

COUNTER SM G.E. CH
VERIFY SM D.E. CH
PROOF _____
FEES \$ 58.50
CHECK # 4580
CHG _____ CASH _____
REFUND _____ CREDIT _____
SHORT _____ NCR _____

FILED SARBY CO. NE.
INSTRUMENT NUMBER
2007-14281
2007 MAY 16 A 11:43 AM
Glenn J. Newling
REGISTER OF DEEDS

BELLEVUE, NEBRASKA
941 Fort Crook Road N
Southroads, S/C
PN#182249
897230-003 BAH

Return to:
Corporation Service Company
Post Office Box 2969
Springfield, IL 62708

Prepared by

BFS Retail & Commercial Operations, LLC
333 East Lake Street
Bloomington, Illinois 60108
Attention: Law Department - Real Estate Section

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum"), is made as of the 27 day of February, 2004, by and between **SOUTHROADS SHOPPING CENTER LIMITED LIABILITY COMPANY**, a Delaware limited liability company (the "Landlord"), having an address at 1001 Fort Crook Road, Bellevue, Nebraska 68005 and **BFS RETAIL & COMMERCIAL OPERATIONS, LLC**, a Delaware limited liability company (the "Tenant"), having an address at 333 East Lake Street, Bloomington, IL, 60108.

WHEREAS, Landlord and Tenant entered into that certain lease (as may be amended from time to time, the "Lease") dated February 27, 2004, pursuant to which Landlord leased to Tenant and Tenant leased from Landlord that certain real estate and related improvements commonly known as 941 Fort Crook Road North, City of Bellevue, County of Sarby, State of Nebraska, Lot 4, as cross-hatched on the Shopping Center plot plan ("Shopping Center Plot Plan") attached hereto and made part hereof as Exhibit A (the "Premises"), which Premises is a part of the larger parcel commonly known as Southroads Shopping Center, City of Bellevue, County of Sarby, State of Nebraska, as more particularly described on Exhibit B attached hereto and made a part hereof (the "Shopping Center"), together with all improvements that have been or may be placed on the Demised Premises and the non-exclusive right to use the Common Areas (as defined herein).

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the parties agree as follows:

1. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, subject to all the terms, covenants and conditions contained in the Lease, the Premises for an initial term ("Initial Term") of five (5) years two (2) months, beginning on November 1, 2003 and ending on December 31, 2008.
2. Landlord hereby grants to Tenant, subject to all of the terms and conditions of the Lease, the right to extend the Lease beyond the Initial Term for two (2) successive periods of five (5) years each.
3. Subject to and in accordance with the terms and conditions of the Lease, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the non-exclusive right to use the Common Areas. The term "Common Areas" shall mean all areas of the Shopping Center that are: (a) exterior to the Premises as shown on the Shopping Center Plot Plan attached hereto as Exhibit A; (b) not located within a building, loading dock,

A

or service area the use of which has been exclusively granted to a single entity; and (c) available for the joint use and benefit of Landlord, Tenant and other tenants of the Shopping Center, and their respective employees, agents, subtenants, concessionaires, licensees, customers and other invitees (including, without limitation, parking areas, parking spaces, driveways, truck serviceways, passageways, sidewalks, entrances, exits, lighting facilities, loading docks, courts, courtyards, landscaped areas and utility lines). Any interior or enclosed mall shall not be considered part of the Common Areas.

4. Subject to and in accordance with the terms and conditions of the Lease, Landlord agrees that in the event Tenant is required, pursuant to any environmental law applicable to the Premises or Shopping Center, to investigate, remediate, clean up or otherwise respond to environmental conditions existing on the Premises or Shopping Center, Tenant and its agents or contractors shall have a nonexclusive license to access to the Premises and Shopping Center for the purpose of performing such investigation, remediation, etc. on the Premises or Shopping Center.

5. Subject to and in accordance with the terms and conditions of the Lease, in no event shall (a) any alterations or modifications be made to, and no buildings or other structures be constructed on the Premises without the prior written consent of Tenant; and (b) Tenant's access to or the flow of vehicular traffic to the Premises or the parking facilities be materially impaired.

6. This Memorandum is entered into pursuant to the provisions of the Lease and is subject to all of the terms, covenants and conditions contained therein, all of which are incorporated by reference herein. This Memorandum is not intended to and shall not change any of the terms and conditions of the Lease.

(End of text. Execution on following page.)

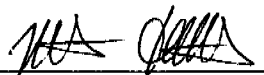
IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Lease through their respective authorized officers.

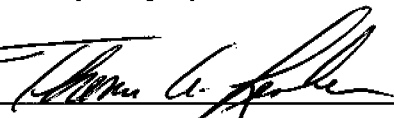
LANDLORD:

TENANT:

**SOUTHROADS SHOPPING CENTER
LIMITED LIABILITY COMPANY,**
a Delaware limited liability company

**BFS RETAIL & COMMERCIAL
OPERATIONS, LLC, INC.,** a Delaware
limited liability company

By: 
Name: HELMUTH DAHLKE
Title: VICE PRESIDENT

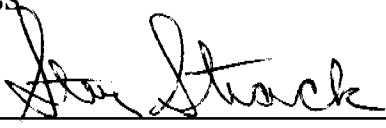
By: 
Name: Thomas A. Lesner
Title: Manager, Assets/Transactions *AMR*

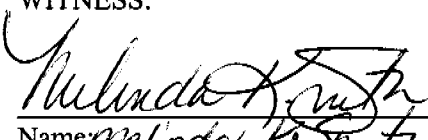
Date: March 1, 2004

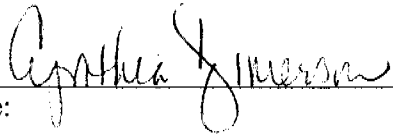
Date: 10-27-04

WITNESS:

WITNESS:


Name:


Name: Melinda K. Smith


Name:

Name:

C

ACKNOWLEDGMENT – BFS RETAIL & COMMERCIAL OPERATIONS, LLC

STATE OF ILLINOIS)
) SS:
COUNTY OF DUPAGE)

Before me, **Janice E. Martin**, a Notary Public in and for the above State and County, on this 27th day of ~~September~~ October, 2004, personally appeared **Thomas A. Leshner, Manager, Assets/Transactions** of BFS Retail & Commercial Operations, LLC, and known to me to be the same person who signed and acknowledged that they signed the foregoing instrument as such Manager, Assets/Transactions of said limited liability company for and on behalf of the limited liability company, and that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of the limited liability company, for the uses and purposes set forth in the instrument.

IN TESTIMONY WHEREOF, I have subscribed my signature and affixed my official seal on the day and year set forth above.

Janice E. Martin

Notary Public

My commission expires: 12/30/05



D

**ACKNOWLEDGMENT
SOUTHROADS SHOPPING CENTER LIMITED LIABILITY COMPANY**

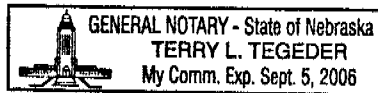
STATE OF NEBRASKA)
) SS:
COUNTY OF Douglas)

Before me, Terry L. Tegeder, a Notary Public in and for the above State and County, on this 24th day of February, 2004, personally appeared Helmuth DAHLKE, _____ of SOUTHROADS SHOPPING CENTER LIMITED LIABILITY COMPANY, and known to me to be the same person who signed and acknowledged that he/she signed the foregoing instrument as such Exec Vice President, of said limited liability company for and on behalf of the limited liability company, and that he/she executed the same as his/her free and voluntary act and deed and as the free and voluntary act and deed of the limited liability company, for the uses and purposes set forth in the instrument.

IN TESTIMONY WHEREOF, I have subscribed my signature and affixed my official seal on the day and year set forth above.

Terry L. Tegeder
Notary Public

My commission expires:



E

EXHIBIT A
(Shopping Center Plot Plan)

[See Attached]

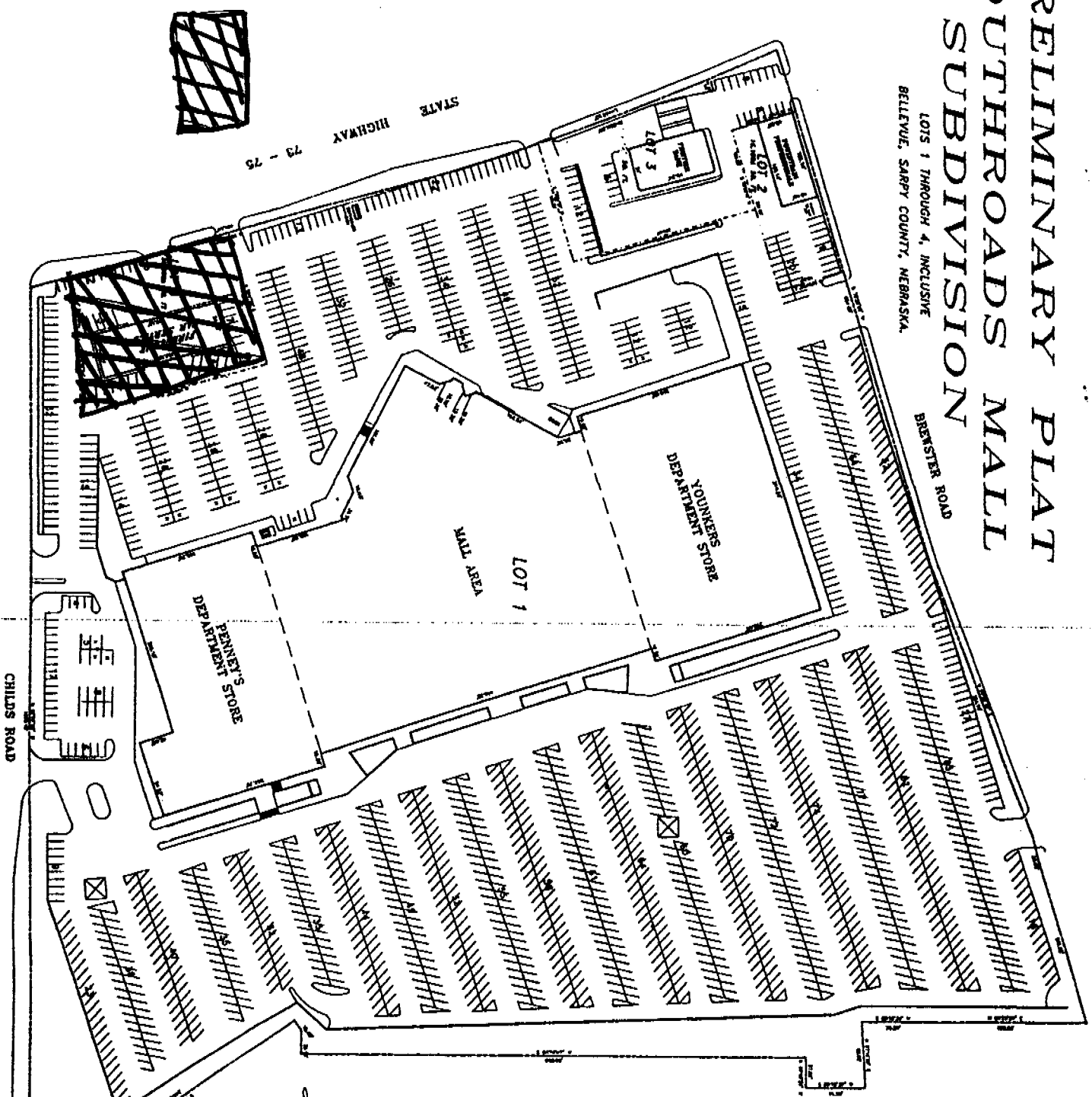
APR 22
1980

Exhibit A

Devised
Premises

PRELIMINARY PLAT SOUTHROADS MALL SUBDIVISION

LOTS 1 THROUGH 4, INCLUSIVE
BELLEVUE, SARPY COUNTY, NEBRASKA



CHILDS ROAD

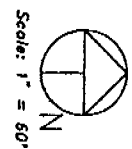
STATE HIGHWAY 73 - 75

BENNETT ROAD

YOUNKER'S STORE

DEPARTMENT STORE

MALL AREA
LOT 1



TOTAL LAND AREA MALL
27.84 ACRES ±

PARKING SPACES:
1158 EAST LOT
1320 WEST LOT
1320 N. OF BLDG
40 S. OF BLDG
1844 TOTAL SPACES

NOTICE: THIS PLAT IS THE PROPERTY OF THE SURVEYOR AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF THE SURVEYOR.

John S. Gering
1/8
1/8

G

EXHIBIT B
(Legal Description of the Shopping Center)

H

Parcel A:

Beginning at the intersection of the East right-of-way line of State Highway 73-75 and the North right-of-way line of Childs Road; thence North 15°20'02" West (assumed bearing), along said East right-of-way line of State Highway 73-75, 488.69 feet; thence continuing along said East right-of-way line, along a curve to the left with a radius of 2,914.90 feet and an arc length of 462.94 feet (chord bearing North 20°21'12" West, 462.46 feet), to the intersection of said East right-of-way line and the South right-of-way line of Brewster Road; thence North 73°25'60" East, along said South right-of-way line, 654.09 feet; thence North 69°00'48" East, continuing along said South right-of-way line, 354.84 feet; thence North 74°31'17" East, continuing along said South right-of-way line 20.55 feet; thence South 00°15'35" West, 134.81 feet; thence South 88°27'10" East, 107.52 feet; thence South 00°37'45" West, 3.50 feet; thence South 88°27'10" East, 3.00 feet; thence North 00°37'45" East, 3.50 feet; thence South 89°19'25" East, 94.31 feet; thence South 00°09'16" West, 76.14 feet; thence North 87°15'31" East, 82.20 feet; thence South 00°54'27" West, 71.73 feet; thence North 89°11'48" West, 35.42 feet; thence South 00°15'43" West, 610.98 feet; thence North 89°45'33" West, 29.54 feet; thence South 55°03'43" West, 15.00 feet; thence South 34°56'17" East, 349.00 feet; thence South 10°19'57" East, 36.03 feet, to a point on the North right-of-way line of Childs Road; thence South 89°57'58" West, along said North right-of-way line of Childs Road, 1,099.18 feet, to the Point of Beginning.

EXCEPT that part thereof more particularly described as follows:

A tract of land located in Tax Lot L, in the Southwest Quarter (SW 1/4) of Section 14, Township 14 North, Range 13 East of the 6th P.M., in Sarpy County, Nebraska, more particularly described as follows:

Beginning at the Southwest corner of said Tax Lot L, said point also being the intersection of the East right-of-way line of Nebraska Highway 73-75 and the North right-of-way line of Childs Road; thence North 15°20'02" West (assumed bearing), along the East right-of-way line of Nebraska Highway 73-75, a distance of 13.48 feet; thence North 89°57'58" East, along a line parallel to said North right-of-way line of Childs Road, a distance of 588.55 feet; thence South 0°02'02" East, 13.00 feet, to a point on the North right-of-way line of Childs Road; thence South 89°57'58" West, along the right-of-way line of Childs Road; thence South 89°57'58" West, along the North right-of-way line of Childs Road, a distance of 585.00 feet, to the Point of Beginning,

NOTE: The above premises is also described as Lot L, Clinton's Subdivision, in said Section 14, Township 14 North, Range 13 East of the 6th P.

200714281I

Parcel B:

A tract of land being all of Lots 4 and 5, and parts of Lots 3, 6 and 7, in Jull's Subdivision, a subdivision in Sarpy County, Nebraska, together with the Easterly 20.00 feet of vacated Prairie Avenue adjacent to said Lots 3, 4 and 5 on the West, all being more particularly described as follows: Commencing at the intersection of the South right of way line of Brewster Road and the East right of way line of State Highway 73-75; thence Easterly, along said South right of way line, on the following 4 described courses: 1) North 73°25'50" East (assumed bearing), 654.09 feet; 2) thence North 69°00'48" East, 354.84 feet; 3) thence North 74°31'17" East, 20.55 feet; 4) thence North 75°21'07" East, 21.36 feet, to the Northwest corner of said Lot 5, and the point of beginning; thence North 72°56'34" East, 76.06 feet, along the North line of said Lots 5 and 6; thence North 74°11'15" East, 50.36 feet, along the North line of said Lots 6 and 7; thence North 72°56'54" East, 50.50 feet, along the North line of said Lots 6 and 7; thence North 77°08'24" East, 14.99 feet, along the North line of said Lot 7; thence South 00°09'36" West, 198.49 feet; thence North 89°19'25" West, 94.31 feet; thence South 00°37'45" West, 3.50 feet; thence North 88°27'10" West, 3.00 feet; thence North 00°37'45" East, 3.50 feet; thence North 88°27'10" West 107.52 feet; thence North 00°15'35" East, 134.81 feet; thence North 75°21'07" East, 21.36 feet to the point of beginning. (NOTE: Sometimes described as Lot A, in Jull's Subdivision, in Section 14, Township 14 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska.)

Being the same property conveyed in Master Commissioner's Deed of record in Instrument 94-03972 in said Register's Office.

Municipally known as 941 Ft. Crook Road, Bellevue, NE
Tax Parcel ID#010508732