

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2007-30213

2007 OCT -3 A 7:42 P

Glenn J. Harding
REGISTER OF DEEDS

COUNTER UM G.E. US
VERIFY Pa D.E. CO
PROOF _____
FEES \$ 35.00
CHECK # _____
CHG FNT CASH _____
REFUND _____ CREDIT _____
SHORT _____ NCR _____

This instrument prepared by and
after recording should be returned to:
Fennemore Craig, P.C.
3003 North Central Avenue
Suite 2600
Phoenix, AZ 85012
Attn: Charles M. King

MEMORANDUM OF LEASE

Effective Date of Lease: April 26 2007

Name and address of Landlord: **PAPILLION DEVELOPMENT, LLC**, a Nebraska limited liability company, having a mailing address at c/o RED Development, 6263 North Scottsdale Road, Suite 330, Scottsdale, AZ 85250, Attention: Legal/Leasing.

Name and address of Tenant: **DICK'S SPORTING GOODS, INC.**, a Delaware corporation, having a mailing address of 300 Industry Drive, RIDC Park West, Pittsburgh, PA 15275, Attention: Senior Vice President of Real Estate.

Description of Demised Premises: Approximately 50,000 square feet of leasable floor area (with a minimum frontage of two hundred eighteen (218) feet and being a part of Shadow Lake Towne Center (the "**Shopping Center**") located in the City of Papillion, County of Sarpy, State of Nebraska, and constructed on land described in Exhibit A-1 attached hereto.

Term of Lease: Commencing on the "**Rental Commencement Date**" of the Lease (as such term is defined in the Lease) and terminating on January 31 following the tenth (10th) anniversary of the Rental Commencement Date, subject, however, to certain provisions allowing Tenant to terminate before the expiration of the above term.

Options to Extend: This Lease grants to Tenant successive options to extend the Lease Term from the date upon which the term of this Lease would otherwise expire for four (4) additional periods of five (5) years each upon and subject to the conditions and limitations contained in the Lease.

Restrictions on Construction: Landlord covenants that no buildings, monument or pylon signs, structures or obstructions (whether temporary or permanent) other than canopies, building appurtenances and signs attached to store buildings, lighting equipment and directional and other signs as shown on the Lease Plan or otherwise permitted by the provisions of the Lease or the OEA, if any, and comparable replacements and renewals of landscaping and other items generally depicted on the Lease Plan, may be located in any area of the Shopping Center shown as the "**No-Build Areas**" on the Lease Plan except as required by law or in case of emergency.

Landlord covenants that no portion of the Parking Areas (defined in Section 1.3 of the Lease) identified on the Lease Plan as the "**Protected Parking Areas**" may be modified (including any change in the configuration of the parking stalls, driveways, aisles and curbing) without Tenant's consent, subject to casualty and condemnation.

Please return to:
RED Development
Amy McClaghry
6263 N Scottsdale Rd., #330
Scottsdale, AZ 85250

30213

FNT

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This instrument is intended to be only a memorandum of lease in respect to the Lease, to which Lease reference is made for the full agreement between the Parties. This Memorandum of Lease is not intended to modify any term, provision or condition of the Lease and to the extent of any conflict between this Memorandum and the Lease, the Lease will control.

This Memorandum of Lease is executed for the purpose of recordation in order to give notice of all of the terms, provisions and conditions of the Lease (including, without limitation, and in addition to the above provisions:

(i) the restrictions set forth therein on Landlord's ability to lease portions of the Shopping Center which are prohibited by the terms of the Lease,

(ii) provisions set forth therein regarding Tenant's right to install and maintain signage upon the exterior of the Demised Premises and upon pylon and/or monument sign(s) located at the Shopping Center,

(iii) provisions set forth therein regarding Tenant's right to use (and to permit Tenant's customers, employees, agents and contractor to use) the Common Areas, and

(iv) provisions set forth therein regarding certain areas in the Shopping Center in which no improvements are to be constructed)

and is not intended, and shall not be construed, to define, limit or modify the lease.

In addition to those terms referred to hereinabove, the Lease contains numerous other terms, covenants and conditions which likewise affect not only the Demised Premises but also the Shopping Center, and notice is hereby given that reference should be made to the Lease directly with respect to the details of such terms, covenants and conditions. The Lease and exhibits thereto are hereby incorporated by reference in this Memorandum of Lease and the Parties hereby ratify and confirm the Lease as if said Lease were being re-executed by them and recorded. In the event of any conflict between the provisions of this instrument and the Lease, the provisions of the Lease shall control.

[Signatures appear on following page]

Executed this 24 day of April, 2007.

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 Managing
Member

Virginia Sikorski
Name: VIRGINIA SIKORSKI

Kelly Smith
Name: Kelly Smith

By: Michael L. Ebert
Michael L. Ebert
Manager

WITNESSES:

TENANT:

DICK'S SPORTING GOODS, INC.
a Delaware corporation

David N. Barnes
Name: David N. Barnes

Lisa M. Heister
Name: Lisa M. Heister

By: Douglas W. Walrod
Douglas W. Walrod
Senior Vice President – Real Estate &
Development

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STATE OF Arizona)
) SS:
COUNTY OF Maricopa)

On this 22 day of April, 2007, before me personally came Michael L. Ebert, Manager of E&R Holdings, LLC, , an Arizona limited liability company, Managing Member of RED Papillion, LLC, a Missouri limited liability company, Manager of PAPILLION DEVELOPMENT, LLC, a Nebraska limited liability company, to me personally known, who, being by me duly sworn, did depose and say that he/she/they reside(s) in Maricopa, County and executed the within instrument, and he/she/they acknowledged to me that, having been duly authorized to do so, he/she/they executed the same on behalf of and in the name of said limited liability company.

Witness my hand and Notarial Seal this 22 day of April, 2007.



[Signature]
AMY MCCLAUGHLIN Notary Public
Notary Public, State of Arizona
Maricopa County
My Commission Expires
March 02, 2008

(Printed Signature)

My Commission Expires: _____

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

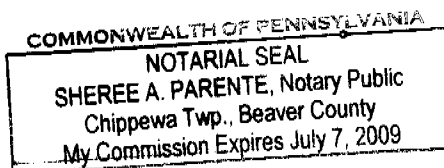
On this 5 day of April, 2007, before me personally came Douglas W. Walrod to me personally known, who, being by me duly sworn, did depose and say that he resides in Allegheny County, Pennsylvania, that he is the Senior Vice President – Real Estate & Development of Dick's Sporting Goods, Inc., the corporation described in and that executed the within instrument, and that he acknowledged to me that having been duly authorized to do so, he executed the same on behalf of and in the name of said corporation.

Witness my hand and Notarial Seal this 5 day of April, 2007.

[Signature]
Notary Public

Sherree A. Parente
(Printed Name)

My Commission Expires: 7/7/09
My County of Residence: Beaver



2007-30213 D

EXHIBIT A-1

LEGAL DESCRIPTION OF SHOPPING CENTER

Lots 2, 4 through 12, inclusive, 15, and Outlots A, B, D, and E, Shadow Lake Towne Center, an Addition to the Papillion, 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.