

99-21854

FILED SARRY CO. NE.

INSTRUMENT NUMBER

99-021854

99 JUL -9 PM 4: 19

Glenn J. Dowling

REGISTER OF DEEDS

Counter D

Verify S

D.E. AK

Proof AK

Fee \$ 20.50

Ok Cash Chg

FNT

MEMORANDUM OF LEASE

This Memorandum of Lease (this "Memorandum") is made this 15th day of May, 1999, between Brentwood Crossing Associates, a Missouri general partnership, d/b/a Brentwood Crossings Market Center, having an address at Cherry Street Center, 1001 Cherry Street, Suite 308, Columbia, Missouri 65201 ("Landlord") and Sydran Food Services III, L.P., having an address at Bishop Ranch 8, 3000 Executive Parkway, Suite 515, San Ramon, California 94583 ("Tenant"), who agree as follows:

- Premises.** Landlord has leased to Tenant and Tenant has leased from Landlord pursuant to a lease (the "Lease") dated as of May 12, 1999, the real property located in LaVista, Nebraska and described in Exhibit A attached to this Memorandum (the "Property").
- Term.** The Lease is for a term of 20 years (the "Term").
- Ownership of Building.** All buildings and other improvements located from time-to-time on the Property will be and remain the property of Tenant throughout the Term. Upon the expiration or earlier termination of this Lease, all buildings and improvements permanently affixed to the real estate may, at Landlord's election, either (i) remain the property of Tenant and Tenant will remove such buildings and other improvements within 60 days after the expiration or earlier termination of this Lease; or (ii) become the property of Landlord.
- Lease Option.** Pursuant to the Lease, Tenant is granted 4 options of 5 years each to extend the Term.
- Common Areas.** Attached hereto as Exhibit B is a plan of the Brentwood Crossings Shopping Center (the "Shopping Center") in which the Property is located. As used herein, the "Common Areas" will mean all areas and facilities within the boundaries of the Shopping Center that are provided and designated by Landlord from time to time for the general use and convenience of Tenant, other tenants and occupants of the Shopping Center and their respective invitees and licensees. Common Areas include, but are not limited to, any portion of the Shopping Center which are pedestrian walkways, patios, landscaped areas, sidewalks, plazas, parking areas and roadways. Certain portions of the Common Areas may not be modified, reduced and/or relocated without the prior written consent of Tenant, as provided in the Lease. The Lease grants Tenant certain non-exclusive rights to use the Common Areas for vehicular parking and vehicular and pedestrian access, ingress and egress to and from the Property, to and from the Shopping Center, over, upon and across those portions of the Common Areas comprised of the parking areas, driveways, exits and entrances of the Shopping Center; to use all Common Areas for the purposes for which they are intended; and to tie into, install, operate, maintain, repair and replace any and all utility lines and related facilities to the Property over, under and in the Shopping Center (collectively, the "Easements"). Reference is made to the Lease for a more complete description of the Easements.

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6. **Purpose of Memorandum.** This Memorandum is prepared for the purpose of recordation, and it in no way modifies the provisions of the Lease.

7. **Counterparts.** This Memorandum may be signed in any number of counterparts, each of which will be an original, but all of which taken together will constitute one agreement.

8. **Incorporation.** All of the terms and conditions of the Lease will be incorporated herein by reference, as though fully set forth herein.

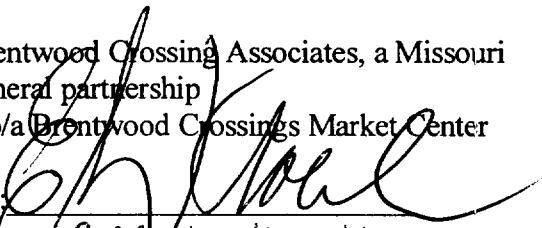
IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum as of the day and year first above written.

LANDLORD:

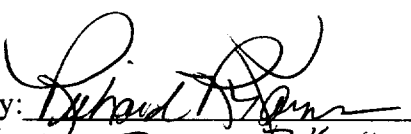
TENANT:

Brentwood Crossing Associates, a Missouri general partnership
d/b/a Brentwood Crossings Market Center

Sydran Food Services III, L.P.,
a California limited partnership

By: 
Name: E. Stanley Kraemer
Title: General Partner

By: Sydran III, Inc., a California corporation,
its general partner

By: 
Name: RICHARD R. KARLIS
Title: V.P.

99-21854B

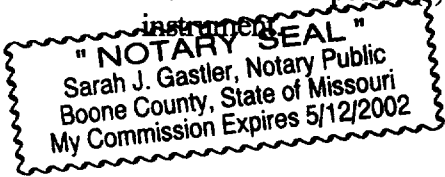
ACKNOWLEDGMENT

State of Missouri)
County of Boone)

On June 23, 1999, before me, Sarah J. Gastler, the undersigned Notary Public, personally appeared E. Stanley Kroenke

personally known to me -OR-

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.



WITNESS my hand and official seal.

Sarah J. Gastler
Notary's Signature

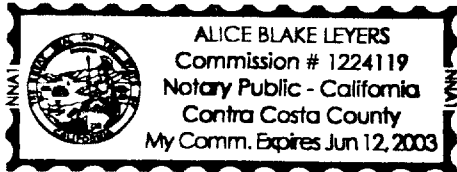
ACKNOWLEDGMENT

State of California)
County of Contra Costa)

On June 29, 1999, before me, Alice Blake Layers, the undersigned Notary Public, personally appeared Richard R. Karns

personally known to me -OR-

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.



WITNESS my hand and official seal.

Alice Blake Layers
Notary's Signature

99-21854C P.03/03

EXHIBIT A

LEGAL DESCRIPTION

Lot 6, Brentwood Crossing, an Addition to the City of LaVista, in Sarpy County, Nebraska.