

Document No.

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SUBMITTED_TITLECORE NATIONAL, LLC

FILED SARPY CO. NE.
INSTRUMENT NUMBER

2016-29557

2016 Nov 15 10:34:20 AM

Sheryl J. Dowling

REGISTER OF DEEDS



This document was drafted by:
Paul R. Jonas, Esq.
Michael Best & Friedrich LLP
One South Pinckney Street, Suite 700
P.O. Box 1806
Madison, WI 53701-1806

Return to:

Boldt Capital, LLC
c/o Ben Visser
1110 N. Old World 3rd Street, Suite 610
Milwaukee, WI 53203

AMENDMENT TO DEED RESTRICTION

WHEREAS, on March 10, 2016, El Jamal Properties, LLC ("El Jamal") acquired from Walgreen Co. ("Walgreens") certain property located in the County of Sarpy, Nebraska ("Property"), which Property is described in that certain warranty deed ("Deed") recorded in the office of the Register of Deeds of Sarpy County, Nebraska on March 21, 2016 as instrument no. 2016-05829, a copy of which is attached hereto as Exhibit A; and

WHEREAS, the Deed contains certain restrictions (the "Existing Restrictions") prohibiting the use of the Property by El Jamal and its successors and assigns for the purpose of operating a pharmacy thereon; and

WHEREAS, El Jamal desires to transfer the Property to Omaha Southern Pine Properties, LLC or assigns ("OSPP"); and

WHEREAS, in order to facilitate OSPP's acquisition of the Property from El Jamal and OSPP's intended use of the Property, Walgreen's, OSPP, and El Jamal have agreed to amend the Existing Restrictions to the Deed.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein and other good and valuable consideration, the sufficiency of which is acknowledged by the parties hereto, the parties hereby agree as follows:

1. Existing Terms and Conditions. Except as set forth herein, all restrictions, terms and conditions contained in the Deed shall remain in place and continue on in full force and effect. In the case of any conflict between the Deed and the terms of this Amendment to Deed Restriction ("Amendment"), the terms of this Amendment shall control.

2. Use of the Property. The undersigned parties hereby agree that to facilitate OSPP's acquisition and intended use of the Property paragraph (2) of the deed is deleted in its entirety and replaced with the following:

"(2) the Property shall be conveyed subject to the following restrictions (except in the event that Seller or Seller's affiliates shall again become a tenant or owner of the Property): the operation of a drug store or a so-called prescription pharmacy or prescription ordering, processing or delivery facility, whether or not a pharmacist is present at such facility, or for any other purpose requiring a qualified pharmacist or other person authorized by law to dispense medicinal drugs, directly or indirectly, for a fee or remuneration of any kind, **other than as an incidental part of a medical, dental, physician, surgical or chiropractic office(s), which shall not be restricted by this subsection.** Said restrictions shall remain in effect for as long as allowed by law."

3. Covenants Running with the Land. The terms and conditions of this Amendment shall constitute covenants running with the Property and shall be binding upon all parties hereto and to any future owners of the Property, and to the successors and assigns of each.

4. Right to Bind. Walgreens, OSPP, and El Jamal agree that each party hereto has the right to bind the Property as described herein, as well as the authority and ability to fulfill all of the other covenants contained in this Amendment, and that no other third-party consents or acknowledgements are otherwise required.

5. Governing Law. This document shall be construed and enforced in accordance with the internal laws of the State of Nebraska.

[Signatures on Next Pages Following]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Deed Restriction effective as of the 24th day of October, 2016.

WALGREEN CO.

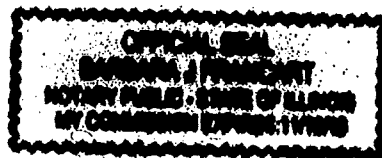
By: [Signature]
Name: Richard Ashworth
Its: President

STATE OF Illinois }
COUNTY OF Lake } SS.

I, the undersigned a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Richard Ashworth, being the President of Walgreen Co., personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and Notary Seal, this 21st day of October, 2016

Barbara J. Francart
Print Name: Barbara J. Francart
Notary Public, State of Illinois
My Commission Expires: 11/10/2018



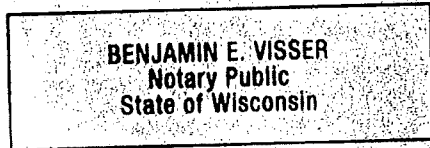
OMAHA SOUTHERN PINE PROPERTIES,
LLC

By: [Signature]
Name: James R. Klenfeldt
Its: Manager

STATE OF Wisconsin }
COUNTY OF Milwaukee } SS.

I, the undersigned a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named James R. Klenfeldt, being the Manager of Omaha Southern Pine Properties LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and Notary Seal, this 24th day of October, 2016.



[Signature: Benjamin E. Visser]
Print Name: Benjamin E Visser
Notary Public, State of Wisconsin
My Commission Expires: 5/28/18

By: Khalil Eljamal
Name: Khalil Eljamal
Its: Managing Member

Given under my hand and Notary Seal, this 24 day of Oct, 2016

Print Name: Karly Schmitt
Notary Public, State of Nebraska
My Commission Expires: 9-28-2016