East along a line parallel to the South line of West Center Road, a distance of 153.6 feet to a point; thence South along a line parallel to the West line of 84th Street, a distance of 141 feet to a point; thence East along a line parallel to the South line of West Center Road, a distance of 43.4 feet to a point; thence North along the West line of 84th Street, a distance of 151 feet to the Point of Beginning;

and;

Beginning at a point located 176 feet South of the Northeast corner of Lot 37, Marshall and Pahl Addition and 43.4 feet West of the East lot line of said Lot 37; thence West a distance of 153.6 feet to a point; thence South a distance of 141 feet to a point; thence East a distance of 153.6 feet to a point; thence North a distance of 141 feet to the Point of Beginning.

PARCEL II:

A tract of land in Lots 36 and 37, MARSHALL AND PAHL ADDITION, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska, more particularly described as follows:

Beginning at the Northeast corner of said Lot 37, (being a point 50 feet South and 50 feet West of the Northeast corner of the Northeast Quarter of Section 34, Township 15 North, Range 12 East, and the Southwest corner of the intersection of 84th Street and West Center Road); thence South along the West line of 84th Street, 166 feet to a point; thence West parallel to the South line of West Center Road 197 feet; thence South parallel to the West line of 84th Street, 151 feet to a point; thence West parallel to the South line of West Center Road, 146 feet to a point; thence North parallel to the West line of 84th Street, 317 feet, more or less, to a point on the South line of West Center Road; thence East along said South line, 343 feet, more or less, to the Point of Beginning.