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MEMORANDUM OF LEASE

(This page for recording purposes only)

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MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made and entered into as of the 15th day of June, 2008, by and between RICHARD JURO, PERSONAL REPRESENTATIVE OF THE ESTATE OF HAROLD COOPERMAN, DECEASED, hereinafter referred to as "Landlord," and NF FOODS, LLC, a Nebraska limited liability company, hereinafter referred to as the "Tenant."

WITNESSETH

1. In consideration of the rents reserved and the covenants and conditions more particularly described in that certain Shopping Center Lease between Landlord and Tenant dated June 15, 2008 (the "Lease"), Landlord has leased to Tenant for the term hereinafter set forth, the real estate commonly known as 8005 Blondo Street, Omaha, Nebraska 68134 and which is described or depicted on Exhibit "A" attached hereto and by this reference incorporated herein (the "Leased Premises"). The Leased Premises are located in a Shopping Center located on the real estate described on Exhibit "B" attached hereto and by this reference incorporated herein. Capitalized terms used in this Memorandum of Lease and not otherwise defined herein shall have the meanings given to such terms in the Lease.

2. The initial term of this Lease shall be for twenty (20) years commencing at 12:01 a.m. on June 15, 2008 (the "Commencement Date").

3. Tenant has four (4) consecutive options to extend the term of the Lease for successive terms of five (5) years each by giving notice to Landlord in accordance with the terms of the Lease.

4. Among other things, the Lease contains the following covenants: The Shopping Center shall be used for the sole purpose of promoting and operating a shopping center, and there shall be no buildings erected on the Shopping Center, except those shown on the Site Plan without first obtaining the written consent of Tenant, which consent shall not be unreasonably withheld, delayed or conditioned. No portion of the Shopping Center shall be used for a bowling alley, theater, billiard parlor, night club, or auto service station unless designated on the Site Plan or approved in writing by Tenant, which approval shall not be unreasonably withheld, delayed or conditioned. Neither Landlord nor any affiliate or related party shall, without Tenant's prior written consent, own, operate or grant any lease or permit any assignment or sublease for a store (or any portion of a store) in the Shopping Center which permits a tenant under such Lease to operate a delicatessen or a bakery or which permits a tenant to sell or offer for sale groceries, meats, poultry, seafood, dairy products, fruits, vegetables, baked goods or alcoholic beverages; provided, these restrictions shall not prohibit restaurants serving and/or selling prepared foods nor shall they prohibit incidental sales of groceries, including prepackaged baked-goods, where less than twenty-five percent (25%) of a store's sales area, including ½ of adjacent aisle space is used for the sale of groceries, and provided further, these restrictions shall not prohibit restaurants from serving and/or selling alcoholic beverages, including package sales, and shall not prohibit the operations of bars (where no more than 25% of such sales can be package sales). In the event this Lease is terminated, then such restrictions shall no longer apply. Notwithstanding the foregoing restrictions, Landlord shall have the right to lease space in the Shopping Center for the operation of a specialty store or specialty stores which do not contain more than 2,500 square feet of floor area and would sell primarily ice cream, candy, nuts, popcorn, pretzels, yogurt, frozen custard, so-called health and natural foods, coffee, tea or any combination or variety of the foregoing. Further, notwithstanding the foregoing restrictions, Landlord shall have the right to lease space in the Shopping Center to any specialty store or stores for food sales containing not more than 2,500 square feet of sales area which would otherwise be prohibited under the terms of this paragraph. None of the restrictions set forth in this paragraph 30(c) shall apply to any current tenant in the Shopping Center or any use conducted in the Shopping Center as of the Commencement Date. Restrictions that are contained in the lease for any current tenant of the Shopping

Center as of the date hereof shall continue to apply to such tenant. In order to give notice of such restrictions to third parties and insure the binding effect of such restrictions, such restrictions will be included in the Memorandum of Lease to be recorded pursuant to paragraph 57 hereof. Landlord agrees that in the event of any violation of such restrictions, Tenant should be entitled to injunctive relief. Therefore, at Tenant's request, Landlord will institute appropriate legal action to enjoin any violation of such covenants. Tenant will be permitted to participate in such action with its own counsel if Tenant so desires. Tenant, being the party for whose benefit such restrictions have been made, shall also have the right itself to initiate and pursue legal action to enjoin any such violation. If Landlord fails to institute or diligently pursue appropriate legal action to enjoin any violation of such covenants within a reasonable time after notice from Tenant, then any reasonable attorneys fees and other expenses incurred by Tenant in taking such action may thereafter be deducted from Tenant's rent. If a violation of such restrictions has occurred but a court of competent jurisdiction refuses to enjoin such violation, then (i) Landlord will not enter into a new lease or agree to any extension or renewal of the current lease of the violator at the expiration of the violator's current lease, and (ii) as long as such violation continues, the Base Rent payable by Tenant under this Lease shall be reduced in the same proportion (if any) as total Gross Receipts at, from or through the Premises declines during the period of such violation from the total for the same period during the 12 months immediately preceding such violation, but not more than 50%.

5. This Memorandum of Lease is executed pursuant to the provisions contained in the Lease and is not intended to vary the terms and conditions of the Lease. The sole purpose of this Memorandum of Lease is to give notice of the existence of the Lease and of the rights created thereby.

LANDLORD:

PERSONAL REPRESENTATIVE OF THE ESTATE
OF HAROLD COOPERMAN, DECEASED

By: Richard Juro
Name: Richard Juro
Title: Personal Representative of the Estate of Harold
Cooperman, Deceased

TENANT:

NF FOODS, LLC,
a Nebraska limited liability company

By: Manfred Witecy
Name: Manfred Witecy
Title: President

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 30th day of June, 2008, by Richard Juro, the Personal Representative of the Estate of Harold Cooperman.

Martha E. Bloes
Notary Public

My commission expires: October 6, 2009

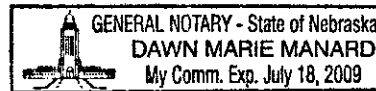


STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 1st day of July, 2008, by Manfred Wittecy, President of NF Foods, LLC, a Nebraska limited liability company, on behalf of the limited liability company.

Dawn Marie Manard
Notary Public

My commission expires: 7/18/09



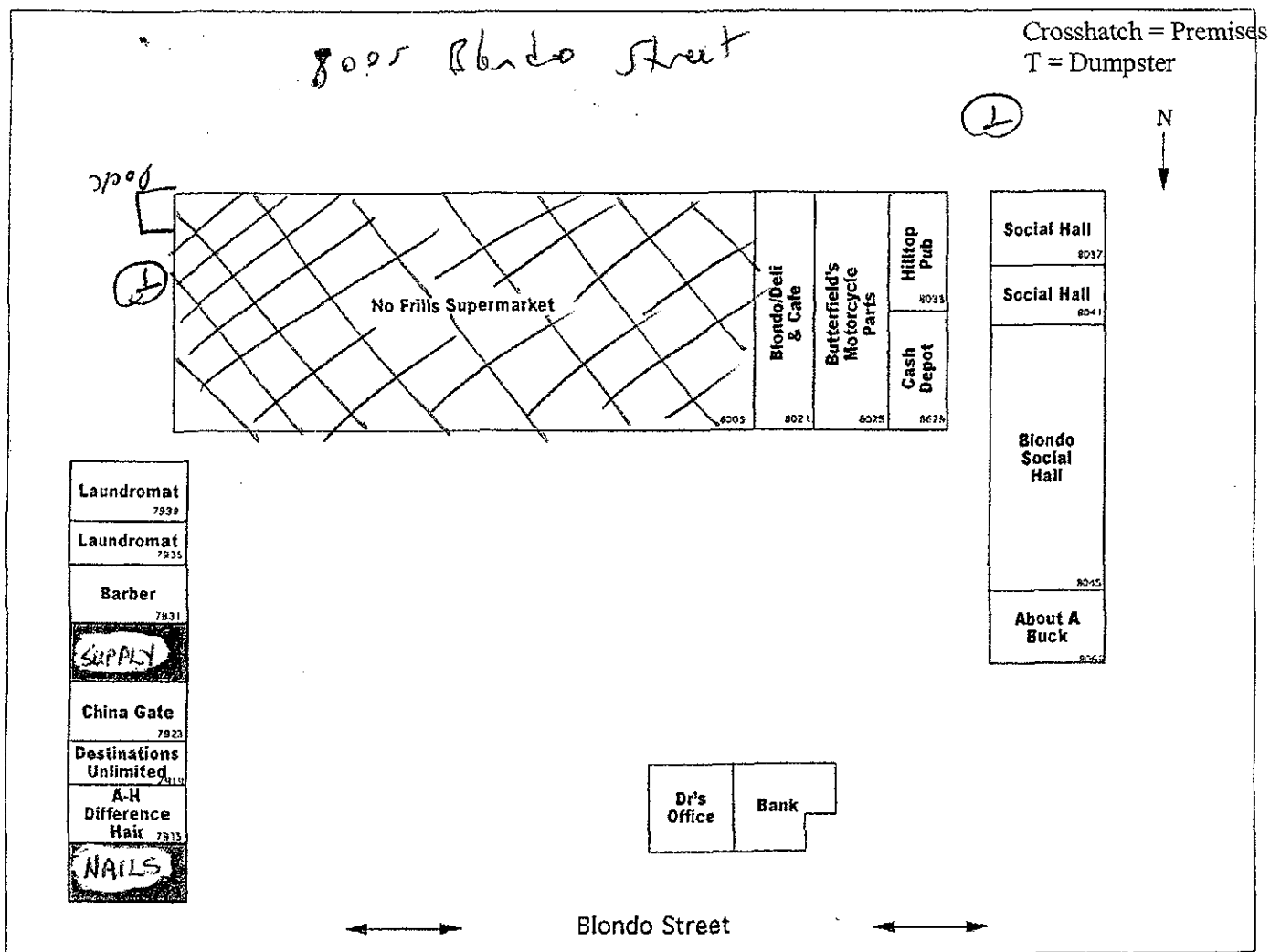


EXHIBIT A

EXHIBIT "B"
Legal Description of the Shopping Center

Beginning at a point which is the Northwest corner of Lot 1, Block 18, Maenner Westbrook, an Addition to the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded; thence running East along the North property line of said Lot 1, a distance of 571.89 feet to a point; thence turning an angle of 90°00'00" to the right and running South a distance of 125.00 feet to a point; thence turning an angle of 90°00'00" to the left and running East along a line 125.00 feet South of and parallel to the North property line of said Lot 1, a distance of 125.00 feet to a point on the East property line of said Lot 1; thence running Southwesterly along the East property line of said Lot 1, which is a curve to the right having a radius of 1738.84 feet, and an arc distance of 291.88 feet to a point; thence running West along a line of 413.00 feet South of and parallel to the North property line of said Lot 1, a distance of 651.64 feet to a point on the East R.O.W. line of 81st Street as surveyed, platted and recorded; thence running North along the East R.O.W. line of said 81st Street a distance of 413.00 feet to the point of beginning.