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**BLACK HAWK COUNTY IOWA: SS**  
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*Patricia A. Jess*

**Recorder**

Fee 1-20.00/.

Black Hawk County Abstract Company

Prepared by: Thomas L. Story, Esq.  
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10 South Broadway, Suite 2000  
St. Louis, Missouri 63102  
(314) 241-9090

**MEMORANDUM OF LEASE**

Store #32 Waterloo

KNOW ALL MEN BY THESE PRESENTS:

THAT KIMVEN CORPORATION, a Texas corporation, having a notice address at c/o Kimco Realty Corporation, 3333 New Hyde Park Road, Suite 100, P.O. Box 5020, New Hyde Park, New York 11042-0020 (the "Landlord"), hereby leases to Venture Stores, Inc., a Delaware corporation, having a notice address of 2001 East Terra Lane, P.O. Box 110, Mail Stop 222C, O'Fallon, Missouri 63366-0110 (the "Tenant"), pursuant to the terms of a certain Lease (the "Lease") effective as of January 25<sup>th</sup>, 1996, the real property situated in Black Hawk County, Iowa, described on Exhibit A attached hereto and incorporated herein by this reference, and all improvements located thereon and all appurtenances thereto including, without limitation, all easements benefiting that real property along with certain other parcels of real property with respect to which separate Memorandums of Lease shall be executed and recorded.

TO HAVE AND TO HOLD such real property for an initial term of twenty five (25) years having a commencement date of January 25<sup>th</sup>, 1996, and a termination date of January 31, 2021. Tenant has the option to extend the term of the Lease beyond the initial term for six (6) separate and successive periods of five (5) years each.

This Memorandum of Lease is subject to all of the conditions, terms and provisions of the Lease, all of which are by this reference incorporated as a part hereof to the same extent as if all of the provisions of the Lease were copied in full herein. The Landlord and the Tenant acknowledge that the Lease constitutes the complete Lease between the Landlord and the Tenant and that this Memorandum of Lease will not be construed to modify or amend the Lease in any respect. In the event of any inconsistency between the Lease and this Memorandum of Lease, the Lease shall control.

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