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Register of Deeds, Douglas County, NE  
04/24/2015 13:05:30.00



2015030511

**MEMORANDUM OF OPTION AND PUT OPTION AGREEMENT**

THIS MEMORANDUM OF OPTION AND PUT OPTION AGREEMENT (the "Memorandum") is made as of April 22, 2015 by and between GREAT WESTERN BANK ("Seller") and 60<sup>th</sup> & NW RADIAL, LLC ("Buyer").

WHEREAS, Seller is the fee simple owner of the real estate located in Douglas County, Nebraska and legally described on Schedule "1" attached hereto (the "Real Estate"); and

WHEREAS, Seller and Buyer entered into that certain Ground Lease effective as of the date hereof (the "Ground Lease"), pursuant to which Seller ground leases the Real Estate to Buyer and Buyer ground leases the Real Estate from Seller; and

WHEREAS, concurrently with entering into the Ground Lease, Seller and Buyer entered into an Option and Put Option Agreement dated as of the date hereof (the "Option Agreement"); and

WHEREAS, Seller and Buyer have agreed to place this Memorandum of record for purposes of putting all persons on notice of the Option Agreement.

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

1. Purchase Option. In accordance with the terms and conditions of the Option Agreement, Seller has granted to Buyer an option to purchase the Real Estate at any time during the period commencing on the later of (i) the date in which a certificate of occupancy for the New Premises is issued by the City of Omaha and (ii) the date in which the drive thru facilities for the Seller have been relocated to their final location and are in operation, and shall expire sixty (60) days thereafter (the "Purchase Option Term").

2. Put Option. In accordance with the terms and conditions of the Option Agreement, Seller has the option, cause and require Buyer to purchase the Real Estate at any time from the first day following the expiration of the Purchase Option Term and continuing for a period of sixty (60) days thereafter.

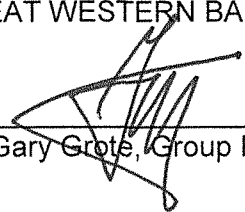
3. Purpose. The purpose of this Memorandum is to give record notice of the Option Agreement and of the rights created thereby, all of which are hereby confirmed. This Memorandum is a short form of the actual Option Agreement for notice purposes only and is not a complete summary of the Option Agreement. In the event of a conflict between the terms of

the Option Agreement and this Memorandum, the Option Agreement shall prevail. Reference is made to the Option Agreement for a complete description of all matters referenced in this Memorandum.

4. 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 Option Agreement.

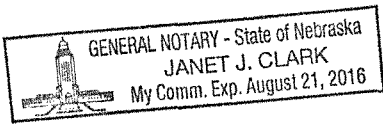
IN WITNESS WHEREOF, the parties hereto have executed this Memorandum the day and year first above written.

SELLER:  
GREAT WESTERN BANK

By:   
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.



  
Notary Public

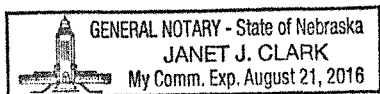
BUYER:  
60<sup>th</sup> & NW RADIAL, LLC, a Nebraska limited liability company

By:   
Name: CHRISTOPHER L. ERICLSON  
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. Ericlson~~, the Manager of 60<sup>th</sup> & NW Radial, LLC, a Nebraska limited liability company, on behalf of the company.

CHRISTOPHER L. ERICLSON



  
Notary Public

Schedule "1"  
Legal Description

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.