



MISC 2006114916



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Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
 10/5/2006 12:41:45.24



2006114916

NOTICE OF LEASE

3rd THIS NOTICE OF LEASE, made and entered into as of the day of August, 2006, by and between Security National Properties Funding, LLC ("Landlord"), and Sullivan's Restaurants of Nebraska, Inc. ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant have entered into that certain Lease dated January 9, 2006, as amended June 6, 2006 (collectively the "Lease"); and

WHEREAS, the parties hereto desire to file this Notice of Lease for record to provide record notice of the Lease and the terms and conditions contained therein with respect to the Premises (as hereinafter defined).

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and in the Lease, Landlord and Tenant hereby agree as follows:

1. Demise. For and in consideration of the rents, terms, covenants and agreements in the Lease on the part of Tenant and Landlord to be paid, kept, observed and performed, Landlord does hereby demise and lease to Tenant, and Tenant does hereby take and hire from Landlord, upon and subject to the terms and conditions contained in the Lease, that certain space consisting of approximately 9,903 square feet on the first floor and approximately, 3,983 square feet of the basement of the building that is known by the street address of 222 South 15th Street, Omaha, Nebraska, being more particularly described on Exhibit "A" attached hereto (the "Premises").

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TA-51220^{lc}

2. Term of Lease. The term of the Lease ("Term") shall commence on the Commencement Date (as defined below) and unless sooner terminated or extended under the terms and conditions contained in the Lease, shall continue thereafter for a period of five years. The Commencement Date shall be the date Landlord delivers vacant and exclusive possession of the Premises to the Tenant, but in no event later than forty-five (45) days following the Tenant's Contingency Period.


3. Option to Extend Term. Tenant has been granted the option to extend the Term of Lease for five (5) successive additional periods of five (5) years.

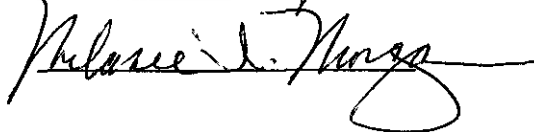
4. Incorporation of Lease. The provisions set forth in the Lease are hereby incorporated into this Notice of Lease as if set out in full herein. Nothing contained herein is intended to or does change or modify any of the terms or provisions of the Lease or the rights, duties, obligations, conditions and agreements created thereby, all of which remain in full force and effect. In the event of any conflict or inconsistency between the terms of this Notice of Lease and the terms of the Lease, the terms of the Lease shall govern and control for all purposes.

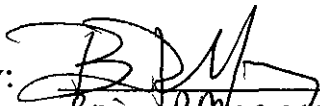
IN WITNESS WHEREOF, the parties hereto have caused this Notice of Lease to be executed the day, month and year first above written.

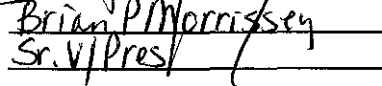
Signed, sealed and delivered
in the presence of:

"LANDLORD":
Security National Properties
Funding, LLC

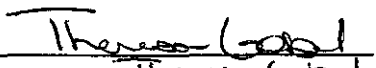


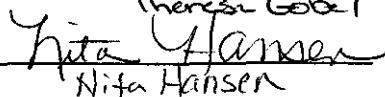


By: 


Its: 

"TENANT":
Sullivan's Restaurants of
Nebraska, Inc.



Theresa Gobel


Nita Hansen

By: 

John D. White
Its: President

STATE OF KANSAS

COUNTY OF SEDGWICK

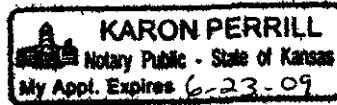
BEFORE ME personally appeared John D. White, to me well known and known to me to be the President of Sullivan's Restaurants of Nebraska, Inc., and who executed the foregoing instrument for and on behalf of said corporation, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 3rd day of August, 2006.

My Commission Expires:

(NOTARIAL SEAL)

Karon Perrill
NOTARY PUBLIC



STATE OF California

COUNTY OF Humboldt

BEFORE ME personally appeared Brian Morrissey, to me well known and known to me to be the Senior Vice President of Security National Properties Funding, LLC, who executed the foregoing instrument for and on behalf of said limited liability company, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 10th day of August, 2006.

My Commission Expires:

10/08/08
(NOTARIAL SEAL)

Jennifer L. Ryan
NOTARY PUBLIC

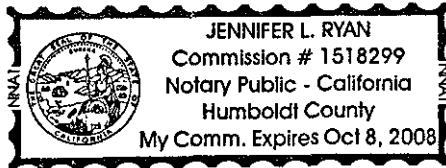


EXHIBIT "A"

a part of the property described as

The East 154.45 feet of Block 118, in the Original City of Omaha, as surveyed and lithographed in Douglas County, Nebraska, together with the vacated West 2.5 feet of 15th Street from Douglas Street to Farnam Street, the vacated North 2 feet of Farnam Street from 2.5 feet East of the former West right of way line of 15th Street to 154.45 feet West of the former West right of way line of 15th Street, and vacated South 1.5 feet of Douglas street from 2.5 feet East of the former West right of way line of 15th Street to 154.45 feet West of the former West right of way line of 15th Street abutted by Lots 1, 2, part of 3, part of 6, Lot 7 and Lot 8, Block 118 Original City of Omaha.

Douglas County, Nebraska,