



MISC 2015021583



MAR 26 2015 11:13 P 11

Fee amount: 70.00
FB: 15-04560
COMP: MB

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
03/26/2015 11:13:29.00



2015021583

WHEN RECORDED MAIL TO:

ZRC Operations Company, Inc.
c/o Jack in the Box Inc.
9330 Balboa Avenue
San Diego, CA 921213-1516
RE: Store #2886
Attention: RE Legal

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MEMORANDUM OF LEASE

This is a Memorandum of Lease by and between, E.R. Newman, an individual, as to an undivided 60.0952% interest, Phyllis H. Newman, as successor trustee under that certain Trust Agreement dated July 6, 1982 for the benefit of Maxwell C. Newman, as to an undivided 3.2857% interest, and Phyllis H. Newman, as successor trustee under that certain Trust Agreement dated July 6, 1982 for the benefit of Louis H. Newman, as to an undivided 3.2857% interest, and M.H. Newman, a/k/a Murray Newman, an individual, as to an undivided 33.3333% interest, hereinafter called "Landlord" and ZRC Operations Company, Inc., a Colorado corporation hereinafter called "Tenant" upon the following terms:

1. Lease: That certain Ground Lease, dated July 16, 2013, as amended ("Lease").
2. Description of Legal Parcel of the Leased Premises: See Exhibit "A" attached hereto.
3. Description of Shopping Center: See Exhibit "B" attached hereto.
4. Commencement Date: The Commencement Date shall commence on the first to occur of the following (a) one hundred eighty-one (181) days after the last of the "Contingencies" as set forth in the Lease is subject shall be satisfied or waived in

113614

writing by Tenant; or, (b) the date upon which Tenant commences operation of its business at the Leased Premises.

5. Lease Expiration Date: Ten (10) years following the Commencement Date.
6. Extension Options: Tenant shall have the option of extending the Term for six (6) additional periods of five (5) years.
7. Tenant Exclusive: Tenant shall have the exclusive use in the Shopping Center (described on Exhibit "B") for a business whose primary use is a quick service Mexican and Mexican wrap style restaurant. ("Exclusive Use"). The Exclusive Use is valid only as long as Tenant is operating as a Mexican restaurant.

The purpose of this Memorandum of Lease is to give record notice of the lease and of the rights created thereby, all of which are hereby confirmed.

This Memorandum of Lease may be executed in counterparts, all of which when taken together shall constitute one original document.

IN WITNESS WHEREOF the parties have executed this Memorandum of Lease as of the dates set forth in their respective acknowledgments.

LANDLORD:

E.R. NEWMAN, AN INDIVIDUAL

By: _____

Date: _____

PHYLLIS H. NEWMAN, AS SUCCESSOR TRUSTEE UNDER THAT CERTAIN TRUST AGREEMENT DATED JULY 6, 1982 FOR THE BENEFIT OF MAXWELL C. NEWMAN

By: _____

Date: _____

M.H. Newman, A/K/A MURRAY NEWMAN, AN INDIVIDUAL

By: M.H. Newman

Date: 3-2-2015

Phyllis H. Newman, AS SUCCESSOR TRUSTEE UNDER THAT CERTAIN TRUST AGREEMENT DATED JULY 6, 1982 FOR THE BENEFIT OF LOUIS H. NEWMAN

By: _____

Date: _____

7. Tenant Exclusive: Tenant shall have the exclusive use in the Shopping Center (described on Exhibit "B") for a business whose primary use is a quick service Mexican and Mexican wrap style restaurant. ("Exclusive Use"). The Exclusive Use is valid only as long as Tenant is operating as a Mexican restaurant.

The purpose of this Memorandum of Lease is to give record notice of the lease and of the rights created thereby, all of which are hereby confirmed.

This Memorandum of Lease may be executed in counterparts, all of which when taken together shall constitute one original document.

IN WITNESS WHEREOF the parties have executed this Memorandum of Lease as of the dates set forth in their respective acknowledgments.

LANDLORD:

E.R. NEWMAN, AN INDIVIDUAL

By: *E.R. Newman*

Date: *2/26/2015*

PHYLLIS H. NEWMAN, AS SUCCESSOR TRUSTEE UNDER THAT CERTAIN TRUST AGREEMENT DATED JULY 6, 1982 FOR THE BENEFIT OF MAXWELL C. NEWMAN

By: *Phyllis H Newman*

Date: *2/26/15*

~~M.H. Newman, A/K/A MURRAY NEWMAN, AN INDIVIDUAL~~

~~By: *M.H. Newman*~~

~~Date: *2/25/2015*~~

Phyllis H. Newman, AS SUCCESSOR TRUSTEE UNDER THAT CERTAIN TRUST AGREEMENT DATED JULY 6, 1982 FOR THE BENEFIT OF LOUIS H. NEWMAN

By: *Phyllis H Newman*

Date: *2/26/15*

STATE OF California
COUNTY OF Los Angeles ss.

INDIVIDUAL
LC

On this 25 day of February 2015, before me personally appeared M. H. Newman to me known to be the ~~Trustee~~ of ~~Lewis H. Newman Trust~~ a ~~California Trust~~; that he/she executed the foregoing instrument which was signed by them as appearing before me in the capacities above indicated; that they acknowledged the said instrument to have been signed with the authority of and as free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

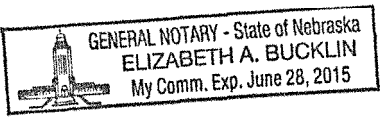


Kelly Charpenet
(Signature of Notary)
Kelly Charpenet
(Print or stamp name of Notary)
NOTARY PUBLIC
My appointment expires: 10/14/2016

STATE OF Nebraska
COUNTY OF Douglas ss.

On this 26 day of February 2015, before me personally appeared Phyllis H. Newman to me known to be the Successor Trustee of Trust Agreement dated 7-6-1982 for Maxwell S. Newman; that he/she executed the foregoing instrument which was signed by them as appearing before me in the capacities above indicated; that they acknowledged the said instrument to have been signed with the authority of and as free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

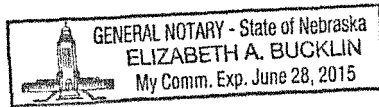


Elizabeth A. Bucklin
(Signature of Notary)
Elizabeth A. Bucklin
(Print or stamp name of Notary)
NOTARY PUBLIC
My appointment expires: _____

Notary page
Memorandum of Lease

STATE OF NEBRASKA)
) s.s.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on February 26, 2015 by Phyllis H. Newman, as Successor Trustee under that certain Trust Agreement dated July 6, 1982 for the benefit of Maxwell C. Newman, on behalf of the trust. Phyllis H. Newman personally appeared before me, a General Notary Public for the State of Nebraska, and is either personally known to me or was identified by me through satisfactory evidence.

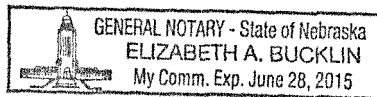


Elizabeth A. Bucklin
Notary Public

Notary page
Memorandum of Lease

STATE OF NEBRASKA)
) s.s.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on February 26, 2015 by Phyllis H. Newman, as Successor Trustee under that certain Trust Agreement dated July 6, 1982 for the benefit of Louis H. Newman, on behalf of the trust. Phyllis H. Newman personally appeared before me, a General Notary Public for the State of Nebraska, and is either personally known to me or was identified by me through satisfactory evidence.

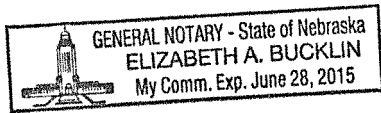


Elizabeth A. Bucklin
Notary Public

STATE OF Nebraska)
COUNTY OF Douglas) ss.

On this 26 day of February, 2015, before me personally appeared E. R. Newman, individual, to me known to be the _____ of _____, a _____; that he/she executed the foregoing instrument which was signed by them as appearing before me in the capacities above indicated; that they acknowledged the said instrument to have been signed with the authority of and as free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Elizabeth A. Bucklin
(Signature of Notary)

(Print or stamp name of Notary)

NOTARY PUBLIC

My appointment expires: _____.

TENANT

ZRC OPERATIONS COMPANY INC.
a COLORADO CORPORATION

M.A.

By: _____

Name: Michael J. Snider

Title: Assistant Secretary

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
)
County of San Diego)

On 2/26/15, before me, Brian J. Niemela, Notary Public, personally appeared Michael J. Snider,

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

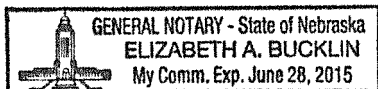


Brian J. Niemela

Place Notary Seal Above

STATE OF NEBRASKA)
) s.s.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on 3-2-15, 2015 by M. H. Newman, a/k/a Murray Newman, an individual, who personally appeared before me a General Notary Public for the State of Nebraska and who is either personally known to me or who was identified by me through satisfactory evidence.



Elizabeth A. Bucklin

Notary Public

Exhibit "A"

LEGAL DESCRIPTION OF LEASED PREMISES

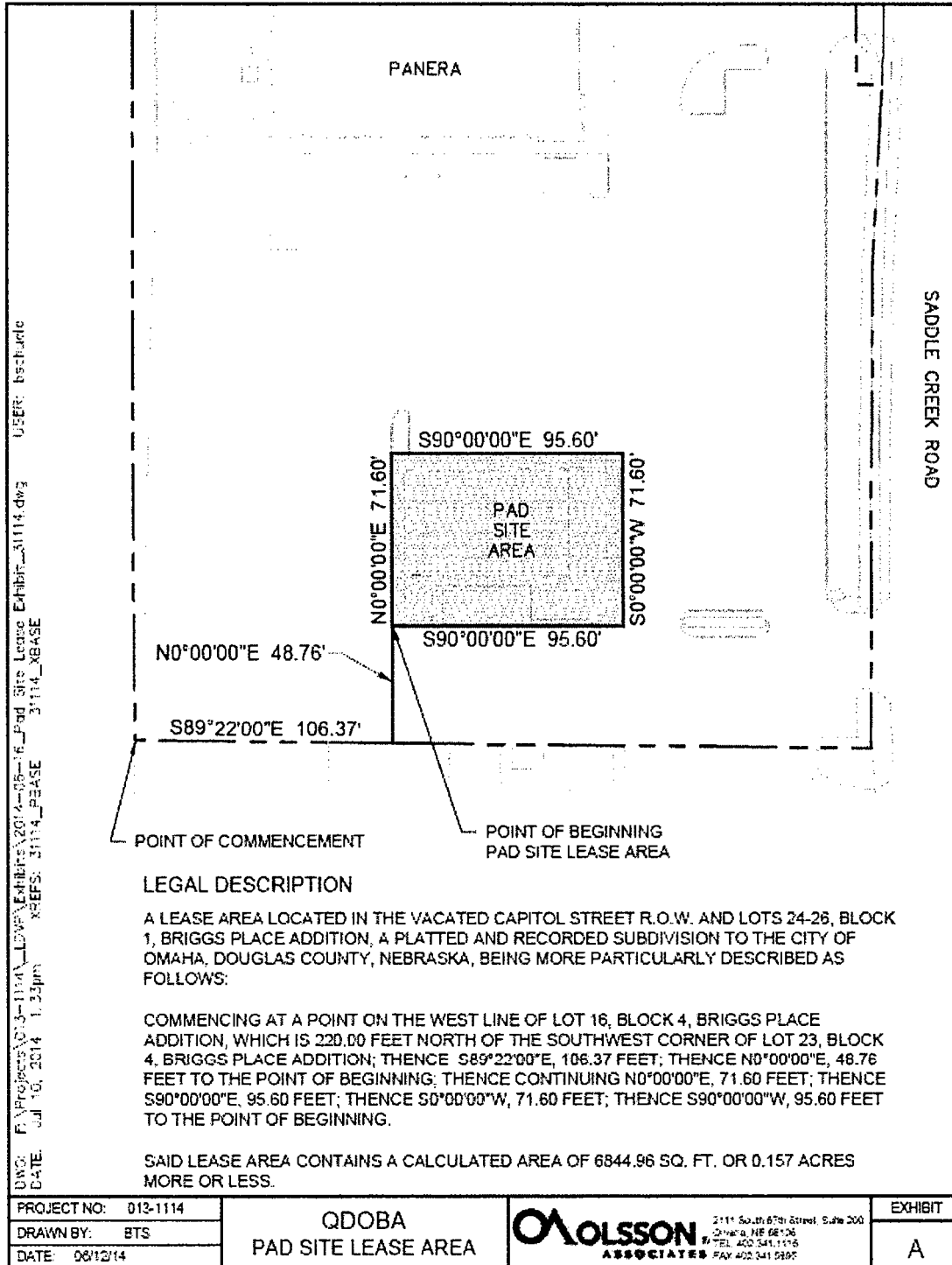


Exhibit "B"

LEGAL DESCRIPTION OF THE SHOPPING CENTER

A tract of land consisting of part of Lot 11, Lots 12 through 16, Lots 23 through 27 and part of Lot 28, Block 1 and part of Lots 11 through 16, Block 4, all in Briggs Place Addition to the City of Omaha, Douglas County, Nebraska and vacated streets and alleys adjacent to the above lots, more particularly described as follows:

Beginning at a point on the West line of Lot 16, Block 4, Briggs Place Addition, which is 220.00 feet North of the Southwest corner of Lot 23, Block 4, Briggs Place Addition; thence North along the East line of the Omaha Belt Line Railway right-of-way a distance of 333.94 feet; thence S89°54'E (assuming said East line of said Omaha Belt Line Railway to be due North and South) a distance of 312.10 feet to the West line of Saddle Creek Road; thence S2°13'W a distance of 58.00 feet; thence S3°22'W a distance of 77.93 feet; thence S0°22'W a distance of 199.32 feet; thence S5°35'E a distance of 2.20 feet, the four previous courses being along the West line of Saddle Creek Road; thence N89°16'W a distance of 304.40 feet to the point of beginning.

EXCEPT FOR:

A parcel of land taken by the City of Omaha, Nebraska as set forth in Partial Report of Appraisers filed April 7, 1998 in Misc., Book 1243 at Page 366, Records of Douglas County, Nebraska described as follows:

A parcel of land being part of Lot 11, Block 1, Briggs Place Addition to the City of Omaha, Douglas County, Nebraska, and also being part of vacated Davenport Street lying West of Saddle Creek Road, more particularly described as follows:

Commencing at a point on the West line of Lot 16, Block 4, Briggs Place Addition, which is 220.00 feet North of the Southwest corner of Lot 23, Block 4 of said addition; thence North (assumed bearing) along the East line of the former Omaha Belt Railway Right-of-Way a distance of 333.94 feet, thence South 89°54' East for a distance of 299.36 feet to the Point of Beginning; thence continuing South 89°54' East for a distance of 12.74 feet to the West Right-of-Way line of Saddle Creek Road; thence South 2°13' West along said West line for a distance of 58.00 feet; thence South 3°22'00" West along said West line for a distance of 4.00 feet; thence North 89°04'27" West for a distance of 10.86 feet; thence North 0°33'36" East for a distance of 61.60 feet to the Point of Beginning.