

TRACT INDEX _____ State of Nebraska Gage County ss. Entered
COMPUTER _____ Numerical Index and filed for record the
COMPARED _____ 13 day of Mar, 2020
PAGED _____ at 02:15 o'clock PM, and recorded as
INSTRUMENT NO. **2020-00690**



Register of Deeds

Pages 6 By CL
Recording Fees \$40.00
Totals Fees \$40.00

THIS PAGE INCLUDED FOR INDEXING

PAGE DOWN FOR BALANCE OF INSTRUMENT

Return to: Andrew R. Willis
Cline Williams Wright Johnson
& Oldfather, L.L.P.
233 S 13th St., Suite 1900
Lincoln, NE 68508

INSTRUMENT NO. **2020-00690**

Prepared by and after
recording return to:
Tom Loftus
Ford Leasing Development Company LLC
330 Town Center Dr., Suite 1100
Dearborn, MI 48126

SHORT FORM LEASE, LEASE AGREEMENT, AND DEALERSHIP SUBLEASE TERMINATION
AGREEMENT

THIS SHORT FORM LEASE, LEASE AGREEMENT, AND DEALERSHIP SUBLEASE
TERMINATION AGREEMENT made as of this 25 day of OCTOBER, 2016
by and among BEATRICE FORD LINCOLN MERCURY (herein called "Landlord")
and FORD LEASING DEVELOPMENT COMPANY, LLC, a Delaware limited liability company
formerly Ford Leasing Development Company, a Delaware corporation, (herein
called Tenant and Sublandlord), and BEATRICE FORD LINCOLN MERCURY (herein
called "Subtenant");

W I T N E S S E T H:

WHEREAS, by Short Form Lease, dated December 12, 2003 and recorded
on December 15, 2003 with the Gage County Register of Deeds as Instrument #2003-6711;
and Lease Agreement, dated December 12, 2003 (herein collectively the
"Main Lease") Landlord leased to Tenant, certain Premises located in the
City of Beatrice, County of Gage, State of Nebraska, as further
described in Exhibit A attached hereto; and

WHEREAS, the Main Lease provides Tenant a right of first refusal
to purchase or lease the Premises ("Right of First Refusal"); and

WHEREAS, by Dealership Sublease, dated as of December 12, 2003,
(herein the "Sublease"), Tenant and Sublandlord leased to Subtenant, the
same Premises described in the Main Lease; and

WHEREAS, Landlord, Tenant and Sublandlord, and Subtenant desire to
terminate the Main Lease, Right of First Refusal and the Sublease; and

WHEREAS, Landlord, Tenant and Sublandlord, and Subtenant
acknowledge that a control period as defined in the Main Lease was in
effect since December 12, 2003 that relieved Tenant and Sublandlord of
obligations to perform and transferred those obligations to Landlord as
the Landlord under the Main Lease, therefore, Tenant and Sublandlord
neither collected or paid rent during that control period.

NOW, THEREFORE, in consideration of these presents:

1. All the terms used herein with initial capitalization shall

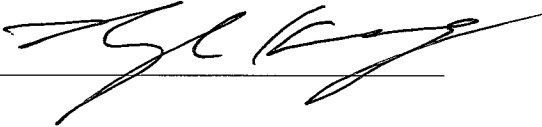
have the meaning given to such terms in the Lease, unless
otherwise defined.

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2. Landlord, Tenant and Sublandlord, and Subtenant hereby agree that the Main Lease and Sublease shall be and hereby are terminated and cancelled, and of no further force and effect as of the date hereof, including the Right of First Refusal contained in the Main Lease.

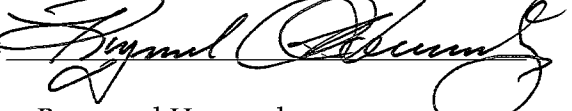
IN WITNESS THEREOF, the parties hereto have executed this Termination Agreement as of the day and year first above written.

WITNESS:




LANDLORD and SUBTENANT:

BEATRICE FORD LINCOLN MERCURY

By: 

By: Raymond Hernandez

WITNESS:



Tom LOFTUS

TENANT and SUBLANDLORD:

FORD LEASING DEVELOPMENT COMPANY LLC

By: 

Its: J.A. Lynch
Vice President

Exhibit A

Description of the Land:

Parcel 1: Lot One (1), Burnham Addition to the City of Beatrice, Gage County, Nebraska.

Parcel 2: A portion of Lot 1 of the North Commerce Addition more completely described as follows: Beginning at the Northwest Corner of Lot 1; thence East along the North line of Lot 1 a distance of 425.90 feet to the Northwest corner of Burnham Addition; thence South along the West line of Burnham Addition a distance of 300.00 feet to the Southwest corner of Burnham Addition; thence West on a bearing of N89° 31' 50" W a distance of 425.90 feet more or less to the West line of the North Commerce Addition; thence North along the West line of the North Commerce Addition to the point of beginning.

U.S. S/C
Lease
11/90

133-4

E-1

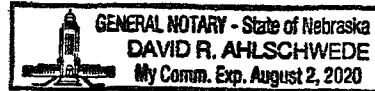
INSTRUMENT NO. 2020-00690

ACKNOWLEDGMENTS

STATE OF NEBRASKA)
) SS
COUNTY OF GAGE)

The foregoing instrument was acknowledged before me on the 25th day of OCTOBER, 2016, by Beatrice Ford Lincoln Mercury.

WITNESS my hand and official seal.



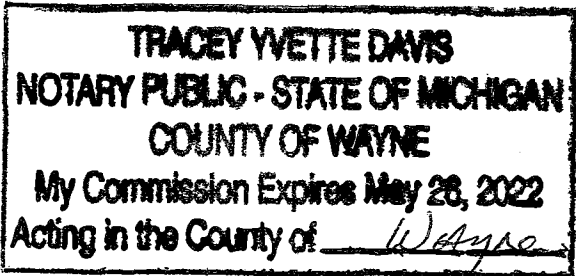
Signature David R. Ahlschwede
Print Name: DAVID R. AHLSCHEWED
Notary Public, GAGE County, Nebraska
My Commission Expires: AUGUST 2, 2020

STATE OF MICHIGAN)
) SS
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on the 4th day of MAY, 2016, by J.A. Lynch, Vice President of Ford Leasing Development Company LLC, a Delaware limited liability company.

WITNESS my hand and official seal.

Signature Tracey Yvette Davis
Print Name: Tracey Yvette Davis
Notary Public, Wayne County, Michigan
My Commission Expires: May 26, 2022

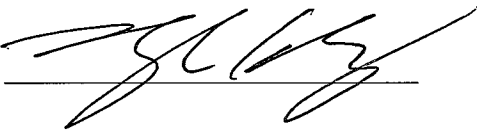


RELEASE AND AGREEMENT WITH RESPECT TO DEALERSHIP PREMISES

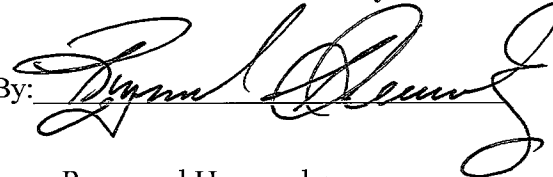
KNOW ALL MEN BY THESE PRESENTS, that for valuable consideration, the receipt whereof is hereby acknowledged, BEATRICE FORD LINCOLN MERCURY ("Landlord" and "Subtenant"), its successors and assigns, does hereby release, remise, and forever discharge Ford Leasing Development Company LLC, a Delaware limited liability company formerly Ford Leasing Development Company, a Delaware corporation, all subsidiaries, parents and affiliated companies of Ford Leasing Development Company LLC, and the officers, employees and agents of each of them, their respective heirs, executors, administrators, successors and assigns of and from all, and all manner of, actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever in law, in admiralty or inequity, which against Ford Leasing Development Company LLC, all subsidiaries, parents and affiliated companies of Ford Leasing Development Company LLC, and the officers, employees and agents of each of them, their respective heirs, executors, administrators, successors and assigns (collectively, the "Released Parties"), the said Landlord and Subtenant ever had, now has, or which it shall or may have for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of these presents, applying to or in any manner connected with the premises located at 4114 North Street, in the City of Beatrice, State of Nebraska and more particularly described in Exhibit A ("Dealership Premises") and Landlord and Subtenant hereby agree and covenant that it will indemnify, save harmless and defend the Released Parties from and against any claim, demand, action, suit, cost, liability or expense in any way arising from or in connection with the Dealership Premises.

IN WITNESS WHEREOF, this Release and Agreement with Respect to Dealership Premises has been duly executed and delivered this 25 day of October, 2016.

WITNESS:



Beatrice Ford Lincoln Mercury

By: 

By: Raymond Hernandez