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Sheryl J. Davidson

REGISTER OF DEEDS



COUNTER	JS
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FEE \$	34.00
CHG	SFILE
SUBMITTED	PROFESSIONAL TITLE COMPANY

When recorded return to:

Rich Rosenblatt
Kutak Rock LLP
1650 Farnam Street
Omaha, NE 68102-2186
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Papillion, NE (Sam's)
Store No. 6181

MEMORANDUM OF GROUND LEASE

THIS MEMORANDUM OF GROUND LEASE (this "**Memorandum**") made as of the 30th day of September 2013 by and between **SAM'S REAL ESTATE BUSINESS TRUST**, a Delaware statutory trust, whose mailing address is 2001 S.E. 10th Street, Bentonville, Arkansas 72716, Attn: Realty Manager, Nebraska ("**Lessee**"), and **PAPILLION DEVELOPMENT SETTLER'S CREEK, LLC**, a Nebraska limited liability company, whose mailing address is % RED Development, LLC, One East Washington, Suite 300, Phoenix, Arizona 85004, Attn: Director of Legal/Leasing ("**Lessor**").

PRELIMINARY STATEMENTS

Lessor and Lessee entered into that certain Ground Lease dated May 1, 2013 (the "**Lease**") pursuant to which Lessee, as lessee, leases from Lessor, as lessor, the real property legally described in the attached Schedule A (the "**Demised Premises**"). Unless otherwise expressly provided herein, all defined terms used in this Memorandum shall have the same meanings as are ascribed to such terms in the Lease. Lessee and Lessor desire to give notice of record of the Lease and certain terms of the Lease.

NOW, THEREFORE, Lessor and Lessee hereby make specific reference to the following terms, provisions and conditions of the Lease:

1. In consideration of the rentals and other sums to be paid by Lessee and of the other terms, covenants and conditions on Lessee's part to be kept and performed pursuant to the Lease, Lessor leases to Lessee, and Lessee takes and hires, the Demised Premises, subject to and in accordance with the terms and conditions further set forth in the Lease. The Lease term consists of a primary term of 20 years commencing as set forth in the Lease, unless extended or terminated as provided in the Lease.

2. Lessee has a right to extend the term of the Lease for up to sixteen (16) additional successive periods of five (5) years each pursuant to the terms of the Lease. The Lease grants Lessee a right of first refusal to purchase the Demised Premises, subject to the terms and conditions further set forth in Section 25 thereof.

3. Original copies of the Lease are in the possession of Lessor and Lessee. The Lease contains other terms not herein set forth but which are incorporated by reference herein for all purposes, and this Memorandum is executed for the purpose of placing parties dealing with the Demised Premises on notice of the existence of the Lease and, where appropriate, its contents, and shall ratify and confirm all other terms of the Lease as fully as if the same had been set forth herein. Additional information concerning the terms of the Lease can be obtained from Lessor or Lessee at the addresses set forth above.

4. This Memorandum is intended for recording purposes only, and does not modify, supersede, diminish, add to or change all or any of the terms of the Lease in any respect.

5. This Memorandum may be executed in one or more counterparts, each of which shall be deemed an original.

6. Upon the expiration or earlier termination of the Lease, this Memorandum shall automatically terminate without further act of the parties hereto, and upon request by Lessor, Lessee shall execute any documents reasonably required to evidence such termination and to remove any exceptions to Lessor's title resulting from the Lease. If Lessee fails to so execute any such documents, then Lessee irrevocably constitutes and appoints Lessor as Lessee's agent and attorney-in-fact to execute and deliver such documents, which appointment includes full power of substitution and shall be deemed to be coupled with an interest.

SCHEDULE A

LEGAL DESCRIPTION OF DEMISED PREMISES

Lots 1 and 6 of Settlers Creek Replat 6, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska