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THIS PAGE ATTACHED FOR RECORDING PURPOSES

EXTENSION OF AGREEMENT

BY AND BETWEEN

OMEGA FOODS, INC.
a Nebraska corporation

AND

STANLEY J. WIERZBICKI TRUST

DATED: JUNE 24, 2008

After recording, please return to:

John Q. Bachman
Pansing Hogan Ernst & Bachman LLP
10250 Regency Circle, Suite 300
Omaha, NE 68114

✓105380

EXTENSION OF AGREEMENT

THIS EXTENSION OF AGREEMENT is made and entered into this 24th day of June, 2008 by and between OMEGA FOODS, INC., a Nebraska corporation ("Omega") and STANLEY J. WIERZBICKI TRUST, ("Grantor").

WITNESSETH:

WHEREAS, on or about October 11, 1991 Grantor and Omega entered into that certain Agreement whereby Grantor granted to Omega right-of-way and easement across the driveway areas of Grantors' property more particularly described on Exhibit "B" attached hereto and by this reference incorporated herein ("Easement Area") to be used by Omega, its employees and invitees, for access to and from the Omega property more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein (the "Wendy's Property"), 90th Street and Maplewood; ~~#~~ 869-68

WHEREAS, the Agreement had an original term from October 1, 1991 until August 31, 2003. The term has been extended by Grantor and Omega by agreement to the current date;

WHEREAS, Grantor has agreed to grant an extension of the term of the Agreement and additional options with respect thereto in the manner hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing recitals and mutual promises and covenants hereinafter set forth, the parties hereto mutually agree as follows:

1. Extension of Agreement. Grantor and Omega agree that the term of the Agreement shall be extended until August 31, 2013 upon the same terms and conditions and whereas Omega agrees to pay Grantor a monthly fee of one hundred fifty dollars (\$150) for the Easement Area for the entire term of this Extension of Agreement.

2. Additional Options to Extend. Provided Omega is not in default at the end of the renewal term described in Paragraph 1 of this Agreement or any succeeding renewal term, Tenant shall have the option to extend the term of this Agreement for three (3) additional terms of five (5) years each upon the same terms and conditions set forth in the Agreement with monthly fee to be negotiated. Written notice of exercise of each option must be given at lease one hundred eighty (180) days before the expiration of the renewal term to extend the term, and if the Agreement term has been extended, one hundred eighty (180) days before the expiration of the renewal term to extend the Agreement for an additional renewal term. If Omega is in default on the date that any renewal term is to commence, the renewal term shall not commence and this Agreement shall expire at the end of the then-existing renewal term.

3. Termination. In the event Omega or its successor in interest ceases to operate a fast food business on the Wendy's Property, Omega or its successor in interest may terminate this Agreement upon thirty (30) days written notice to Grantor.

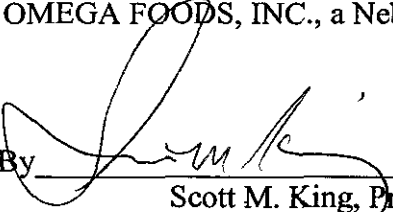
4. Ratification of Agreement as Amended. Except as otherwise provided in this Agreement, all of the terms, conditions, and provisions of the Agreement, as amended, shall remain in full force and effect.


5. Counterparts; Signatures. This Agreement may be executed in one or more counterparts, all of which, taken together, shall constitute a single original instrument. Copied, facsimiled or digitally imaged signatures shall be deemed originals.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this instrument the day and year first above written.

OMEGA FOODS, INC., a Nebraska corporation

By


Scott M. King, President

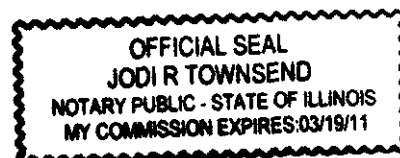

Stanley J. Wierzbicki


Michael J. Wierzbicki

STATE OF ILLINOIS)
)ss.
COUNTY OF Stephenson

The foregoing instrument was acknowledged before me this 24th day of June, 2008, by SCOTT M. KING, President of OMEGA FOODS, INC., a Nebraska corporation, on behalf of the corporation.


NOTARY PUBLIC

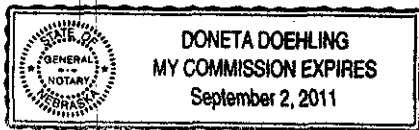


STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 25th day of June, 2008, by STANLEY J. WIERZBICKI and MICHAEL J. WIERZBICKI.



NOTARY PUBLIC



10.291

File No. 10610

EXHIBIT "A"

Lot 7 and that part of Lots 6 and 5, Block 4, Palomino Hills, an Addition to the City of Omaha, in Douglas County, Nebraska more particularly described as follows: Beginning at the Northwest corner of said Lot 7, thence Easterly along the North line of said Lot 7, (the South line of Manderson Street) extended, for 248.52 feet to the Easterly line of said Lot 5; thence southerly along the Easterly line of said Lots 5 and 6; (the Westerly line of 90th Street) along a curve to the left for an arc distance of 151.20 feet to the Southeasterly corner of said Lot 6; thence Westerly along the South line of Lots 6 and 7 for 230.00 feet (229.73) feet actual) to the Southwest corner of said Lot 7; thence Northerly along the West line of said Lot 7 for 150.00 feet (149.90 feet actual) to the point of beginning.

EXHIBIT "B"

Lot Two (2) Commercial Plaza, an Addition to the City of Omaha, as surveyed, platted and recorded, Douglas County, Nebraska.

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