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IN BOOK 49 OF Map PAGE 523
REGISTER OF DEEDS, CASS CO., NE Patricia Manning
Doc #279 \$10.50

COMPARED

RETURN TO: Robert J. Kmiecik, Esq., McGill, GOTSCHNER, WORKMAN & LEPP, P.C., 11404 West Dodge Road, Suite 500, Omaha, NE 68154-2576
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MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made as of January 1, 1997, between Mechanics, Inc., a Nebraska corporation ("Lessee"), Boyd L. Johnson, Sr. ("Lessor"), and Fred A. Landers ("Mr. Landers").

WHEREAS, Lessor is the owner of certain real estate described as follows (the "Premises"):

The premises located at Highways 6 and 63, City of Ashland, Counties of Cass and Saunders, State of Nebraska, and described more particularly as follows:

Sub-lot 2 of Lot 15 in the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 15, Township 12 North, Range 9 E. of the 6th P.M., Cass County, Nebraska and

A tract of land in the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 10, Township 12 North, Range 9 East of the 6th P.M., Saunders County, Nebraska, described as: All that part of the Southeast Quarter of the Southeast Quarter lying South and East of the Burlington Railroad right of way, containing 76/100th acres, more or less.

WHEREAS, a Lease was entered into by Lessor, Lessee and Mr. Landers as of the 1st day of January 1997, which provides in detail the rights of the parties and the terms and conditions of the Lease; and

WHEREAS, this short form Memorandum of Lease is executed for the purpose of recordation and notice.

AGREEMENT

1. The Lessor has and hereby does lease the Premises to Lessee, on the terms and conditions of the Lease described above. The addresses of all parties to the Lease is at the Premises, c/o Mechanics, Inc., Junction Hwy. 6 & 63, P. O. Box 187, Ashland, NE 68003.
2. The term of the Lease is ten (10) years, and Lessee has a right to extend the term of the Lease for ten (10) additional one-year periods.
3. Lessee and Mr. Landers also have an option to purchase the Premises as described in the Lease, and a right of first refusal to purchase the Premises.
4. This document is prepared for filing and notice purposes only. There is no intent by the parties hereto, implied or expressed, to alter the rights or obligations of the parties as set forth in the Lease.

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

LESSOR:

Boyd L. Johnson, Sr.
Boyd L. Johnson, Sr.

LESSEE:

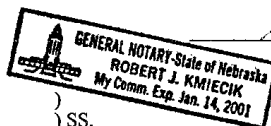
By: Boyd L. Johnson, Sr.
Boyd L. Johnson, Sr.
Its President

MR. LANDERS:

Fred A. Landers
Fred A. Landers

STATE OF NEBRASKA)
COUNTY OF CASS) SS.

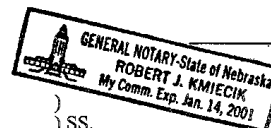
The foregoing instrument was acknowledged before me this 8th day of February 1997, by Boyd L. Johnson, Sr., President of Mechanics, Inc., a Nebraska corporation, on behalf of the Corporation.



Robert J. Kmiecik
Notary Public

STATE OF NEBRASKA)
COUNTY OF CASS) SS.

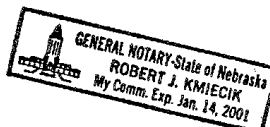
The foregoing instrument was acknowledged before me this 8th day of February 1997, by Boyd L. Johnson, Sr.



Robert J. Kmiecik
Notary Public

STATE OF NEBRASKA)
COUNTY OF CASS) SS.

The foregoing instrument was acknowledged before me this 8th day of February 1997, by Fred A. Landers.



Robert J. Kmiecik
Notary Public

#46489

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