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Register of Deeds, Douglas County, NE  
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WHEN RECORDED MAIL TO Mark L. Brasee, 409 S. 17<sup>th</sup> St., Suite 500  
Omaha, NE 68102

THIS CONFIRMATION OF LEASE AGREEMENT (this "Agreement") is entered into as of the 28<sup>th</sup> day of August, 2017, by and between Conagra Brands, Inc. ("Landlord"), and the Greater Omaha Chamber of Commerce ("Tenant").

**RECITALS**

WHEREAS, Landlord and Tenant have entered into that certain Lease dated effective as of August 28, 2017 (the "Lease"), pursuant to which Landlord has leased to Tenant, and Tenant has leased from Landlord, certain office space comprised of approximately 22,828 rentable square feet located on the fourth floor of the Building (i.e., the building commonly known as "Conagra Building 5"), which Building is situated at 808 ConAgra Drive, Omaha, Nebraska 68102 (the "Premises"). The Property on which the Building is located and the Parking Areas are legally described as follows:

Lots 1, 3, 8, 13 and 14, in Central Park East, all Additions to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.

WHEREAS, Landlord and Tenant desire to provide notice of the Lease.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants set forth in the Lease, Landlord and Tenant agree and provide notice as follows:

1. **Lease.** Landlord leases the Premises to the Tenant.
2. **Term.** The Term of the Lease commences on the Commencement Date (as defined in the Lease) and shall expire one hundred fifty (150) months thereafter, unless earlier terminated or extended pursuant to the terms of the Lease. Without limiting the foregoing, Tenant has a right to renew the Lease for two (2) additional terms of five (5) years on all the same terms and conditions set forth in the Lease, as more fully set forth in the Lease.

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3. **Parking Areas.** Tenant shall have the right to the use the Parking Areas during the Term under the Lease.
4. **Automatic Termination.** Upon the expiration or earlier termination of the Lease, this Agreement shall be deemed conclusively terminated and as of the effective date of such expiration or earlier termination, this Agreement shall be of no further force and effect. Upon Landlord's written request, Tenant shall cooperate with Landlord and execute any and all recordable instruments reasonably necessary to (a) confirm such expiration or earlier termination of this Agreement, or (b) in the event Landlord exercises its right to modify or relocate any of Tenant's Parking Areas pursuant to the terms of the Lease, to modify the legal description affecting the Parking Areas.
5. **Incorporation and Defined Terms.** The terms and conditions of the Lease are by this reference incorporated into this Agreement as if more fully set forth herein. This Agreement is executed in simplified short form for the convenience of the parties and for the purpose of recording the same, and this Agreement shall not have the effect of in any way modifying, supplementing or amending the Lease or any of its provisions, as the same are now or may hereafter be in force and effect. In the event of any inconsistencies between this Agreement and the Lease, the provisions in the Lease shall prevail. Unless otherwise defined herein, initially capitalized words herein shall have the meanings ascribed thereto in the Lease.
6. **Transfer of Premises Subject to Lease.** All terms of the Lease shall extend to and be binding upon each of Landlord's and Tenant's respective successors and assigns. Any sale, assignment, encumbrance or other transfer by Landlord of the Premises shall be subject to the Lease and Tenant's interest in the Premises as set forth therein.

[Signature Pages Follow]

IN WITNESS WHEREOF, Landlord has duly executed this Agreement to be effective as of the Effective Date.

LANDLORD:

Conagra Brands, Inc.

By: John Lewandowski

Its: Sr. Director of Real Estate

STATE OF Nebraska )  
  ) ss.  
COUNTY OF Douglas )

On this 28 day of August, 2017, before me, a notary public in and for said county and state, personally came John Lewandowski, of Conagra Brands, Inc., known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his/her voluntary act and deed and the voluntary act and deed of said company.

WITNESS my hand and notarial seal at Omaha, Ne, in said county and state, the day and year last above written.

Cheryl L. Lawson Notary Public



