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Fee Amt: \$17.00 Page 1 of 3  
Polk County Iowa  
TIMOTHY J. BRIEN RECORDER  
File# 2005-00088689

BK **11006** PG **690-692**

RETURN TO:

Prepared by and after  
Recording Return to: William J. Lillis, 317 Sixth Ave., Ste 300, Des Moines, IA 50309-4127 Telephone (515) 243-8157

**MEMORANDUM OF LEASE**

WHEREAS, **Better Foods, Inc.**, an Iowa corporation, and **Casson's Market, Inc.**, an Iowa Corporation (hereafter collectively "Landlord") and **K.C. Holdings, VI, L.L.C.**, an Iowa limited liability company (hereafter "Tenant") did, on or about the 6<sup>th</sup> day of April, 2005, enter into one certain written Lease Agreement wherein the Landlord leased to Tenant the property legally described as follows, to-wit:

Lots 5 and 6, in Block C, in Commissioner's Addition, an Official Plat, now included in and forming a part of the City of Des Moines, Polk County, Iowa,

for a term of nine (9) years commencing the 1<sup>st</sup> day of April, 2005 ("Commencement Date" and ending on the 31<sup>st</sup> day of March, 2014 (hereafter "Expiration Date") subject to extension and subject to an option to purchase as described in said Lease.

The option to purchase provides, in part, that Landlord grants to Tenant the exclusive option to purchase the leased premises at the end of the initial nine (9) year term of the Lease but not prior to the end of said nine (9) years for a purchase price as agreed to in writing between the Landlord and Tenant.

The Lease also provides, in part, for remedies by Landlord in the event of default by Tenant.

Neither the Tenant nor anyone claiming by, through, or under the Tenant, shall have the right to file or place any mechanic's liens or other lien of any kind or character whatsoever, upon the premises or upon any building or improvement, or upon the leasehold interest of the Tenant, and notice is hereby given by this writing, that no contractor, sub-contractor, or anyone else who may furnish any material, service, or labor for any building, improvements, alteration, repairs, or any part thereof, shall at any time be or become entitled to any lien on the premises, and for the further security of the landlord, the Tenant covenants and agrees to give actual notice thereof in advance, to any and all contractors and sub-contractors who may furnish or agree to furnish any such material, service or labor.

The Lease also provides, in part, that the Tenant shall have no right or power to and Tenant shall not in any way encumber the interest of Landlord in and to the leased premises and improvements, nor shall the fee simple estate of Landlord, as titleholder, be in any way subject to any claim by way of lien, or otherwise, whether arising by operation of law, by express or implied contract, or in any other manner, and any such encumbrance or claim by way of lien or otherwise upon the leased premises and improvements, whether arising by operation of law, by any act or omission of Tenant or in any other manner, shall accrue only against the leasehold estate of Tenant and shall in all respects be subject to the paramount rights of Landlord in and to the leased premises and improvements.

NOW, THEREFORE, it is agreed that this Memorandum of Lease shall serve as notice that the parties have entered into such a Lease pertaining to the premises legally described herein for the term above stated and that said Lease, and each and every part thereof, is by reference made a part of this Memorandum as notice to the public as if fully set forth herein.

The recording of this Memorandum of Lease shall serve as notice to the public and all persons whomsoever that the Lease provides provisions to the effect as set forth in this writing, and said Lease is incorporated by this writing made a part hereof if as set forth verbatim.

IN WITNESS WHEREOF, the parties have hereunto executed this Memorandum of Lease this 6<sup>th</sup> day of April, 2005.

**LESSOR:**

**LESSEE:**

**BETTER FOODS, INC.**

**K.C. HOLDINGS VI, L.L.C.**

By: Joseph Bisignano  
Joseph Bisignano  
Title: Treasurer

By: Gregory P. Judas  
Gregory P. Judas  
Title: Managing Member

**CASSON'S MARKET, INC.**

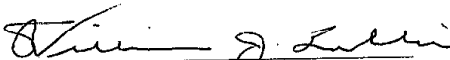
By: Joseph Bisignano  
Joseph Bisignano  
Title: Treasurer

**LANDLORD**

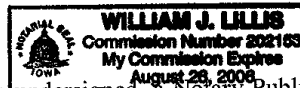
**TENANT**

STATE OF IOWA, COUNTY OF POLK: SS


On this 6<sup>TH</sup> day of April 2005, before me, the undersigned, a Notary Public in and for said County and said State, personally appeared Joseph Bisignano, to me personally known, who, being by me duly sworn, did say that he is the Treasurer of **Better Foods, Inc.**; that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Joseph Bisignano as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.

  
Notary Public in and for the State of Iowa

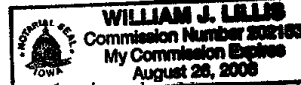
STATE OF IOWA, COUNTY OF POLK: SS



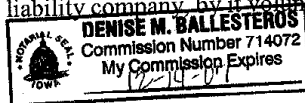
On this 6<sup>TH</sup> day of April 2005, before me, the undersigned, a Notary Public in and for said County and said State, personally appeared Joseph Bisignano, to me personally known, who, being by me duly sworn, did say that he is the Treasurer of **Casson's Market, Inc.**; that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Joseph Bisignano as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.


  
Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF POLK: SS



On this 6<sup>th</sup> day of April, 2005, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Gregory P. Judas, to me personally known, who being by me duly sworn did say that that person is the Managing Member of **K.C. Holdings VI, L.L.C.**; that no seal has been procured by the said limited liability company and that said instrument was signed on behalf of the said limited liability company by authority of its managers and the said Gregory P. Judas acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by it voluntarily executed.



  
Notary Public in and for the State of Iowa