

**Roll 740 Image 8067**  
**Document Number: 12023**  
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**Fee Amount: \$27.00**  
**Revenue Tax:**  
**PATRICK F. GILL, AUDITOR AND RECORDER**  
**Woodbury County, Iowa**

**AMENDED AND RESTATED MEMORANDUM OF LEASE**  
**Recorder's Cover Sheet**

**Preparer Information:**

Cody M. McCullough, 614 Pierce Street, Sioux City, IA, 51101, (712) 277-4561

**Taxpayer Information:**

Great West Hospitality, Inc.  
9060 Andermatt Drive, Suite 105  
Lincoln, NE 68526

**Return Address:**

Cody M. McCullough  
614 Pierce Street,  
Sioux City, IA, 51101

**Grantor(s):**

Gordon Plaza, LLC

**Grantee(s):**

Great West Hospitality, Inc.

**Legal Description:** See Exhibit "A".

**Document or instrument number if applicable:** Roll 475, Image 1182.

## AMENDED AND RESTATED MEMORANDUM OF LEASE

This Amended and Restated Memorandum of Lease (hereinafter the "**Memorandum**") is made effective as of this 1st day of April, 2015, by and between **Gordon Plaza, LLC**, an Iowa limited liability company (hereinafter "**Landlord**") and **Great West Hospitality, Inc.**, a Nebraska corporation (hereinafter "**Tenant**").

Landlord and Tenant agree as follows:

1. Larry L. Book and James C. Johnson as Trustees of the Fred and Martha Family Trust dated December 31, 1987 and Tenant have entered into a Lease Agreement and Addendum dated on or about October 1, 1998 (the "**Lease Agreement**") for the premises legally described in Exhibit A attached hereto and incorporated herein by this reference.

2. Larry L. Book and James C. Johnson as Trustees of the Fred and Martha Family Trust dated December 31, 1987 assigned their interest in the Lease Agreement to Landlord.

3. Landlord and Tenant entered into a First Amendment of the Lease Agreement dated effective April 1, 2015 and the Lease Agreement, as amended, shall be collectively referred to herein as the "Lease".

4. The Lease fully sets forth the names and addresses of the parties thereto and contains all of the terms, covenants, conditions, and agreements by the parties thereto.

5. This Memorandum is made for the purpose of giving record notice of Landlord's and Tenant's rights and interest with respect to the premises.

6. Notices to the parties shall be to the following addresses:

Landlord:                   Gordon Plaza, LLC  
                                  Attention: James C. Johnson, Manager  
                                  Commerce Building  
                                  520 Nebraska Street, Suite 233  
                                  Sioux City, IA 51101

Tenant:                     Great West Hospitality, Inc.  
                                  Attention: Joseph J. Morten, President  
                                  9060 Andermatt Drive, Suite 105  
                                  Lincoln, NE 68526

7. The Lease entered into by the parties also contains the following restrictions affecting the real estate described above:

a. Mechanic's Lien: Neither the Tenant nor anyone claiming by, through, or under the Tenant, shall have the right to file or place any mechanic's lien or other lien of any kind or character whatsoever, upon said premises or upon any building or improvement thereon, or upon the leasehold interest of the Tenant therein, and notice is hereby given 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 thereon, 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.

b. Landlord's Lien: Landlord shall have in addition to the lien given by law, a security interest as provided by The Uniform Commercial Code of Iowa, upon all personal property and all substitutions therefor, kept and used on said Premises by Tenant. Landlord may proceed at law or in equity with any remedy provided by law or by this Lease for the recovery of rent, or for termination of this Lease because of Tenant's default in its performance.

c. Assignment and Subletting: Any assignment of this Lease or subletting of the Premises or any part thereof, except to Taco Bell Corp., without the Landlord's written permission shall, at the option of the Landlord, make all rental payments for the remainder of the Base Term, or Renewal Option Term if exercised, immediately due and payable.

8. The Lease entered into by the parties also contains provisions granting Taco Bell Corp. certain conditional rights, including possession, in and to the Premises, pursuant a certain Addendum to Lease dated October 1, 1998 between Landlord and Tenant.

9. This Amended and Restated Memorandum of Lease supersedes the Memorandum of Lease dated November 5, 1998 between Larry L. Book and James C. Book as Trustees of the Fred and Martha Family Trust dated December 31, 1987 and Tenant filed for record with the Woodbury County Recorder in Roll 475, Image 1182.

**[SIGNATURE PAGE FOLLOWS]**

LANDLORD:

GREAT WEST HOSPITALITY, INC.

By: *Joseph J. Morten*  
Joseph J. Morten, President

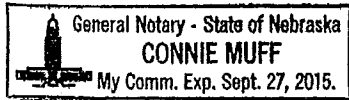
TENANT:

GORDON PLAZA, LLC

By: *James C. Johnson*  
James C. Johnson, Manager

STATE OF Nebraska ~~Dakota~~ COUNTY, ss:

This record was acknowledged before me on the 21 day of April, 2015, by Joseph J. Morten as President of Great West Hospitality, Inc.



*Connie Muff*  
Notary Public - State of Nebraska

STATE OF IOWA, WOODBURY COUNTY, ss:

This record was acknowledged before me on the 27 day of April, 2015, by James C. Johnson as Manager of Gordon Plaza, LLC.



*Connie Muff*  
Notary Public - State of ~~Iowa~~ Nebraska

Exhibit "A"  
Legal Description

All that part of Lot 3 of Gordon Plaza Addition to the City of Sioux City, Woodbury County, Iowa, less the northwesterly 48.38 feet thereof. Said parcel being more particularly described as follows:

Commencing at the N 1/4 corner of Section 35; thence westerly along the north line of said section on an assumed bearing of N89°57'31"W (with all subsequent bearings referenced therefrom) for a distance of 1427.79 feet; thence S00°02'29"E for a distance of 33.00 feet to a point on the south right-of-way line of Correctionville Road and the NW corner of said Lot 3; thence S89°57'31"E along said south right-of-way line for a distance of 50.81 feet to the Point of Beginning; thence continuing S89°57'31"E along said right-of-way line for a distance of 92.22 feet to a point on the southwesterly right-of-way line of Green Avenue; thence S54°56'29"E along said right-of-way line for a distance of 71.43 feet to the NW corner of Lot 4; thence S27°39'24"W along the northwesterly line of Lot 4 for a distance of 311.16 feet to a point on the northerly right-of-way line of Gordon Drive; thence N89°39'00"W along said right-of-way line for a distance of 63.97 feet; thence N70°36'31"W for a distance of 42.02 feet on the chord of a curve, concave southerly, with a radius of 1,005.00 feet and a central angle of 02°23'44", said point being on the northerly right-of-way line of Gordon Drive; thence N17°50'39"E along a line parallel with and 48.38 feet equal-distance to the northwesterly line of Lot 3, for a distance of 317.64 feet to the Point of Beginning.

Said described part of Lot 3 contains 42,417 S.F. ( 0.97 acre ).