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2015030350

MEMORANDUM OF GROUND LEASE

THIS MEMORANDUM OF GROUND LEASE (the "**Memorandum**") is made as of April 22, 2015 by and between GREAT WESTERN BANK ("**Ground Lessor**") and 60th & NW RADIAL, LLC ("**Ground Lessee**").

WHEREAS, Ground Lessor is the fee simple owner of the real estate located in Douglas County, Nebraska and legally described on Schedule "1" attached hereto (the "**Ground Leased Premises**"); and

WHEREAS, Ground Lessor and Ground Lessee entered into that certain Ground Lease effective as of April 22, 2015 (the "**Ground Lease**"), pursuant to which Ground Lessor ground leases the Ground Leased Premises to Ground Lessee, and Ground Lessee ground leases the Ground Leased Premises from Ground Lessor; and

WHEREAS, Ground Lessor and Ground Lessee have agreed to place this Memorandum of record for purposes of putting all persons on notice of Ground Lessee's rights in the Ground Leased Premises.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Ground Lessor and Ground Lessee agree as follows:

1. Term and Options to Extend. The term of the Ground Lease commences on the date hereof and ends on the earlier of (a) the date Ground Lessor transfers title to the Ground Leased Premises to Ground Lessee pursuant to that certain Option and Put Option Agreement dated as of the date hereof between Ground Lessor and Ground Lessee or (b) the termination of the Ground Lease by Ground Lessor pursuant to Section 19 of the Ground Lease.

2. Purpose. The purpose of this Memorandum is to give record notice of the Ground Lease and of the rights created thereby, all of which are hereby confirmed. This Memorandum is a short form of the actual Ground Lease for notice purposes only and is not a complete summary of the Ground Lease. In the event of a conflict between the terms of the Ground Lease and this Memorandum, the Ground Lease shall prevail. Reference is made to the Ground Lease for a complete description of all matters referenced in this Memorandum.

3. Miscellaneous. This Memorandum shall be governed and construed in accordance with the laws of the State of Nebraska. Initially capitalized terms not otherwise defined herein shall have their respective meanings set forth in the Ground Lease.

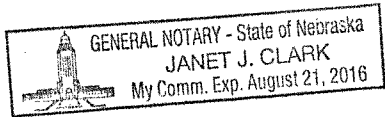
IN WITNESS WHEREOF, the parties hereto have executed this Memorandum the day and year first above written.

GROUND LESSOR:
GREAT WESTERN BANK

By: [Signature]
Gary Grote, Group President-Omaha

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 22 day of April, 2015, by Gary Grote, the Group President-Omaha of Great Western Bank, on behalf of the Bank.



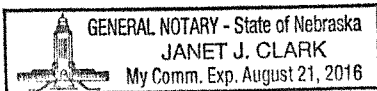
[Signature]
Notary Public

GROUND LESSEE:
60th & NW RADIAL, LLC, a Nebraska limited liability company

By: [Signature]
Name: CHRISTOPHER L. ERICKSON
Its: MANAGER MEMBER

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 22 day of APRIL, 2015 by CHRISTOPHER L. ERICKSON, the Manager of 60th & NW Radial, LLC, a Nebraska limited liability company, on behalf of the company.



[Signature]
Notary Public

SCHEDULE "1"

LEGAL DESCRIPTION OF GROUND LEASED PREMISES

The South 44 feet of Lots 1 and 2, in Block 7, in BENSON, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska, together with the North Half (N½) of the vacated alley adjacent thereto on the South;

And,

That part of Lots 1 and 2, in Block 7, in BENSON, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska, more particularly described as follows:

Beginning at a point on the East line of said Lot 1, 44 feet Northerly of the Southeast corner of said Lot 1; thence Westerly, along a line 44 feet North of and parallel to the South line of said Lots 1 and 2, a distance of 100 feet; thence Northerly, along the West line of said Lot 2, a distance of 50.74 feet; thence Southeasterly, along the South line of the Radial Highway, to a point on the East line of said Lot 2, said point being 82.29 feet Northerly of the Southeast corner of said Lot 2, a distance of 51.31 feet; thence Southeasterly, along the South line of the Radial Highway, a distance of 52.98 feet, to a point on the East line of said Lot 1; thence Southerly, a distance of 21.20 feet, to the Point of Beginning;

And,

Lot 3, in Block 7, in BENSON, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska, together with the North Half (N½) of the vacated alley adjacent thereto on the South, EXCEPT that part of said Lot 3 lying North of a line described as follows:

Beginning at a point on the West line of Lot 3, 24 feet South of the Northwest corner of said Lot 3 and extending Southeasterly to a point on the East line of Lot 3, 32 feet South of the Northeast corner of said Lot 3;

And,

Lot 4, in Block 7, in BENSON, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska, together with the North Half (N½) of the vacated alley adjacent thereto on the South, EXCEPT that part of said Lot 4 lying North of a line described as follows:

Beginning at a point on the West line of Lot 4, 19 feet South of the Northwest corner of Lot 4 and extending Southeasterly to a point on the East line of Lot 4, 24 feet South of the Northeast corner of said Lot 4;

And,

Lot 5, in Block 7, in BENSON, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska, together with the North Half (N½) of the vacated alley adjacent thereto on the South, EXCEPT that part of said Lot 5 lying North of a line described as

follows:

Beginning at a point on the West line of Lot 5, 18 feet South of the Northwest corner of Lot 5, and extending Easterly to a point on the East line of Lot 5, 19 feet South of the Northeast corner of said Lot 5;

And,

Lots 6, 7, 8, 9, 10, 11 and 12, in Block 7, in BENSON, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska, together with the North Half (N $\frac{1}{2}$) of the vacated alley adjacent to said Lots on the South, EXCEPT the North 18 feet of said Lots;

And,

Lots 19, 20, 21 and 22, the North 43 feet of Lots 23 and 24, the South 43 feet of the North 86 feet of Lots 23 and 24, and the South 42 feet of Lots 23 and 24, all in Block 7, in BENSON, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska, together with the South Half (S $\frac{1}{2}$) of the vacated alley adjacent to said Lots on the North.