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MEMORANDUM OF LEASE AND CERTAIN LEASE PROVISIONS

This Memorandum of Lease made and entered into as of the 11th day of July, 1977 by and between LOUISE ANDERSEN, TRUSTEE of Omaha, Nebraska hereinafter referred to as the "Landlord" and AMERICAN COMMUNITY STORES CORPORATION, a Texas corporation, hereinafter referred to as the "Tenant".

1. Landlord has entered into a Lease Agreement with Tenant dated February 28, 1977 ("The Lease Agreement") covering certain store premises comprised of 29,875 square feet ("Leased Premises") situated within the shopping center to be known as the "Millard Plaza Shopping Center" ("The Shopping Center") which Shopping Center is or will be located on the real estate legally described on Exhibit A attached hereto and made a part hereof.

2. The Lease Agreement has a primary term of twenty (20) years commencing upon (a) the date thirteen (13) weeks after the day on which Landlord's supervisory architect notifies Tenant in writing that the Leased Premises are available for Tenant's occupancy, or, (b) the date on which Tenant shall open the Leased Premises for business to the general public, whichever of such dates is the first to occur. In no event however shall the primary term of the Lease Agreement commence prior to July 1, 1978 unless Tenant opens the Leased Premises for business to the general public prior to such date or otherwise consents to an earlier commencement date.

3. The Lease Agreement contains four (4) successive renewal periods, each having a term of five (5) years each; the first of such renewal terms, if exercised, immediately succeeds the expiration of the primary term of the Lease Agreement.

4. Except for the provisions of the Lease Agreement identified in this Memorandum of Lease, reference is made to the terms, covenants, conditions and provisions of the Lease Agreement which are more particularly detailed therein.

5. The Landlord and Tenant acknowledge that the real estate described on the attached Exhibit A is comprised of designated building areas and outlots which must be developed in accordance with Article XXIV, Section 24.14 of the Lease Agreement.

6. Article XXV, Section 25.01 of the Lease Agreement provides as follows:

"Section 25.01. Landlord shall not, directly or indirectly, lease, use or permit to be used, any stores or structures in the Shopping Center for purposes of a super-market business, delicatessen, bakery, grocery store, convenient food stores, or for the sale of groceries, provisions, vegetables, fruits, creameries, fish or meat, or for the sale of any combination of the foregoing. Notwithstanding anything in this Section 25.01, Landlord may demise premises within any of the phases of the Shopping Center other than Phase I, sales from which include the sale of bakery goods provided such sales of bakery goods are only an insignificant part of such tenant's business."

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EXHIBIT A

A tract of land lying in part of the Northwest Quarter of the Northwest Quarter and the Northeast Quarter of the Northwest Quarter of Section 12, Township 14 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Beginning at the Southwest Corner of the Northeast Quarter of the Northwest Quarter of said Section 12; thence North 89° 10' 20" West (assumed bearing) a distance of 484.98 feet to a point on the South-easterly right-of-way of Highway 50; Thence North 52° 53' 44" East along said right-of-way a distance of 607.23 feet; thence continuing along said right-of-way North 35° 14' 36" East a distance of 129.40 feet; thence continuing along said right-of-way North 48° 38' 44" East a distance of 950.00 feet; thence North 78° 04' 56" East a distance of 57.24 feet; thence South 61° 17' 35" East a distance of 204.58 feet; thence North 86° 35' 30" East a distance of 200.56 feet; thence South 18° 17' 51" East a distance of 202.66 feet; thence North 89° 51' 54" East a distance of 33.00 feet to a point on the centerline of 138th Street; thence South 00° 08' 06" East along said centerline a distance of 858.92 feet; thence North 89° 10' 22" West a distance of 1321.56 feet to the point of beginning, except the following tract.

A tract of land located in the Northeast Quarter of the Northwest Quarter of Section 12, Township 14 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, being more particularly described as follows:

Commencing at the North Quarter Corner of said Section 12-14-11; thence South 00° 08' 06" East along the East line of said Section 12-14-11 (A.K.A. the Center Line of 138th Street), a distance of 460.9 feet; thence South 89° 51' 54" West to a point on the West right-of-way line of 138th Street, a distance of 33 feet to the point of beginning; thence South 86° 35' 31" West, a distance of 256.64 feet; thence North 03° 24' 29" West, a distance of 171.86 feet; thence North 86° 35' 31" East, a distance of 210.93 feet to a point located on the Westerly right-of-way line of 138th Street; thence South 18° 17' 51" East along the said West right-of-way line of 138th Street, a distance of 177.83 feet to the point of beginning, said tract of land containing 0.92 acres more or less.

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