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Polk County Iowa  
TIMOTHY J. BRIEN RECORDER  
File# 2007-00009046  
BK 11776 PG 989-992

MEMORANDUM OF PARKING LEASE

Preparer Information: Robert J. Douglas, Jr., Davis, Brown, Koehn, Shors & Roberts, P.C., 4201 Westown Parkway, Suite 300, West Des Moines, Iowa 50266, (515)-288-2500

RETURN TO:

Return Document to: Robert J. Douglas, Jr., Davis, Brown, Koehn, Shors & Roberts, P.C., 4201 Westown Parkway, Suite 300, West Des Moines, Iowa 50266

Name of Landlord: K.C. Holdings VI, L.L.C.,

Name of Tenant: Equitable, L.P. 3535 Westown Parkway, Suite 103, West Des Moines, Iowa 50266

Legal Description:

Lots Five (5) and Six (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. (floors 3 and 4)

#808151 v.2

MEMORANDUM OF PARKING LEASE

Memorandum of Lease ("Memorandum") made as of the 1st day of July, 2006, by and between K. C. Holdings VI, L.L.C. ("Landlord") and Equitable, L.P. ("Tenant").

WITNESSETH

WHEREAS, Landlord and Tenant have entered into a lease agreement dated July 1, 2006 (the "Lease"), for the third and fourth floors of the parking garage located on the property described below and Landlord and Tenant desire to enter into this Memorandum to be recorded in order that third parties will have notice of the existence of the Lease and of Tenant's interest in the Premises (as defined below in paragraph 5);

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by Tenant to Landlord, the receipt and sufficiency of which is acknowledged, Landlord hereby demises and lets to Tenant, and Tenant hereby takes and hires from Landlord, the Premises, described in Exhibit A attached hereto, together with certain rights and appurtenances as described more particularly in the Lease, and upon terms and conditions specified in the Lease.

1. Reference to the Lease. The Lease is that certain lease agreement made as of July 1, 2006, by and between Landlord and Tenant.

2. Landlord. The Landlord is K.C. Holdings VI, L.L.C., the address of which is set forth as 5515 NW 88th Street, Johnston, Iowa 50131.

3. Tenant. The Tenant is Equitable, L.P., the address of which as set forth in the Lease is 3535 Westown Parkway, Suite 103, West Des Moines, Iowa 50266.

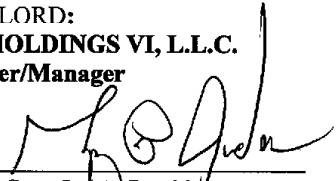
4. Description of the Leased Premises. The legal description of the real estate leased hereunder is 90 spaces on the third and fourth floors of Lots Five (5) and Six (6) in Block "C" in Commissioner's Addition, an Official Plat, now included in and forming a part of the City of Des Moines, Polk County, Iowa, along with an option to be exercised by September 15, 2006 to acquire 4 more spaces adjoining the 90.

5. Term. The term of the Lease commenced as of July 1, 2006 and shall terminate 99 years thereafter unless the Lease is terminated earlier in accordance with its terms. These terms include but are not limited to each party is authorized to mortgage its interest in the Lease.

6. This Memorandum is solely to provide public notice of the existence of the Lease, and certain of its terms.

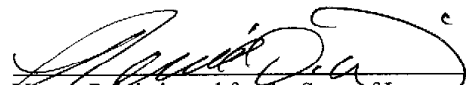
IN WITNESS WHEREOF, Landlord and Tenant have each caused this Memorandum to be executed in its behalf as of the date first above written.

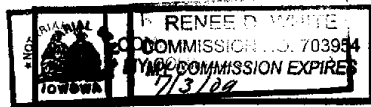
LANDLORD:  
**K.C. HOLDINGS VI, L.L.C.**  
Member/Manager

By:   
Greg Judas, President

STATE OF IOWA    )  
                          )ss:  
COUNTY OF POLK )

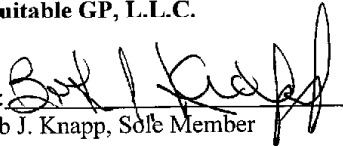
On this 25<sup>th</sup> day of July, 2006, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Greg Judas, to me personally known, who being by me duly sworn, did say that he is the President of K.C. Holdings, Inc., which is Member/Manager of K.C. Holdings VI, L.L.C., an Iowa limited liability company, executing the within and foregoing instrument; that no seal has been procured by said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors as member of said limited liability company; and that the said President as such officer acknowledged the execution of said instrument to be the voluntary act and deed of K.C. Holdings, Inc. and K.C. Holdings VI, L.L.C., by it and by him voluntarily executed.

  
Notary Public in and for the State of Iowa



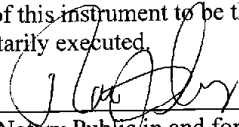
TENANT:

EQUITABLE, L.P.  
Equitable GP, L.L.C.

By:   
Bob J. Knapp, Sole Member

STATE OF IOWA    )  
                          )SS:  
COUNTY OF POLK )

On this 9<sup>th</sup> day of July, 2006, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Bob J. Knapp to me personally known who, being by me duly sworn, did say that he is the General Partner of Equitable, L.P., an Iowa limited partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and that the partners acknowledge the execution of this instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

  
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Notary Public/in and for the State of Iowa

