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By

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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MEMORANDUM OF LEASE

SIXTH STREET FOOD STORES, INC., d/b/a U Save Foods ("Tenant") and WEST BAY, INC. ("Landlord")

2614 B

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BKP 2-14-11 C/O _____ COMP JMB

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PLEASE RETURN TO:
WALSH, FULLENKAMP & DOYLE
11440 West Center Road
Omaha, Nebraska, 681444
Attn: LAJ

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MEMORANDUM OF LEASE

This Memorandum of Lease is entered into by SIXTH STREET FOOD STORES, INC. d/b/a U Save Foods ("Tenant") and WEST BAY, INC., a Nebraska corporation ("Landlord"), as of January 15, 1999 (the "Execution Date").

RECITALS:

- A. Landlord and Tenant have entered into a certain lease dated January 15, 1999 (the "Lease"), whereby Landlord has leased to Tenant certain real property, together with all improvements thereon, as set forth on the site plan attached hereto as Exhibit B and made a part hereof (the "Premises"). The Premises are part of the shopping center which is to be constructed on the property legally described on Exhibit A attached hereto and made a part hereof (the "Shopping Center").
- B. The parties wish to give notice of the existence of the Lease.

NOW, THEREFORE, in consideration of \$1.00 and other good and valuable consideration, the receipt and adequacy whereof are hereby acknowledged, the parties hereto agree as follows:

- 1 Pursuant to the Lease, Landlord has demised and leased to Tenant, and Tenant has hired and taken from Landlord, the Premises.
- 2 The term of the Lease commenced on the Execution Date. Subject to certain provisions of the Lease which provide for earlier termination, the initial term of the Lease will end twenty (20) years following the "Rent Commencement Date". The Rent Commencement Date is the earlier of (a) Tenant's opening of the Premises for business with the public, or (b) 45 days after issuance of a certificate of occupancy for the Premises, a certificate of substantial completion by Tenant's architect responsible for supervising the construction of the Premises, and certification by Landlord's architect that the Shopping Center (with some exclusions) has been completed in accordance with the requirements of the Lease. Tenant has the right and privilege to extend the Lease for six (6) successive extension terms of five years each.
- 3 Pursuant to the Lease, Landlord has granted to Tenant, its employees, licensees, customers, invitees, subtenants and assigns, the right to use the Shopping Center Common Areas without charge in common with Landlord and other tenants and occupants of space within the Shopping Center and their respective employees, licensees, customers, invitees, subtenants and assigns. The term "Common Areas" is defined in the Lease to include all areas of the Shopping Center which are not contained within the building lines of any building envelope on the Site Plan, including without limitation all parking areas, utilities to the point where they enter a building, landscaped areas, sidewalks, driveways and alleys, and all easements, accesses, improvements, and rights serving or benefiting the Shopping Center, even if not located at the Shopping Center.
- 4 The Lease contains the following restrictions on use at the Shopping Center:
 - 4.1 The Premises may be used for any lawful purpose, subject to the restrictions hereinafter set forth.

- 4.2 No portion of the Shopping Center, including the Premises, shall be used or operated for any of the following:
- 4.2.1 In violation of applicable laws.
 - 4.2.2 In a dangerous or hazardous manner.
 - 4.2.3 As a nuisance, or as an obnoxious use by reason of unsightliness or excess emission of odors, dust, fumes, smoke, liquid waste, noise, glare, vibration or radiation.
 - 4.2.4 As an adult book store, night club or discotheque, massage parlor, or any other establishment which provides live adult entertainment or which sells, rents or exhibits pornographic or obscene materials.
 - 4.2.5 For any fire sale, bankruptcy sale (unless pursuant to a court order) or auction house operation (provided that any tenant that goes out of business shall be entitled to hold one going out of business sale not exceeding four weeks in duration).
 - 4.2.6 As an automobile, truck, trailer or recreational vehicle sales, leasing, display or repair facility.
 - 4.2.7 As a bar or tavern (or any other establishment where beer, wine or liquor is served for on-premises consumption); provided, however, that this restriction does not apply to a restaurant whose primary purpose is to serve food but which also serves beer, wine or liquor.
- 4.3 No portion of the Shopping Center except for the Premises shall be used or operated:
- 4.3.1 As a supermarket or other store, or department within a store, for the sale of food, groceries, fruit, produce, dairy products, vegetables, bakery products, meats, or delicatessen products; provided, however, that Lots 15, 16 and 17 (as shown on the Site Plan) may be used for a purpose that would otherwise violate this Section 4.3.1 as long as they are not used by a supermarket, grocery store, superette or convenience store; and provided further that this Section 4.3.1 shall not prohibit the operation of a fast food restaurant.
 - 4.3.2 As a second-hand store, flea market, pawn shop, government surplus store, Goodwill Store, salvage store, Salvation Army Store, surplus store or liquidation store.
 - 4.3.3 As a sports, health, fitness, exercise or dance facility.
 - 4.3.4 As a liquor store (or any other establishment where beer, wine or liquor is sold for off-premises consumption); provided, however, that this Section 4.3.4 shall not apply to a Walgreen Drug Store or other business located on Lots 15, 16 and 17 (as shown on the Site Plan) whose primary business is not the sale of beer, wine or liquor.

EXHIBIT A

Omaha, Nebraska LEGAL DESCRIPTION OF SHOPPING CENTER

Walnut Grove Plaza Shopping Center - A tract of land located in the SW ¼ of Section 2, Township 14 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Commencing at the Southwest corner of said SW ¼ of Section 2; thence N00°15'38"E (assumed bearing) along the West line of said SW ¼ of Section 2, a distance of 60.00 feet; thence N89°31'13"E, a distance of 60.00 feet to the point of beginning; thence N00°15'38"E, a distance of 300.00 feet; thence N89°44'22"W, a distance of 10.00 feet; thence N00°15'38"E, a distance of 7679.22 feet; thence S89°44'21"E, a distance of 100.00 feet; thence Northeasterly, on a curve to the left with a radius of 441.47 feet, a distance of 120.37 feet, said curve having a long chord which bears N82°26'58"E, a distance of 120.00 feet; thence S74°41'54"E, a distance of 70.71 feet; thence N89°37'29"E, a distance of 854.09 feet; thence S02°36'50"E, a distance of 449.46 feet; thence Southwesterly on a curve to the right with a radius of 770.00 feet, a distance of 302.67 feet, said curve having a long chord which bears S08°38'49"W, a distance of 300.73 feet; thence S19°54'28"W, a distance of 111.25 feet; thence Southerly on a curve to the left with a radius of 530.58 feet, a distance of 188.15 feet, said curve having a long chord which bears S09°43'00"N, a distance of 187.76 feet; thence S00°28'29"E, a distance of 36.90 feet to a point on the Easterly extension of the Northerly right-of-way line of "Q" Street; thence S89°31'31"W along said Northerly right-of-way line of "Q" Street and the Easterly extension thereof, a distance of 742.00 feet; thence N00°28'29"W, a distance of 10.00 feet; thence S89°31'31"W, a distance of 300.00 feet to the point of beginning.

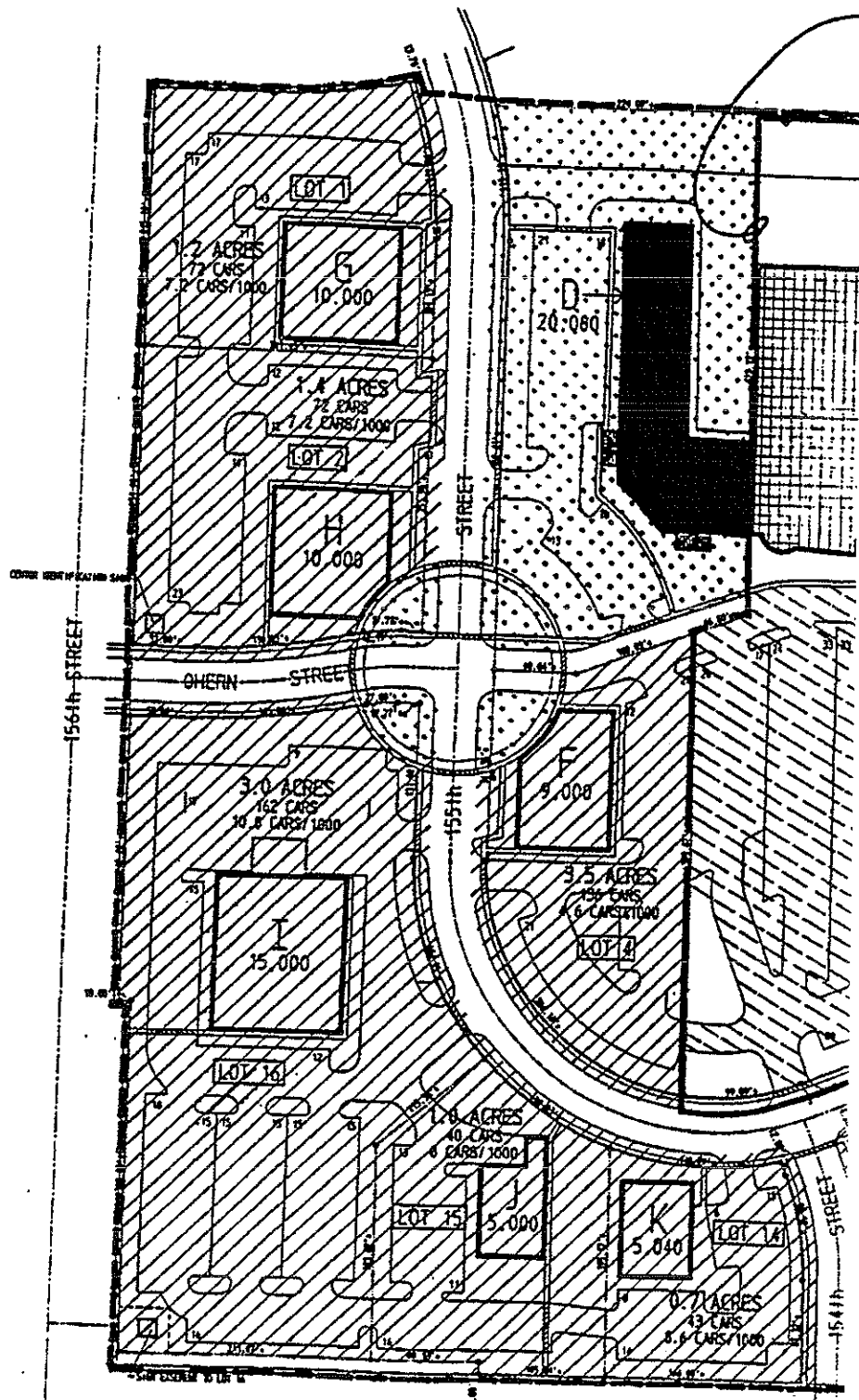
Said tract of land contains an area of 1,206,750 square feet or 27.703 acres, more or less.




NW SW
SW SW

EXHIBIT B

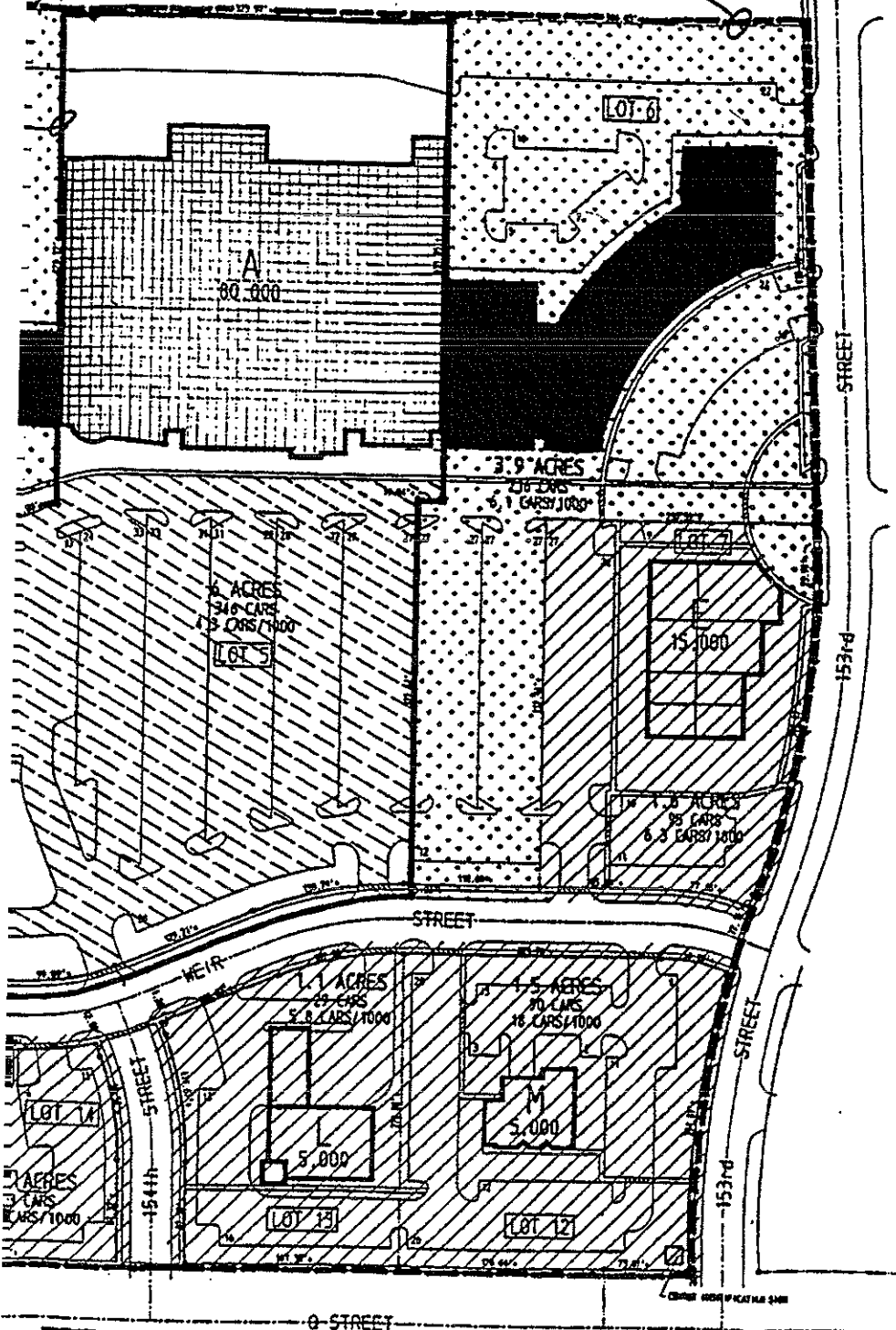
**Omaha, Nebraska
SITE PLAN**




See attached Site Plan.

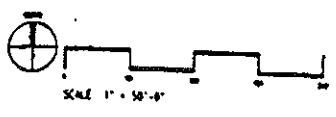


	PREMISES		S
	SUPERMARKET PARKING LOT		C
	BUILDING		C

LIMITS OF PREMISES
LIMITS OF SHOPPING CENTER



-  SHOPPING CENTER SMALL SHOPS
-  OUTLOTS
-  COMMON AREAS



SITE PLAN

WALNUT GROVE PLAZA
156th & Q
OMAHA, NEBRASKA

Andy's Shop
ARCHITECTS
903 North 15th Street, Suite 200 Omaha, Nebraska 68102 (402) 551-1214

PROJECT NO.	417
DATE	11/2/79
DESIGNED BY	AW
CHECKED BY	AW
DATE	
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