

A

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE dated as of this 31 day of October, 2006, by and between **PAPILLION DEVELOPMENT, LLC**, a Nebraska limited liability company having its principal office at c/o RED Development LLC, 6263 North Scottsdale Road, Suite 330, Scottsdale, AZ 85250 ("Landlord"), and **OFFICEMAX INCORPORATED**, a Delaware corporation, having its principal office at 263 Shuman Blvd., Naperville, Illinois 60563 ("Tenant").

WITNESSETH:

That in consideration of the rents, covenants, and conditions more particularly set forth in a certain lease between Landlord and Tenant, of even date herewith (the "Lease"), Landlord and Tenant do hereby covenant, promise and agree as follows:

1. Demised Premises. Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed and observed by Tenant, does hereby lease unto Tenant, and Tenant does hereby lease and take from Landlord, (a) a portion of a building (the "Building"), located on that certain parcel of land described on EXHIBIT "A", attached hereto, and being a shopping center commonly known as Shadow Lake Towne Center (the "Shopping Center") located at Highway 370 and 72nd Street in Omaha, Nebraska, (b) a non-exclusive easement and right to use all facilities erected or serving the Shopping Center and intended for public or common use, including, but not limited to, all entrances, exits, driveways, service drives and parking areas, and (c) the exclusive right to use those portions of the truck dock(s), truck ramp(s) and related facilities located immediately behind the premises. The premises contain approximately Eighteen Thousand (18,000) square feet of floor area, as delineated on the site plan attached hereto as EXHIBIT "B" (the "Demised Premises").

The exterior walls and roof of the Demised Premises and the area beneath the Demised Premises are not demised hereunder.

Landlord and Tenant acknowledge that the Shopping Center is subject to certain covenants, restrictions, reciprocal rights and obligations set forth in the Declaration of Reciprocal Easements, Covenants and Restrictions, dated June 16 and recorded as Instrument No. 2006-2082 of the Sarpy County, Nebraska Deed Records (the "CC&R").

2. Use. The Demised Premises may be used for any lawful retail purpose subject to the Prohibited Uses listed on EXHIBIT "J" to the Lease ("Prohibited Uses") or the Other Tenant Exclusives listed on EXHIBIT "K" to the Lease.

3. Term. The initial term of the lease (the "Initial Term") shall commence (the "Commencement Date") upon the earlier of (a) the Date of Delivery (as defined in Article 11), or (b) the date Tenant shall open for business in the Demised Premises, and shall terminate on such date as shall be ten (10) years from the last day of the month in which the Commencement Date shall occur; provided, however if the Commencement Date does not occur during the month of March the expiration date of the Initial Term shall be the March 31st following the date upon which the Initial Term would have expired but for the application of this provision. Tenant shall have three (3) successive options to extend the term of the lease for an additional period of five (5) years for each such option. Each such extended term shall begin, respectively, upon the expiration of the Initial Term of the lease or of the lease as extended.

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4. Restricted Uses. During the Term (including any renewal or extended term) no portion of the Shopping Center of which the Demised Premises are a part shall be used for the purposes set forth on EXHIBIT "C" attached hereto and made a part hereof. These Restricted Uses shall be deemed covenants running with the land and shall bind and burden the Property and shall inure to the benefit of the Demised Premises and Tenant for the Term of the Lease (including any renewal or extended term).


5. Termination Rights. Under the terms of the Lease, Tenant has the right to terminate the Lease under certain circumstances. Reference should be made to the Lease for these rights and remedies of Tenant and such other rights and remedies as contained in the Lease.


6. Effect of Memorandum. The sole purpose of this instrument is to give notice of the Lease and its terms, covenants and conditions to the same extent as if the Lease were fully set forth herein. This Memorandum shall not modify in any manner the terms, conditions or intent of the Lease and the parties agree that this Memorandum is not intended nor shall it be used to interpret the Lease or determine the intent of the parties under the Lease.

C

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease as of the day and year first written.

Witnesses:



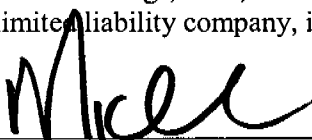


LANDLORD:

PAPILLION DEVELOPMENT, LLC,
a Nebraska limited liability company

By: RED Papillion, LLC, a Missouri
limited liability company, its Manager

By: E&R Holdings, LLC, an Arizona
limited liability company, its Manager

By: 

Michael L. Ebert, Manager

TENANT:

OFFICEMAX INCORPORATED,
a Delaware corporation

By: _____
Greg A. Darus,
Vice President, Real Estate

D

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease as of the day and year first written.

Witnesses:

LANDLORD:

PAPILLION DEVELOPMENT, LLC,
a Nebraska limited liability company

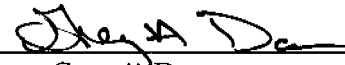
By: RED Papillion, LLC, a Missouri
limited liability company, its Manager

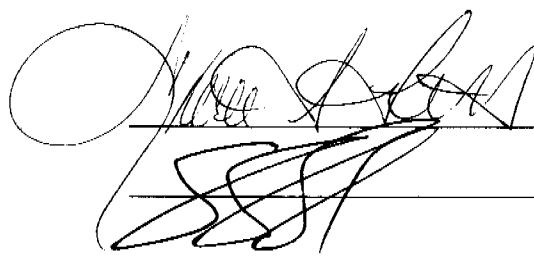
By: E&R Holdings, LLC, an Arizona
limited liability company, its Manager

By: _____
Michael L. Ebert, Manager

TENANT:

OFFICEMAX INCORPORATED,
a Delaware corporation

By:  _____
Greg A. Darus,
Vice President, Real Estate

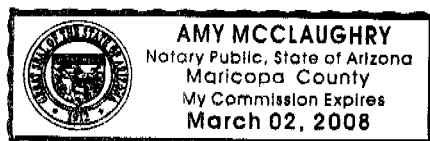


STATE OF Ar)
) SS:
COUNTY OF Maricopa

BEFORE ME, a Notary Public in and for said County and State, did personally appear **PAPILLION DEVELOPMENT, LLC**, a Missouri limited liability company, by RED Papillion, LLC, a Missouri limited liability company, its Manager, by E&R Holdings, LLC, an Arizona limited liability company, its Managing Member by Michael L. Ebert, its Manager, who acknowledged to me that he did sign the foregoing instrument as such Manager and that the same is his free act and deed, both individually and as such Manager and the free act and deed of said limited liability company.

Phy, Ar, this 16 day of Nov, 2006.

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NOTARY PUBLIC



STATE OF ILLINOIS)
) SS:
COUNTY OF DUPAGE)

BEFORE ME, a Notary Public in and for said County and State, did personally appear **OFFICEMAX INCORPORATED**, a Delaware corporation, by Greg A. Darus, its Vice President, Real Estate, who acknowledged to me that he did sign the foregoing instrument as such officer and that the same is his free act and deed, both individually and as such officer of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand official seal at Naperville, Illinois, this _____ day of _____, 2006.

NOTARY PUBLIC

**DRAFTED BY, AND WHEN RECORDED,
RETURN TO:**

Lawrence V. Lindberg, Esq.
Baker & Hostetler LLP
3200 National City Center
1900 East Ninth Street
Cleveland, Ohio 44114-3485
(216) 621-0200

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STATE OF _____)
) SS:
COUNTY OF _____)

BEFORE ME, a Notary Public in and for said County and State, did personally appear **PAPILLION DEVELOPMENT, LLC**, a Missouri limited liability company, by RED Papillion, LLC, a Missouri limited liability company, its Manager, by E&R Holdings, LLC, an Arizona limited liability company, its Managing Member by Michael L. Ebert, its Manager, who acknowledged to me that he did sign the foregoing instrument as such Manager and that the same is his free act and deed, both individually and as such Manager and the free act and deed of said limited liability company.

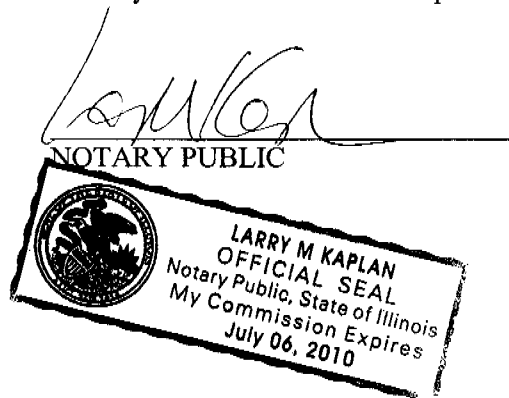
IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____, this _____ day of _____, 2006.

NOTARY PUBLIC

STATE OF ILLINOIS)
) SS:
COUNTY OF DUPAGE)

BEFORE ME, a Notary Public in and for said County and State, did personally appear **OFFICEMAX INCORPORATED**, a Delaware corporation, by Greg A. Darus, its Vice President, Real Estate, who acknowledged to me that he did sign the foregoing instrument as such officer and that the same is his free act and deed, both individually and as such officer of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand official seal at Naperville, Illinois, this 4 day of December, 2006.



**DRAFTED BY, AND WHEN RECORDED,
RETURN TO:**

Lawrence V. Lindberg, Esq.
Baker & Hostetler LLP
3200 National City Center
1900 East Ninth Street
Cleveland, Ohio 44114-3485
(216) 621-0200

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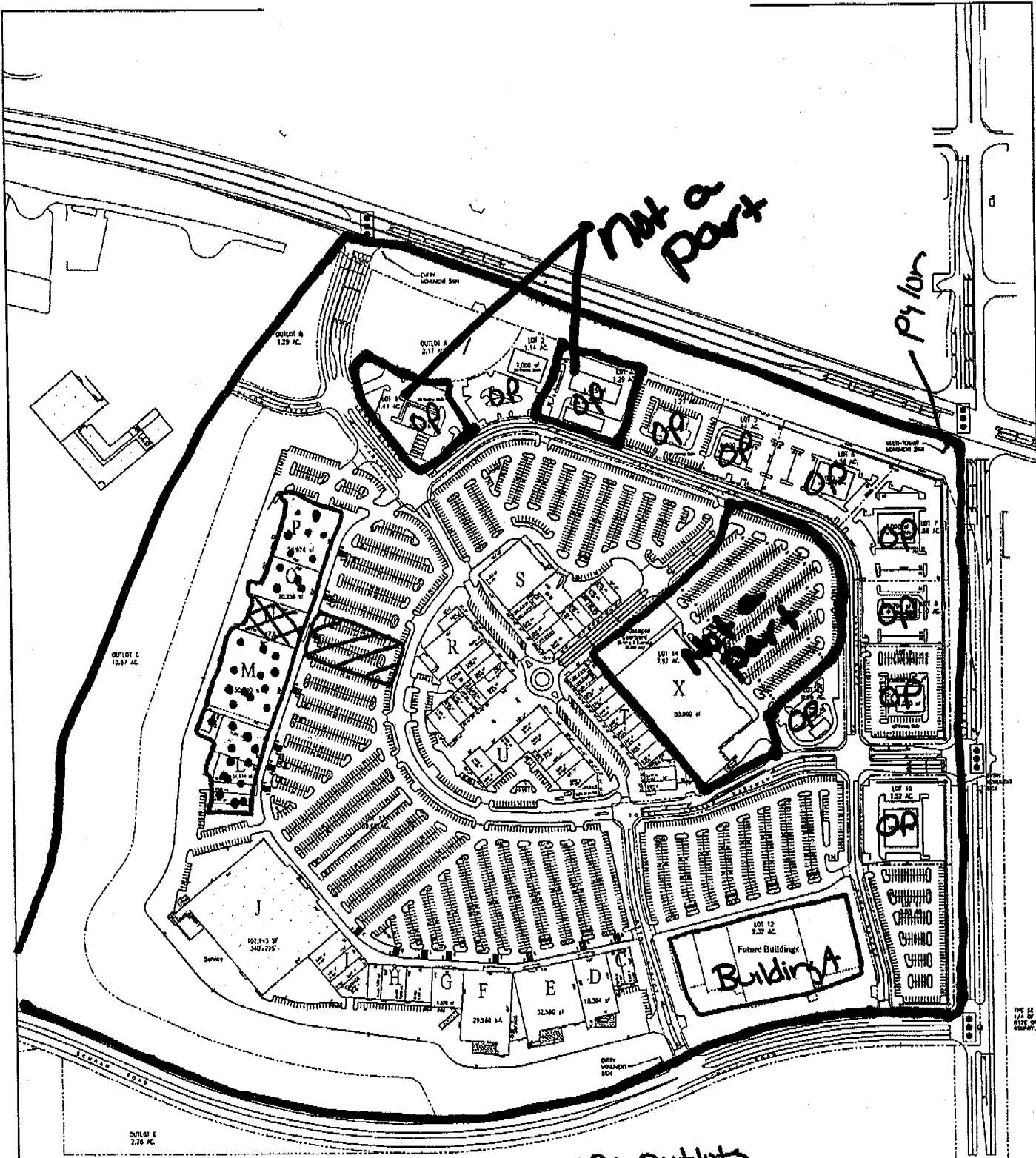
EXHIBIT A

Legal Description of Shopping Center

Lots 2, 4 through 12, inclusive, 15, and Outlots A, B, D and E, Shadow Lake Towne Center, a Subdivision in Sarpy County, Nebraska and Lots 1, 2 and Outlots A, B and C, Shadow Lake Towne Center Replat 1, an Administrative Subdivision in Sarpy County, Nebraska.

EXHIBIT B

H



- Demised Premises
- Tenant's Protected Area
- Shopping Center
- OP = Outlots
- Om Quadrant



NOTE: UNLESS OTHERWISE SPECIFIED, ALL DISTANCES ARE BASED ON THE SHOWN LAYOUT. THE SHOWN LAYOUT IS FOR INFORMATION ONLY AND DOES NOT REPRESENT A GUARANTEE OF ACCURACY.



SHADOW LAKE TOWNE CENTER
PAPILLION, NE

JUNE 23, 2006

2006-41549 I

EXHIBIT C

Restricted Uses

During the initial term of the Lease and during any renewal period thereunder:

(a) No portion of the Shopping Center located within two hundred linear feet (200') of the demising walls of the Demised Premises (or the Demised Premises) shall be used as a restaurant or for any use prohibited under subparagraph (b) or (c) immediately below;

(b) Subject to the rights of existing tenants or occupants of the Shopping Center, which may not be subject to all Prohibited Uses, no portion of the Shopping Center (including the Demised Premises) shall be used for Prohibited Uses; and

(c) Except as otherwise set forth on **EXHIBIT "D"** to the Lease no portion of the Shopping Center (including the Demised Premises) shall be occupied or used in violation of any prohibitions or restrictions on use contained in any document or instrument listed on **EXHIBIT "D"** to the Lease.

The restricted uses set forth in (a)-(c) above are hereinafter referred to collectively as the "Restricted Uses".