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Carol Livens
DODGE COUNTY
REGISTER OF DEEDS
COMPARE INDEX FEE \$ 35.00

MEMORANDUM OF LEASE

This MEMORANDUM OF LEASE (this "Memorandum") is made and entered into as of March 31st, 2006 (the "Effective Date"), by and between GE CAPITAL FRANCHISE FINANCE CORPORATION, a Delaware corporation ("Lessor"), whose address is 17207 North Perimeter Drive, Scottsdale, Arizona 85255, and SR OF IOWA, L.C., an Iowa limited liability company ("Lessee"), whose address is 11404 W. Dodge, Suite 650, Omaha, Nebraska 68154

RECITALS:

Lessor and Lessee entered into that certain lease (the "Lease") dated as of the Effective Date, the terms, provisions and conditions of which are incorporated in this Memorandum by this reference to the same extent as if recited in their entirety in this Memorandum, pursuant to which Lessor has leased to Lessee, and Lessee has rented and leased from Lessor, on and subject to the terms, provisions and conditions of the Lease, the parcels or parcels of real estate legally described in Exhibit A attached to this Memorandum, all rights, privileges and appurtenances associated with such real estate, and all buildings, fixtures and other improvements now or after the Effective Date located on such real estate (whether or not affixed to such real estate) (collectively, the "Premises"). Unless otherwise expressly provided in this Memorandum, all defined terms used in this Memorandum shall have the meanings ascribed to such terms in the Lease.

AGREEMENT:

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

1. Lease Term. 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 Premises. The term of the Lease commences as of the Effective Date and expires on March 31, 2026, unless extended as provided below or terminated sooner as provided in the Lease.
2. Extension Periods. Provided Lessee is not in default under the terms of the Lease, Lessee has a right to extend the term of the Lease for up to Two (2) additional successive periods of Five (5) years each, by written notice to Lessor not more than 270 days or less than 210 days prior to the expiration of the then applicable term of the Lease.
3. Prohibition on Encumbrances. NOTICE IS GIVEN THAT, WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR, AND EXCEPT AS SPECIFICALLY PROVIDED IN THE LEASE, LESSEE IS NOT AUTHORIZED TO PLACE OR ALLOW TO BE PLACED ANY LIEN, MORTGAGE, DEED OF TRUST OR ENCUMBRANCE OF ANY KIND UPON ALL OR ANY PART OF THE PREMISES OR LESSEE'S LEASEHOLD INTEREST IN THE PREMISES. ANY SUCH PURPORTED TRANSACTION WHICH IS NOT APPROVED BY LESSOR SHALL BE VOID. FURTHERMORE, ANY SUCH PURPORTED TRANSACTION SHALL BE DEEMED A TORTIOUS INTERFERENCE WITH LESSOR'S RELATIONSHIP WITH LESSEE AND LESSOR'S FEE OWNERSHIP OF THE PREMISES.

4831-8990-2080.5

SPENCE TITLE SERVICES, INC.
1905 HARNEY STREET SUITE 210
OMAHA, NEBRASKA 68102

Contract No. 30255
GEFF No. 8004-4374
Store No. 9490
Fremont, NE

TA-51528

4. Assignments; Change of Control; Interests in Lessee Parties; Subleases. Without the prior written consent of Lessor, and except as specifically provided in the Lease: (i) Lessee shall not assign, transfer, convey, pledge or mortgage the Lease or any interest in the Lease, whether by operation of law or otherwise; (ii) no Change of Control shall occur; (iii) no interest in any of the Lessee Parties shall be pledged, encumbered, hypothecated or assigned as collateral for any obligation of any of the Lessee Parties; and (iv) Lessee shall not sublet all or any part of the Premises.

5. Additions and Alterations. Any addition to or alteration of the Premises shall automatically be deemed part of the Premises and belong to Lessor.

6. Subordination. Unless the landlord, mortgagee or trustee under any ground lease, mortgage or trust deed, as applicable, now or at any time placed on the Premises by Lessor elects otherwise by notice given to Lessee, the Lease at all times shall automatically be subordinate to any and all ground leases and the liens of any and all mortgages and trust deeds now or at any time placed on the Premises by Lessor.

7. True Lease. The Lease is a "true lease"; the only relationship created by the Lease is that of landlord and tenant. Lessee is not an agent, legal representative, partner, subsidiary, or employee of Lessor. Lessor is not responsible for any of the debts, obligations or losses of Lessee.

8. Copies of Lease. Original copies of the Lease are in the possession of Lessor and Lessee. The Lease contains other terms not set forth in this Memorandum but which are incorporated by reference in this Memorandum for all purposes, and this Memorandum is executed for the purpose of placing parties dealing with the 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 in this Memorandum. Additional information concerning the terms of the Lease can be obtained from Lessor or Lessee at the addresses set forth above.

9. Recording Purposes Only. 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.

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

EXECUTED as of the date written on the first page of this Memorandum.

LESSOR:

GE CAPITAL FRANCHISE FINANCE CORPORATION,
a Delaware corporation

By Barbara Adam
Barbara Adam
Closing Manager

LESSEE:

SR OF IOWA, L.C., an Iowa limited liability company

By _____
Paula K. Glissman
Manager

4831-8990-2080.5

Contract No. 30255
GEFF No. 8004-4374
Store No. 9490
Fremont, NE

EXECUTED as of the date written on the first page of this Memorandum.

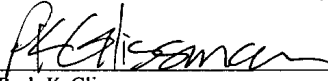
LESSOR:

GE CAPITAL FRANCHISE FINANCE CORPORATION,
a Delaware corporation

By _____
Barbara Adam
Closing Manager

LESSEE:

SR OF IOWA, L.C., an Iowa limited liability company

By  _____
Paula K. Glissman
Manager

4831-8990-2080.5

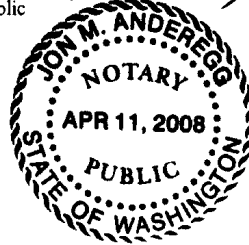
Contract No. 30255
GEFF No. 8004-4374
Store No. 9490
Fremont, NE

STATE OF WASHINGTON)
) SS.
COUNTY OF KING)

The foregoing instrument was acknowledged before me on March 24, 2006 by Barbara Adam, Closing Manager of GE Capital Franchise Finance Corporation, a Delaware corporation, on behalf of the corporation.

Jon M. Anderegg
Notary Public

My Commission Expires: 4-11-08



STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on March _____, 2006 by Paula K. Glissman, Manager of SR of Iowa, L.C., an Iowa limited liability company, on behalf of the limited liability company.

Notary Public

My Commission Expires:

STATE OF WASHINGTON)
) SS.
COUNTY OF KING)

The foregoing instrument was acknowledged before me on March _____, 2006 by Barbara Adam, Closing Manager of GE Capital Franchise Finance Corporation, a Delaware corporation, on behalf of the corporation.

My Commission Expires: _____
Notary Public

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on March 22, 2006 by Paula K. Glissman, Manager of SR of Iowa, L.C., an Iowa limited liability company, on behalf of the limited liability company.

My Commission Expires: 5-19-08
Notary Public

Christine Carter

Notary Public



EXHIBIT "A"

That portion of Lot 1, Block 1, HOWARD WILLIAMS FIFTH ADDITION, an Addition to the City of Fremont, as surveyed, plotted, and recorded in Dodge County, Nebraska, described as follows:

Beginning at the southeast corner of said Lot 1 monumented with a 5/8" rebar;

Thence North 89°31'10" West (assumed bearings) for 241.72 feet along the south line of said Lot 1 to a 5/8" rebar;

Thence North 00°02'29" East for 287.47 feet along a line that is parallel with and 237.00 feet east of the west line of said Lot 1 to a chiseled "x" on the south right of way line of East 23rd Avenue South;

Thence along said south right of way line for the following four (4) courses;

1) Thence South 87°42'07" East for 92.08 feet to a star drill hole with chiseled V;

2) Thence along a curve to the right (having a radius of 90.00 feet and a long chord bearing South 56°10'33" East for 49.82 feet, for an arc length of 50.48 feet to a 1/2" rebar;

3) Thence along a curve to the left (having a radius of 91.00 feet and a long chord bearing South 64°51'01" East for 76.50 feet, for an arc length of 78.95 feet to a 1/2" rebar;

4) Thence along a curve to the right (having a radius of 40.01 feet and a long chord bearing South 51°52'19" East for 49.37 feet, for an arc length of 53.20 feet to a 1/2" rebar on the west right of line of Cedar Street;

Thence South 00°00'30" East for 195.08 feet along said west right of way line to the Point of Beginning.

END OF EXHIBIT "A"
