

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (“Memorandum”) is made as of November 8, 2022 (the “**Effective Date**”) by and among **ROYCE CANDLEWOOD WR, LLC**, a Nebraska limited liability company (“Landlord”), and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association (“Tenant”).

RECITALS

A. Landlord owns certain real property located in the City of Omaha, County of Douglas, State of Nebraska, more particularly described on the attached Exhibit A (“**Shopping Center**”). Tenant desires to lease a portion of the Shopping Center from Landlord (the “**Premises**”).

B. Landlord and Tenant have entered into that certain Lease (the “**Lease**”), dated of even date herewith, whereby Landlord has leased to Tenant the Premises.

C. Landlord and Tenant wish to execute this Memorandum and record the same in the county in which the Premises are located.

NOW, THEREFORE, for valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Demise. Pursuant to the Lease, Landlord has granted to Tenant a leasehold interest in and to the Premises under the terms and conditions set forth in the Lease.
2. Term; Options to Renew. The Term of the Lease shall commence on the Rent Commencement Date, as that term is defined in the Lease, and continue for five (5) years. Tenant shall have the right, at its option, to extend the Term for three (3) consecutive periods of five (5) years, each upon the same terms and conditions as are applicable during the initial Term.
3. Exclusive Use. Landlord grants to Tenant certain exclusive rights with respect to the use of the Shopping Center for financial services. This use restriction against the Shopping Center, which is more specifically set forth in the Lease, shall run against the Shopping Center (except the Premises) and benefit the Premises for the Term.

PANSI

4. Easement Over Shopping Center Common Areas. Landlord hereby grants to Tenant a non-exclusive easement over the common areas of the Shopping Center for the purpose of ingress, egress, parking, utilities and drainage. Such easement grant shall remain subject to the limitations set forth in any agreement affecting the shopping center of which the Premises forms a part and shall expire at the end of the Term.

5. Incorporation of Lease Terms. All of the terms, covenants and conditions of the Lease and any amendments made from time to time thereto are incorporated in this Memorandum by reference as fully as if they had been set forth in this Memorandum. All capitalized words used but not defined herein have the definitions given them in the Lease.

6. No Modification. Notwithstanding the foregoing, nothing contained or set forth in this Memorandum shall modify the Lease or be deemed to create or grant any rights, liabilities or obligations of or to any party or third parties other than as specifically set forth in the Lease. The parties to this Memorandum have agreed to execute and record this Memorandum to give public notice of the existence of the Lease and Tenant's rights with respect to the Premises. This Memorandum is not a complete summary of the Lease, and provisions in this Memorandum shall not be used in interpreting the provisions of the Lease. In the event of any conflict between this Memorandum and the Lease, the terms and conditions of the Lease shall control.

[Remainder of page intentionally left blank. Signature and acknowledgment pages follow.]

SIGNATURE PAGE TO MEMORANDUM OF LEASE BETWEEN ROYCE-CANDLEWOOD WR, LLC AND
U.S. BANK NATIONAL ASSOCIATION FOR PREMISES IN OMAHA, NEBRASKA

TENANT:

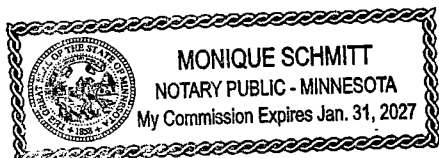
U.S. BANK NATIONAL ASSOCIATION,
a national banking association

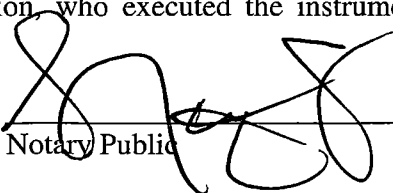


Malik Cavallo, its Senior Vice President

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

On this 7th day of November, in the year 2022, before me, a Notary Public in and for said State, personally appeared Malik Cavallo, known or identified to me to be the Senior Vice President of U.S. Bank National Association, who executed the instrument, on behalf of said national banking association.





Notary Public

INSTRUMENT WAS DRAFTED BY AND WHEN RECORDED RETURN TO:

U.S. Bank National Association
Attn: CRE - Corporate Counsel
800 Nicollet Mall
BC-MN-H21R
Minneapolis, Minnesota 55402

Exhibit A to Memorandum of Lease

Legal Description of Land

Lot 4, Candlewood Hills, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska.