

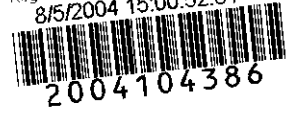


MISC 2004104386



AUG 05 2004 15:00 P 7

Received - RICHARD TAKECHI
Register of Deeds, Douglas County, NE
8/5/2004 15:00:52.81



2004104386

MEMORANDUM OF LEASE

168th and Dodge, L.P., Landlord
Shonac Corporation, Tenant
dated December 15, 2003

Misc. ⁹
7 41.00
12. FEE 41.00 FB See attached.
BKP _____ C/O _____ Comp 82
DEL _____ SCAP _____ IV _____

T-0249837

MEMORANDUM OF LEASE

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
168th and Dodge, L.P.
c/o RED Development
Attn: Amy McClaughry
6263 N. Scottsdale, Suite 222
Scottsdale, AZ 85250

MEMORANDUM OF LEASE – SHONAC CORPORATION

THIS MEMORANDUM OF LEASE ("Memorandum") is made effective as of December 15, 2003, by and between **168th AND DODGE, L.P.**, a Nebraska limited partnership, ("Landlord") and **SHONAC CORPORATION**, an Ohio corporation ("Tenant"). Pursuant to that certain Lease Agreement by and between Landlord and Tenant dated as of even date herewith ("Lease"), Landlord has leased to Tenant the premises described in the Lease (which premises are cross-hatched on **Exhibit A** attached hereto) located in the Village Pointe Shopping Center ("Center"), which is legally described in **Exhibit B** attached hereto and incorporated herein by reference.

1. The Center is subject to the terms and conditions of that certain Declaration of Reciprocal Easements, Covenants and Restrictions by and between Landlord and Scheels, and recorded in the Office of the Register of Deeds, Douglas County, Nebraska, on July 2, 2003, as Document No. 2003-128568, as modified by that certain Supplemental Agreement recorded in the Office of the Register of Deeds, Douglas County, Nebraska, on July 2, 2003, as Document No. 2003-128564 (herein collectively, the "REA"). The parties agree that the Lease is subordinate to the REA as such REA exists as of the date of the Lease.
2. The term of the Lease is ten (10) years from and after the Commencement Date (as defined in the Lease) unless sooner terminated or extended as provided in the Lease. Tenant has four (4) options to extend the term of the Lease for periods of five (5) lease years each.
3. Tenant agrees to initially open under the trade name "DSW" in the Leased Premises. Tenant shall have the exclusive right to sell shoes and other footwear in the Center, subject to the provisions of the Lease and as more fully described in Section 37 of the Lease. The Center is further subject to, *inter alia*, certain restricted and prohibited use provisions as set forth in Section 37 (and elsewhere) of the Lease.
4. The sole purpose of this Memorandum is to give notice of the Lease; however this Memorandum is not a complete summary of the Lease. In the event of a conflict between the terms and conditions of this Memorandum and the terms and conditions of the Lease,

the terms and conditions of the Lease shall prevail. Capitalized terms used but not defined herein shall have the meaning given them in the Lease.

IN WITNESS WHEREOF the parties hereto have executed this Memorandum in multiple copies, each to be considered an original hereof as of the date first above written; and by his/her execution hereof each of the signatories on behalf of the respective parties hereby warrants and represents to the other that he/she is duly authorized to execute this Memorandum on behalf of such party.

"LANDLORD"

168TH AND DODGE, L.P., a Nebraska
limited partnership

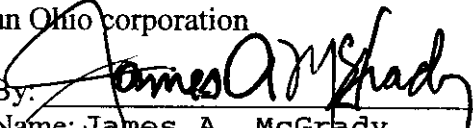
By: RED DEVELOPMENT OF WEST
DODGE, LLC,
a Missouri limited liability company,
its General Partner

By: E & R Holdings, LLC,
an Arizona limited liability
company,
its Manager

By: 
Name: Michael L. Ebert

"TENANT"

SHONAC CORPORATION,
an Ohio corporation


By: 
Name: James A. McGrady
Title: Executive Vice President/CFO
Secretary/Treasurer

[ACKNOWLEDGMENTS ON FOLLOWING PAGE]

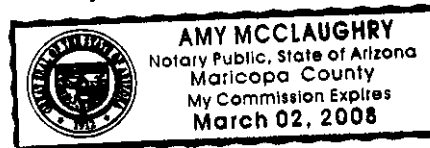
STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

I, Amy McLaughry, a Notary Public in and for said County in the State aforesaid, do hereby certify that Michael L. Ebert, the manager of E & R Holdings, LLC, an Arizona limited liability company, the manager of Red Development of West Dodge, LLC, a Missouri limited liability company, the general partner of 168th and Dodge, L.P., a Nebraska limited partnership, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such manager, appeared before me this day in person and acknowledged that he/she signed and delivered such instrument as his/her own free and voluntary act and as the free and voluntary act of said partnership/corporation, for the uses and purposes set forth therein.

Given under my hand and notarial seal on July 26, 2004.

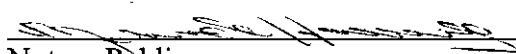


Notary Public



STATE OF OHIO :
) SS.
COUNTY OF FRANKLIN :

The foregoing instrument was acknowledged before me this 15 day of May, 2004, by James A. Mendenhall, Esquire of Shonac Corporation, an Ohio corporation, for and on behalf of said corporation.

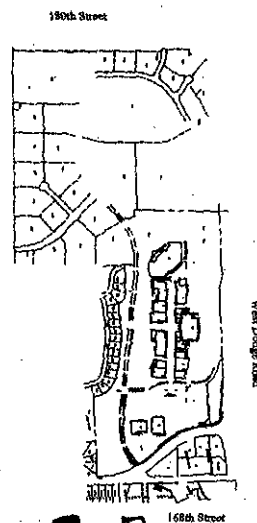



Notary Public

MELINDA HOLMES
MY COMMISSION EXPIRES ON 9/17/06
NOTARY PUBLIC - STATE OF OHIO

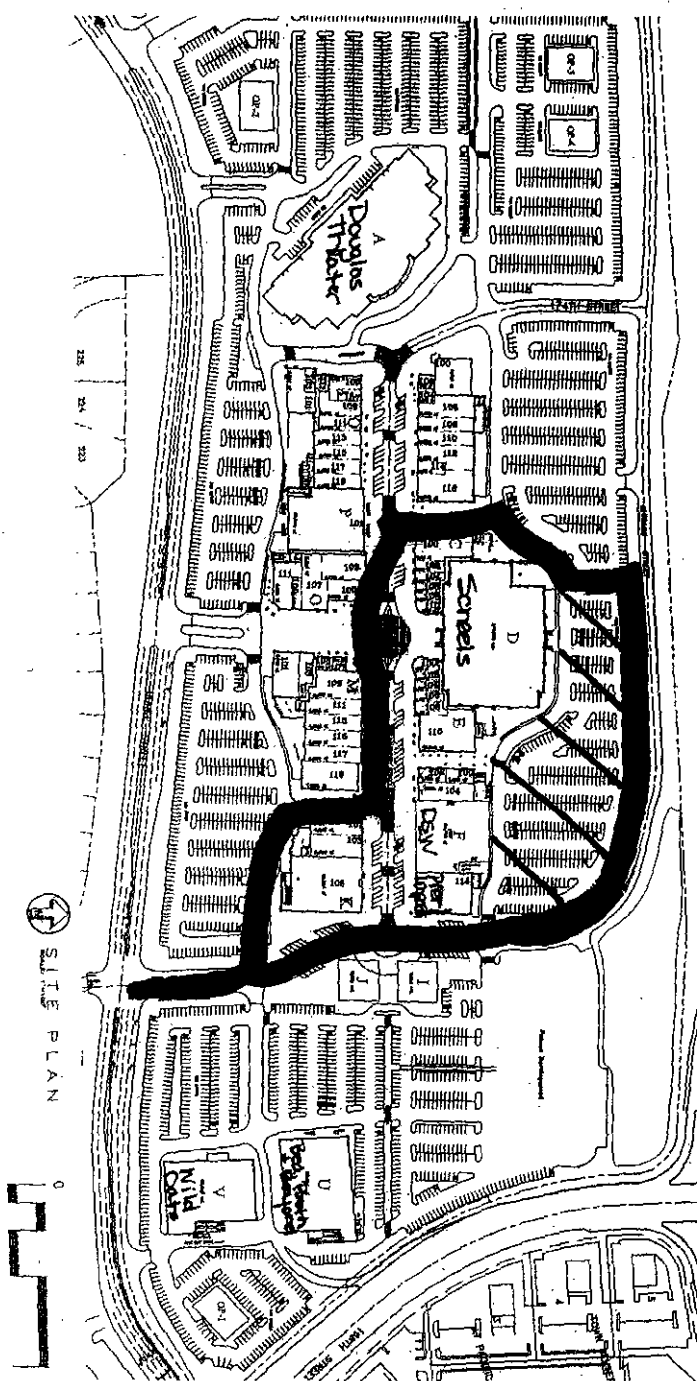
This instrument was prepared by Warren B. Duckett, III, Esquire, Mulrenin, Conn & Frances, P.A., 170 Jennifer Road, Suite 320, Annapolis, Maryland 21401

Year	1970	1971	1972	1973	1974	1975	1976	1977	1978	1979	1980	1981	1982	1983	1984	1985	1986	1987	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100
1970	1970	1971	1972	1973	1974	1975	1976	1977	1978	1979	1980	1981	1982	1983	1984	1985	1986	1987	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100



 No Build Area

Key Plan



STILL
D L A Z

Village Pointe
14th Street and West Dodge Road
Omaha, Nebraska

Exhibit B
Legal Description

Lots 2, 4 and 5, inclusive, and Lot 8, Outlot A and Outlot B,
Village Pointe, a subdivision in Douglas County, Nebraska.

OC - 40328.

AND

(formerly Lot 10, Village Pointe)

Lots 1 through 3, inclusive, Replat One Village Pointe, a
subdivision in Douglas County, Nebraska.

OC - 40329.

AND

Lot 2, 3 and 4, inclusive, Replat Two Village Pointe, a
subdivision in Douglas County, Nebraska.

OC - 40347.