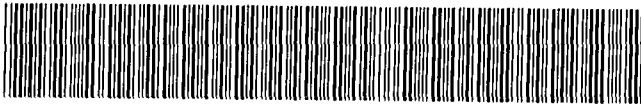


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Misc <sup>13</sup>/<sub>2</sub> 55-37846ME  
FEL 66.00 FB 01-60000  
BUP 36-15-12 <sup>du</sup> 60 COMP       
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OCT 15 2012 09:02 P 13

Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
10/15/2012 09:02:32.37



2012103773

THIS PAGE INCLUDED FOR INDEXING

PAGE DOWN FOR BALANCE OF INSTRUMENT

Return to:

Richard N. Berkshire  
1301 S. 75th St., #100  
Omaha, NE 68124  
402/827-7000

CK. 013998

## **AMENDMENT TO LEASE**

This Amendment to Lease (this "Amendment") is made and entered into as of October \_\_\_\_, 2012 (the "Effective Date"), by and among Treat America Limited, a Kansas corporation ("Tenant"); and Swanson Family Building, L.L.C., A Limited Liability Company, a Nebraska limited liability company, Cora Kathryn Johnson, Harry Wayne Sullivan, Lori Ann Hilker, Tracy Jo Lynch, and Darcy Lea Brown (collectively, "Landlords").

### **Recitals**

A. Tenant is the "Tenant", by assignment from The Swanson Corporation, a Nebraska corporation ("Swanson Corporation") under a certain Lease (the "Lease") made on March 3, 1997, by and between First National Bank of Omaha, Trustee of the Merle Swanson Testamentary Trust and Joy G. Swanson, as tenants in common, collectively as "Landlord", and Swanson Corporation.

B. Landlords, as tenants in common, have succeeded to the interests of the Landlord under the Lease, and are presently the fee owners of the Premises (as hereinafter defined).

C. The premises demised under the Lease (the "Premises") are legally described on Exhibit A attached hereto and incorporated herein by reference. As described on Exhibit A, the Premises consist of Parcel 1 and Parcel 2.

D. Landlords intend to sell, or have sold Parcel 2 of the Premises (the "Sale Parcel") to a third-party. The legal description of the Sale Parcel is attached hereto as Exhibit B. The legal description of the remainder of the Premises (the "New Leased Premises") is attached hereto as Exhibit C.

E. To further facilitate such sale, Tenant and Landlords have agreed to amend the Lease as hereinafter provided.

### **Amendment**

In consideration of the foregoing recitals and the mutual covenants and agreements hereinafter contained, and for other good and valuable consideration, Tenant and Landlords hereby agree that the Lease shall be, and hereby is, amended in the following respects:

1. As of the Effective Date, the Sale Parcel is deleted from the Premises, and the description of the "premises" under the Lease is replaced with the legal description of the New Leased Premises as shown on Exhibit C attached hereto and incorporated herein by reference.

2. From and after the Effective Date, throughout the remainder of the term of the Lease, the monthly rental shall be \$14,854.00 (the "New Monthly Rental Rate").

3. Tenant and Landlords acknowledge and agree that prior to the Effective Date the monthly rental has been \$16,504.00 (the "Old Monthly Rental Rate"). Rental for the month of the Effective Date shall be pro-rated as of the Effective Date, with rental for the portion of such month prior to the Effective Date being at the Old Monthly Rental Rate, and rental for the

remainder of such month commencing on the Effective Date being at the New Monthly Rental Rate. To the extent that Tenant has prepaid rental for the month of the Effective Date in excess of the amount due for such month, Tenant shall be entitled to a credit and may deduct the amount of such excess from the rental for the next month.

4. Tenant and Landlords further acknowledge and agree that Tenant's obligation to pay real property taxes on the Sale Parcel ceases on the Effective Date. Tenant has paid all of the real property taxes payable in 2012 on the entire original Premises (i.e., the New Leased Premises and the Sale Parcel). On the Effective Date, Landlords shall refund to Tenant an amount equal to that portion of such taxes attributable to the Sale Parcel for the remainder of the year.

5. INTENTIONALLY LEFT BLANK

6. Tenant and Landlords acknowledge and agree that the Lease remains in full force and effect, as modified and amended by this Amendment. To the extent of any conflict or inconsistency between this Amendment and the Lease as originally written (including previous amendments thereto, if any), the terms and provisions of this Amendment shall govern and control.

7. This Amendment may be signed by different parties in separate counterparts, all of which when taken together shall constitute one and the same instrument.

In witness whereof, Tenant and Landlords have executed this Amendment, with the intent to be legally bound hereby, to be effective as of the Effective Date first provided above.

**[The remainder of this page is intentionally left blank. Signature pages to follow.]**

TENANT:

Treat America Limited, a Kansas corporation

By: 

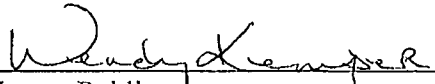
Printed Name: LARRY A WEINSTEIN

Title: CEO

STATE OF Kansas )  
 ) ss.  
COUNTY OF Johnson )

On this 2nd day of October, 2012, before me a Notary Public in and for said County and/or State, personally came \_\_\_\_\_, \_\_\_\_\_ of TREAT AMERICA LIMITED, a Kansas corporation, who is known to me to be the identical person whose name is affixed to the above Amendment and who acknowledged same to be his voluntary act and deed and the voluntary act and deed of TREAT AMERICA LIMITED.

WITNESS my hand and Notarial seal, the day and date last above written.

  
Notary Public  
Printed Name: Wendy Kemper

My Commission Expires:

11/2013

Wendy Kemper  
Notary Public-State of Kansas  
My appointment exp. 11/2013

**LANDLORDS:**

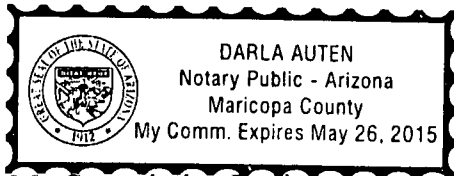
Swanson Family Building, L.L.C., A Limited Liability Company, a Nebraska limited liability company

By: Alan J. Rausch  
Alan J. Rausch  
Manager

STATE OF Arizona )  
 ) ss.  
COUNTY OF Maricopa )

On this 28<sup>th</sup> day of September, 2012, before me a Notary Public in and for said County and/or State, personally came Alan J. Rausch, Manager of SWANSON FAMILY BUILDING, L.L.C., A Limited Liability Company, a Nebraska limited liability company, who is known to me to be the identical person whose name is affixed to the above Amendment and who acknowledged same to be his voluntary act and deed and the voluntary act and deed of SWANSON FAMILY BUILDING, L.L.C., A Limited Liability Company.

WITNESS my hand and Notarial seal, the day and date last above written.



My Commission Expires:

May 26, 2015

Darla Auten  
Notary Public  
Printed Name: Darla Auten

Cora Kathryn Johnson  
Cora Kathryn Johnson

STATE OF Iowa )  
COUNTY OF Jasper ) ss.

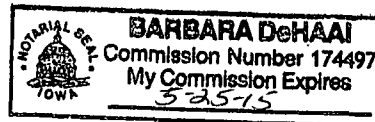
On this 1st day of October, 2012, before me a Notary Public in and for said County and/or State, personally appeared Cora Kathryn Johnson, an individual, who is known to me to be the identical person whose name is affixed to the above Amendment and who acknowledged same to be her voluntary act and deed.

WITNESS my hand and Notarial seal, the day and date last above written.

Barbara DeHaa  
Notary Public  
Printed Name: Barbara DeHaa

My Commission Expires:

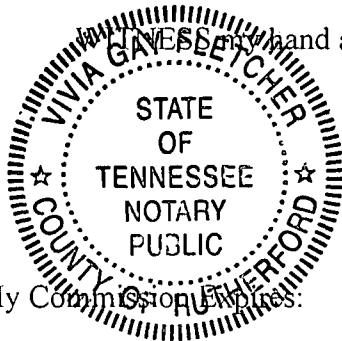
5-25-15



Harry W. Sullivan  
Harry Wayne Sullivan

STATE OF TN)  
COUNTY OF Rutherford) ss.

On this 1st day of Oct, 2012, before me a Notary Public in and for said County and/or State, personally appeared Harry Wayne Sullivan, an individual, who is known to me to be the identical person whose name is affixed to the above Amendment and who acknowledged same to be his voluntary act and deed.



Vivian Gay Fletcher  
Notary Public  
Printed Name: Vivian Gay Fletcher

My Commission Expires:

**MY COMMISSION EXPIRES.**  
**10/20/2014**

Lori Ann Hilker  
Lori Ann Hilker

STATE OF Iowa )  
COUNTY OF Jasper ) ss.

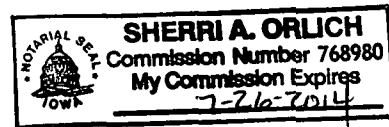
On this 1st day of October, 2012, before me a Notary Public in and for said County and/or State, personally appeared Lori Ann Hilker, an individual, who is known to me to be the identical person whose name is affixed to the above Amendment and who acknowledged same to be her voluntary act and deed.

WITNESS my hand and Notarial seal, the day and date last above written.

Sherri Orlich  
Notary Public  
Printed Name: Sherri Orlich

My Commission Expires:

7-26-2014





Tracy Jo Lynch  
Tracy Jo Lynch

STATE OF Iowa )  
COUNTY OF Folk ) ss.

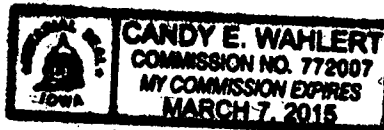
On this 1 day of October, 2012, before me a Notary Public in and for said County and/or State, personally appeared Tracy Jo Lynch, an individual, who is known to me to be the identical person whose name is affixed to the above Amendment and who acknowledged same to be her voluntary act and deed.

WITNESS my hand and Notarial seal, the day and date last above written.

Candy E. Wahlert  
Notary Public  
Printed Name: CANDY E WAHLERT

My Commission Expires:

MARCH 7, 2015



Darcy Lea Brown

Darcy Lea Brown

STATE OF Iowa )  
COUNTY OF Polk ) ss.

On this 2<sup>nd</sup> day of October, 2012, before me a Notary Public in and for said County and/or State, personally appeared Darcy Lea Brown, an individual, who is known to me to be the identical person whose name is affixed to the above Amendment and who acknowledged same to be her voluntary act and deed.

WITNESS my hand and Notarial seal, the day and date last above written.



Karen A. Haines  
Notary Public  
Printed Name: Karen A. Haines

My Commission Expires:

July 31, 2013

## EXHIBIT A

### Current Leased Premises

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#### PARCEL 1:

Lot 1 in SWANSON ADDITION, an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.

#### PARCEL 2:

That part of the SE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 36, T15N, R12E of the 6<sup>th</sup> P.M., Douglas County, Nebraska, described as follows: Beginning at a point which is North 1103.00 feet and N 89°38'20" W, 182.00 feet of the SE corner of the SE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of said Section 36; thence continuing N 89°38'20" W 453.22 feet to the East line of 61<sup>st</sup> Avenue; thence S 00°00'50" E 110.28 feet on the East line of 61<sup>st</sup> Avenue; thence S 89°38'20" E 453.30 feet; thence North 110.28 feet to the point of beginning.

## **EXHIBIT B**

### **Sale Parcel**

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#### **PARCEL 2:**

That part of the SE ¼ of the NE ¼ of Section 36, T15N, R12E of the 6<sup>th</sup> P.M., Douglas County, Nebraska, described as follows: Beginning at a point which is North 1103.00 feet and N 89°38'20" W, 182.00 feet of the SE corner of the SE ¼ of the NE ¼ of said Section 36; thence continuing N 89°38'20" W 453.22 feet to the East line of 61<sup>st</sup> Avenue; thence S 00°00'50" E 110.28 feet on the East line of 61<sup>st</sup> Avenue; thence S 89°38'20" E 453.30 feet; thence North 110.28 feet to the point of beginning.

## EXHIBIT C

### New Leased Premises

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PARCEL 1:

55-37846

Lot 1 in SWANSON ADDITION, an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.