

FILED SARPY CO. NE.  
INSTRUMENT NUMBER

**2016-30262**

2016 Nov 21 03:44:44 PM

*Sheryl J. Dowling*

REGISTER OF DEEDS



COUNTER JS
VERIFY JS
FEES \$ 40.00
CHG SFILE
SUBMITTED TITLECORE NATIONAL, LLC

OMAHA, NE  
11651 So. 154<sup>th</sup> Street  
PN# 166488

Prepared By and When Recorded  
Return To:

Bridgestone Americas Tire Operations, LLC  
c/o Bridgestone Retail Operations, LLC  
333 East Lake Street  
Bloomington, IL 60108  
Attn: Law Department – Real Estate Section  
630-259-9332

#### MEMORANDUM OF LEASE

**THIS MEMORANDUM OF LEASE** (the “**Memorandum of Lease**”) is made as of the 13<sup>th</sup> day of Sept, 2016, by and between **DAMMM 1, LLC**, a Nebraska limited liability company (“**Landlord**”), whose address is 10064 S. 134<sup>th</sup> Street, Omaha, Nebraska 68138 and **BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC**, a Delaware limited liability company (“**Tenant**”), having an address at 535 Marriott Drive, Nashville, Tennessee 37214.

Landlord and Tenant entered into that certain Business Property Lease (as may be amended from time to time, the “**Lease**”) dated as of the date hereof pursuant to which Landlord has demised to Tenant and Tenant has leased from Landlord, approximately 35,080 square foot of space known as Suite 300 in the building commonly known as 11651 S. 154<sup>th</sup> Street, Omaha, Nebraska (“**Building**”) located on the land legally described in Exhibit A attached hereto and made part hereof (“**Land**”), together with the non-exclusive right to use, in common with Landlord and other tenants and visitors to the Building, the common areas of the Building and the Land, and the non-exclusive right to use the access roads to and from the Premises (collectively, the “**Premises**”). The Premises is further depicted as the cross-hatched area on Exhibit A-1 attached hereto and made part hereof.

**NOW, THEREFORE**, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the parties agree as follows:

1. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, subject to all the terms, covenants and conditions contained in the Lease, the Premises for an initial term (“**Initial Term**”) of one hundred twenty-three months, commencing on the Commencement Date (as defined in the Lease).
2. Landlord hereby grants to Tenant, subject to all of the terms and conditions of the Lease, the right to extend the Lease beyond the Initial Term for five (5) successive periods of three (3) years each.
3. Subject to and in accordance with the terms and conditions of the Lease, Landlord grants Tenant a right of first offer in the event Landlord has Open Space (as defined in the Lease) available during the Term (including all renewal terms) of the Lease.

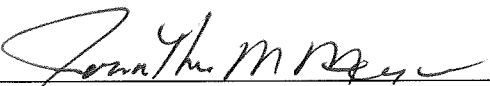
-16- 183340-16

4. This Memorandum of Lease is entered into pursuant to the provisions of the Lease and is subject to all of the terms, covenants and conditions contained therein, all of which are incorporated by reference herein. This Memorandum of Lease is not intended to and shall not change any of the terms and conditions of the Lease.

**TO INDICATE THEIR AGREEMENT**, the parties have executed this Memorandum of Lease as of the day and year appearing in their respective notary acknowledgments.


**LANDLORD:**

**DAMMM 1, LLC**

By:   
Name: JONATHAN M MEYER  
Its: MANAGER  
Date: SEPT 15<sup>TH</sup>, 2016

**TENANT:**

**BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC**

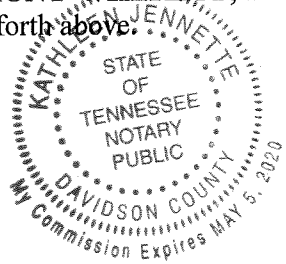
By:   
Name: John Baratta  
Its: President, Consumer Rep. Tire  
Date: Sept. 13, 2016

ACKNOWLEDGMENT – BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC

STATE OF Tennessee )  
 ) SS:  
COUNTY OF Davidson )

Before me, Kathleen Jenette, a Notary Public in and for the above State and County, on this 13 day of Sept, 2016, personally appeared John Baratta, President, cons. rep. Tire of **BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC**, a Delaware limited liability company, and known to me to be the same person who signed and acknowledged that he signed the foregoing instrument for and on behalf of the limited liability company, and that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of the limited liability company, for the uses and purposes set forth in the instrument.

IN TESTIMONY WHEREOF, I have subscribed my signature and affixed my official seal on the day and year set forth above.



Kathleen Jenette  
Notary Public

Name: Kathleen Jenette

City of Residence: Nashville

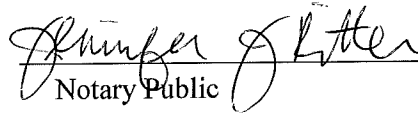
My commission expires: May 5, 2020

ACKNOWLEDGMENT – DAMMM 1, LLC

STATE OF NEBRASKA )  
 )SS:  
COUNTY OF DOUGLAS )

Before me, a Notary Public in and for said County and State, personally appeared JONATHAN M. MEYERS, known to be the MANAGER of **DAMMM 1, LLC**, a Nebraska limited liability company, and known to me to be the same person who signed and acknowledged that he signed the foregoing instrument for and on behalf of the limited liability company, and that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of the limited liability company, for the uses and purposes set forth in the instrument.

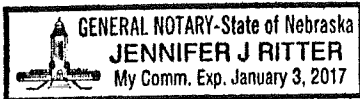
**IN TESTIMONY WHEREOF**, I have subscribed my signature and affixed my official seal on the day and year set forth above.

  
Notary Public

Name: JENNIFER J RITTER

City of Residence: DOUGLAS

My commission expires:



**EXHIBIT A**

**Legal Description of the Land**

Lot 2, Krambeck Industrial Park, Sarpy County, Nebraska

EXHIBIT A-1

The Premises

