

25-  
Stages Stores, Inc  
10201 Main Street  
Houston TX 77025

DOUGLAS COUNTY, NV 2015-857571  
Rec:\$20.00  
Total:\$20.00 02/27/2015 03:48 PM  
STAGE STORES Pgs=7



KAREN ELLISON, RECORDER

## MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "**Memorandum**"), made as of the 17<sup>th</sup> day of October, 2014, by and between GABRIELSEN & COMPANY, a California corporation whose address is 711 Grand Avenue, Suite 270, San Rafael, California 94901 ("**Landlord**"), and SPECIALTY RETAILERS, INC., a Texas corporation, whose address is 10201 South Main Street, Houston, Texas 77025, Attn: Senior Vice President of Real Estate / Construction and Vice President - Legal ("**Tenant**").

1. Landlord has leased to Tenant, pursuant to the terms and conditions of that certain Shopping Center Lease Agreement (the "**Lease**") dated as of March 26, 2014 (the "**Effective Date**"), approximately 16,005 square feet of space commonly known as 1329 US 395 in Gardnerville, Nevada 89410 (the "**Demised Premises**") in the Carson Valley Faire, more particularly described on Exhibit A attached hereto and made a part hereof (the "**Shopping Center**").

2. The initial term of the Lease commenced on October 16, 2014, and will expire on January 31, 2025. The term of the Lease may be extended (at Tenant's option, subject to the conditions therein set forth) for four (4) separate and additional periods of five (5) years each.

3. The Lease grants to Tenant the right to provide and install its sign panel(s) on the pylon sign(s) located in the Shopping Center.

4. The Lease also grants to Tenant, and its employees and customers, and when duly authorized pursuant to the provisions of the Lease, its subtenants, licensees and concessionaires, the non-exclusive right to use the Common Area of the Shopping Center as constituted from time to time, such use to be in common with Landlord, other tenants of the Shopping Center and other persons permitted by Landlord to use the same.

5. The Lease prohibits Landlord, any person or entity controlled by Landlord and any other tenant in the Shopping Center from using, leasing or permitting the use, leasing or subleasing of, or selling of any space in, any portion of the Shopping Center for the following use:

[SEE NEXT PAGE]

- a. a pornographic: (i) bookstore, (ii) cinema, (iii) video store, (iv) massage parlor, (v) modeling studio or (vi) tanning salon or any other business which would tend to injure the family-oriented reputation of the Shopping Center;
- b. topless/bottomless nightclub or restaurant or similar venue for adult entertainment;
- c. auction, going out of business, fire or bankruptcy sales or similar merchandise liquidators;
- d. army-navy surplus store, second-hand store, or salvage or "odd-lot" store;
- e. Roller skating rink;
- f. Video arcade, pool or gaming hall;
- g. Family or children's entertainment, recreation or fun center, indoor playground or indoor party center, including, without limitation, Chuck E. Cheese, Incredible Pizza Company, Dave & Buster's, Pump It Up, Monkey Business and Bounce You;
- h. Nightclub, bar or dance hall;
- i. Flea market, swap meet or similar enterprise;
- j. Manufacturing or processing plant;
- k. Pawn shop;
- l. Check cashing, cash advance, short term loan or paycheck advance service or any so-called "credit service organization", excluding a full service financial institution (e.g., a bank, savings and loan association or credit union) provided one (1) of the foregoing types of retailers shall be permitted provided they are located at least 100' from Tenant's demising wall (not applicable to existing tenants and their permitted successors and assigns);
- m. Bowling alley;
- n. Cinema or theater;
- o. Sports, health or fitness club, provided, however, that Landlord may lease space in the Shopping Center for such use so long as the tenant occupies 8,500 square feet of G.L.A. or less and is located at least 150' from the Demised Premises;
- p. Auto parts sales (including tires, batteries and accessories), gas station, auto repair shop (not applicable to existing tenants and their permitted successors and assigns);
- q. Bingo parlor, Offtrack betting parlor (including, without limitation, any facility where any form of electronic gambling or sweepstakes occur);
- r. Funeral home or mortuary;
- s. Tattoo parlor or body piercing (excluding a first class jewelry or accessories store, such as Claire's, that provides ear piercing as an incidental part of its business); and
- t. Any use that is inconsistent with a family-oriented, first class shopping center, including, without limitation, any obnoxious smell or odor, any odor caused by other tenants in the Shopping Center that permeates the Demised Premises and any use of any medium that might constitute a nuisance such as loud speakers, sound amplifiers, phonographs, radios, televisions or any other sound producing device which will carry sound outside of the premises.

(A) During the Lease Term, including any option periods, Landlord will not lease any space within the Shopping Center or permit any space within the Shopping Center greater than six thousand (6,000) square feet whose primary use is similar or competitive in nature to Tenant, but excluding any existing tenants and their permitted successors and assigns (the "Excluded Tenants"). Landlord shall not grant any Violation Consent to any Excluded Tenants unless and until such party agrees to be bound by the exclusive. A "Violation Consent" means Landlord's consent to any assignment/subletting or a change in permitted use by any of the Excluded Tenants which assignment/subletting or a change in permitted use will result in a violation of the exclusive; provided, that Landlord has the right, pursuant to the terms of such Excluded Tenants' lease, to consent to any such assignment/subletting or a change in permitted use. Any portion of the Shopping Center which is sold by Landlord during the Term shall contain a deed restriction incorporating the foregoing exclusive. At the expiration of the Term and upon receipt of written request, Tenant will file a quit claim deed to remove the foregoing restriction.

6. This Memorandum of Lease is executed for the purpose of recordation in order to give notice of all of Tenant's rights under the Lease.

7. This Memorandum is for informational 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 Memorandum 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 Memorandum, the terms of the Lease shall prevail.

8. Capitalized terms not defined herein shall have the same meaning as set forth in the Lease.

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

LANDLORD:

GABRIELSEN & COMPANY,  
a California Corporation

BY: 

NAME: Donlon H. Gabrielsen

TITLE: President

IN WITNESS WHEREOF, the following parties, as Master Lessor under the Master Lease and Sublessor, under the Sublease, hereto consent to this Lease as of the day and year first written above. The Master Lessor and the Sublessor hereby agrees that in the event the Sublease is no longer in full force and effect, that the Tenant's rights under this Lease will not be disturbed.

**Master Lessor:**

**Hart Estate Investment Company,**  
a California general partnership

By: [Signature]  
Name: Barbara  
Its: EVE V. GABRIELSEN

**Sublessor:**

**Donlon H. Gabrielsen**  
and **Agnes Jane Gabrielsen**

By: [Signature]  
Donlon H. Gabrielsen

By: \_\_\_\_\_  
Agnes Jane Gabrielsen

[Attach Notary page for each signature]

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

**TENANT:**

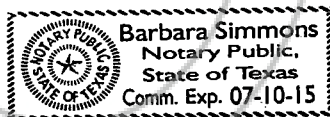
**SPECIALTY RETAILERS, INC.,**  
a Texas corporation

BY: [Signature]  
Kent Williams  
Senior Vice President – Real Estate / Construction

THE STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS           §

THIS DOCUMENT WAS ACKNOWLEDGED BEFORE ME on this 17<sup>th</sup> day of Oct., 2014, by Kent Williams as Senior Vice President – Real Estate / Construction of SPECIALTY RETAILERS, INC., a Texas corporation, on behalf of the corporation.

SEAL:



[Signature]  
Notary Public in and for the State of Texas  
My commission expires: 7-10-2015

After Recording, Return to:  
Specialty Retailers, Inc.  
ATTN: Vice President – Legal  
10201 Main Street  
Houston, Texas 77025

EXHIBIT A

**Shopping Center**

All that real property situated in the County of Douglas , State of Nevada, bounded and described as follows:

All that certain real property being a portion of the Northeast 1/4 of Section 4, Township 12 North, Range 20 East M.D.B. & M., Douglas County, Nevada, more particularly described as follows:

**PARCEL ONE: 1220-04-501-016**

Commencing at a point on the Easterly right-of-way line of Nevada State Highway 395, said point being the Southwesterly corner of that certain parcel of land shown on that Grant Deed to Thorobred Photo Service, Inc., File No. 29490, Douglas County Records, from which point the Northeast corner of said Section 4, bears North  $30^{\circ}43'28''$  East, 2116.56 feet; thence along said Easterly right-of-way line North  $51^{\circ}02'32''$  West, 166.00 feet to the TRUE POINT OF BEGINNING; thence continuing along said Easterly right-of-way line North  $51^{\circ}02'32''$  West, 634.00 feet to the Southerly right-of-way of Waterloo Lane; thence along said Southerly line North  $44^{\circ}54'36''$  East, 701.78 feet; thence leaving said Southerly right-of-way, South  $29^{\circ}39'15''$  East, 741.00 feet; thence South  $60^{\circ}20'45''$  West, 196.00 feet; thence North  $89^{\circ}39'15''$  West 44.24 feet; thence South  $44^{\circ}54'36''$  West, 218.83 feet to the True Point of Beginning.

**PARCEL TWO:**

An easement for a water line, recorded November 7, 1989, in Book 1189, Page 933, Document No. 214299.

**PARCEL THREE:**

An easement for drainage purposes, recorded November 7, 1989, in Book 1189, Page 936, Document No. 214300.

Reference is made to the Record of Survey filed November 7, 1989, File No. 214971.

NOTE: The above metes and bounds description appeared previously in that certain document recorded May 25, 1993, in Book 593, page 4698, as Instrument No. 307961.

**ACKNOWLEDGMENT**

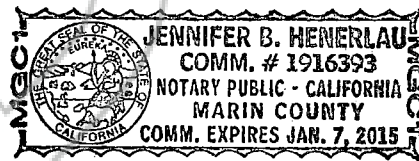
State of California  
County of Marin

On October 30, 2014 before me, Jennifer B. Henerlau, Notary Public  
(insert name and title of the officer)

personally appeared Donlon H. Gabrielsen  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.



Signature

A handwritten signature in black ink, appearing to read "J B H", written over a horizontal line.

(Seal)



# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of MARIN

On 11/6/14 before me, KAREN LYNN LANDUCCI, NOTARY  
(Here insert name and title of the officer)

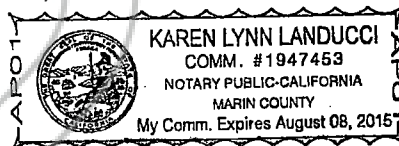
personally appeared E. VICTORIA GABRIELSEN OWEN

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

*Karen Lynn Landucci*  
 Signature of Notary Public



(Notary Seal)

## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

(Title)

- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~ is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ☞ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ☞ Indicate title or type of attached document, number of pages and date.
  - ☞ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).

Securely attach this document to the signed document