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VERIFY: LL  
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CHG: INGEO  
SUBMITTED: Old Republic Title RIS

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INSTRUMENT NUMBER  
**2014-23623**  
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*Clay J. Dowling*  
REGISTER OF DEEDS  


**THIS DOCUMENT PREPARED BY:**

**DYKEMA GOSSETT PLLC** <sup>(2)</sup>  
Nicholas J. Winters, Esq.  
39577 Woodward Avenue, Suite 300  
Bloomfield Hills, Michigan 48304-5086

**AFTER RECORDING, RETURN TO:**

WHEN RECORDED RETURN TO:  
COUNTY CLERK  
ATTENTION: RECORDS SECTION  
SARPY COUNTY, NEBRASKA  
400 N. 10TH STREET  
LINCOLN, NE 68508  
01-14062539 Mac

**CONSENT, NONDISTURBANCE AND ATTORNMENT AGREEMENT**

**See Exhibit "A" for Legal Description**

**THIS CONSENT, NONDISTURBANCE AND ATTORNMENT AGREEMENT** (this "Agreement") is dated this 8<sup>th</sup> day of October, 2014, by and between **GLOBAL SIGNAL ACQUISITIONS IV LLC**, a Delaware limited liability company, with a notice address of c/o Crown Castle USA Inc., E. Blake Hawk, General Counsel, Attn: Legal – Real Estate Department, 2000 Corporate Drive, Canonsburg, Washington County, Pennsylvania 15317 (hereinafter "Grantee"); **SOUTHROADS SHOPPING CENTER LIMITED LIABILITY COMPANY**, a Delaware limited liability company, with a notice address of 1001 Fort Crook Road N., #140, Bellevue, Nebraska 68005 (hereinafter "Assignor"); and **CORE BANK**, the successor in interest by way of merger to Omaha State Bank, with a notice address of 12100 W. Center Road, Omaha, Nebraska 68144 (hereinafter "Lender").

**RECITALS:**

**WHEREAS**, **STC Five LLC**, a Delaware limited liability company ("**STC Five**"), is in possession of that certain property (the "**Property**") more specifically described on **Exhibit A** attached hereto, pursuant to that certain PCS Site Agreement dated June 22, 2000, currently by and between **STC Five**, as tenant, and **Assignor**, as landlord (the "**Lease Agreement**"), a

memorandum of which was recorded on November 20, 2001 as Instrument Number 2001-38432 with the Sarpy County Register of Deeds, as amended by that certain First Amendment to PCS Site Agreement dated August 13, 2012, a memorandum of which was recorded on August 28, 2012 as Instrument Number 2012-26042 with the Sarpy County Register of Deeds (hereinafter, the Lease Agreement, as the same may have been amended and/or assigned, is referred to as the “Lease”);

**WHEREAS**, Assignor is the current tenant under that certain lease dated June 29, 1965, currently by and between Steven W. Seline, George H. Krauss, Bradley A. Tribulato and Joseph Mandolfo, as Co-Trustees of the Baer Family Irrevocable Life Insurance Trust I dated May 5, 1994 (“**Baer Trust**”), as landlord, and Assignor, as tenant (the “**Prime Lease**”), which Prime Lease includes the Property as part of the premises demised thereunder;

**WHEREAS**, pursuant to the terms of a Grant of Easement and Assignment of Lease by and among Baer Trust, Assignor, and Grantee (the “**Easement**”), Grantee is obtaining (a) from Baer Trust, a perpetual easement over the Property, and (ii) from Assignor, an assignment (the “**Assignment**”) of Assignor’s interest in the Lease;

**WHEREAS**, the Easement provides that (a) the Prime Lease, to the extent it pertains to the Property, shall be subject and subordinate to the Easement, and (b) Assignor waives, releases, and relinquishes any and all tenancy and possessory rights under the Prime Lease with respect to the portion of the Property (the “**Tower Area**”) over which Grantee has been granted an exclusive, perpetual easement by Baer Trust (clauses (a) and (b) are referred to herein collectively as the “**Subordination**”);

**WHEREAS**, the Property is part of a parcel which is encumbered by one or more mortgages, deeds of trust, deeds to secure debt or similar security agreements (collectively, the “**Security Instrument**”) from Assignor in favor of Lender, notices of which were recorded in the following Instrument Numbers with the Sarpy County Register of Deeds: **2007-01735, 2007-01734, 2007-01736, 2008-04529, 2008-06336, 2008-08240, 2008-04531, 2008-06338, 2008-31353, 2009-01433, 2008-31354, 2011-13065, 2011-13066, 2011-13067, 2011-13068, 2011-13092, and 2011-13093**; and

**WHEREAS**, the parties desire to establish certain rights, safeguards, obligations and priorities with regard to their respective interests by means of this Agreement and are willing to so agree on the terms and conditions hereafter provided.

**NOW THEREFORE**, in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged and for other good and valuable consideration, the parties, intending to be legally bound hereby, covenant and agree as follows:

1. Consent. Lender consents to the Easement, the Assignment, and the Subordination.

2. Nondisturbance. So long as the Easement is in full force and effect and Grantee is not in material default of any of its terms, obligations, covenants or conditions under the Easement, Lender agrees for itself and its successors in interest and for any other person acquiring title to Assignor's leasehold interest in the Property through a conveyance (an "Acquiring Party"), that the right of possession of the Property and all other rights of Grantee under the Easement, Assignment, and Subordination shall remain in full force and effect and shall not be affected or disturbed by Lender in the exercise of its rights under the Security Instrument during the term of the Easement, by reason of a Conveyance as defined herein. For purposes of this agreement, a "Conveyance" shall mean any of the following, including, but not limited to, any exercise by Lender of its rights under the Security Instrument, including a foreclosure, sheriff's or trustee's sale under the power of sale contained in the Security Instrument, the termination of the Prime Lease or any superior lease of the Property and any other transfer, sale or conveyance of the Assignor's interest in the Property under peril of foreclosure, including, without limitation to the generality of the foregoing, an assignment or sale in lieu of foreclosure. Lender or any Acquiring Party and Grantee agree that any Conveyance shall be made subject to the Easement, the Assignment, the Subordination, and the rights of Grantee under the Easement, the Assignment, and the Subordination, and the parties shall be bound to one another and have the same remedies against one another for any breach of the Easement and the Assignment as such parties had before the Conveyance; provided however, that Lender or any Acquiring Party shall not be liable for any act or omission of any prior land owner. Lender will not join any land owner as a party in any action or proceeding to foreclose unless such joinder is necessary to foreclose on the Security Instrument and then only for such purpose and not for the purpose of terminating the Easement or voiding the Assignment or the Subordination.

3. Attornment. Upon receipt by Grantee of notice to attorn from Lender or any Acquiring Party, along with reasonable supporting documentation, the parties agree to not seek to terminate the Easement or void the Assignment or the Subordination, to remain bound by the Easement, the Assignment, and the Subordination, and Grantee agrees to attorn to, accept and recognize Lender or any Acquiring Party as the tenant under the Prime Lease. The parties agree, however, to execute and deliver, at any time and from time to time, upon the request of another party any reasonable instrument which may be necessary or appropriate to evidence such attornment.

4. Release of Lease. To the extent the Security Instrument in any way includes the Lease or any other lease related to communications towers, antennas, and related equipment on the Property (the Lease and such other leases are collectively referred to herein as the "Easement Leases"), including the rents, profits, and revenue derived from the Easement Leases as security for the debt evidenced by the Security Instrument, the Easement Leases and the rents, profits, and revenue derived therefrom are hereby released and forever discharged from the lien evidenced by the Security Instrument, it being intended that the Easement Leases and the rents, profits, and revenue derived therefrom, can, and shall be conveyed to Grantee by Assignor simultaneously with the execution of the Easement, free and clear of the lien evidenced by the Security Instrument. Furthermore, in the event Assignor has previously assigned any rights, rents, profits, and revenue from the Easement Leases to Lender, the Lender hereby reassigns such rights, rents, profits, and revenue to Grantee.

5. Limitation. This Agreement shall not apply to any equipment, trade fixtures or other personal property now or hereafter located on or affixed to the Property or any portion thereof regardless of the manner in which same are attached or affixed to the Property and Lender hereby expressly waives any interest in same, agrees that the same do not constitute realty and acknowledges that Grantee is authorized to remove said personal property.

6. Binding Effect. This Agreement will be binding upon and will inure to the benefit of the successors and assigns of the parties hereto or any person or entity which acquires title to or the right to possession of the Property whether directly or indirectly through Lender and to any assignees, licensees, agents, sublease holders, tenants or subtenants of Grantee. Furthermore, in the event Grantee assigns its right to purchase the Easement and Assignment to a third party, Grantee shall have the right to assign its rights and interest in this Agreement to such third party without the consent of Lender and Assignor.

7. Notices. All notices which are required or permitted to be given or served hereunder shall be in writing and shall be deemed to have been given or served (a) by hand delivery on the date of hand delivery; (b) one business day after delivery to an overnight courier for next business day delivery or (c) three days after deposit in United States Mail via certified mail, return receipt requested to the address given above. Any party hereto may change the address set forth above from time to time by serving written notice of the change upon the other parties hereto.

8. Counterparts. This Agreement may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be deemed to constitute one and the same instrument.

9. Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State where the Property is located.

[remainder of page intentionally left blank; signatures begin on the following page]





**LENDER:**

**CORE BANK,**

the successor in interest by way of merger to Omaha State Bank

By:

[Signature]

Print Name:

John C Sorrell

Print Title:

President / CEO

Date:

10/8/14

**ACKNOWLEDGEMENT**

STATE OF Nebraska )  
 ) SS  
COUNTY OF Douglas )

On this, the 8 day of October, 2014, before me Sharon M. Stacy, Notary Public, the undersigned officer, personally appeared John C. Sorrell, who acknowledged him/herself to be the President / CEO of Core Bank, the successor in interest by way of merger to Omaha State Bank, and that he/she, being authorized to do so, executed the foregoing Consent, Nondisturbance and Attornment Agreement for the purposes therein contained.

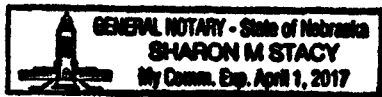
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Sharon M. Stacy

Sharon M. Stacy  
Notary Public, State of Nebraska, County of Douglas

My Commission Expires: 4/1/17

[SEAL REQUIRED]



**EXHIBIT A**

**(Description of Property)**

**Tower Area:**

A 50 foot by 50 foot parcel, situated in part of Section 14, Township 14 North, Range 13 East, in Sarpy County, Nebraska, more particularly described as follows:

COMMENCING at the Northwest Corner Lot 13, LAWNDALE; thence South 52°27'55" West, a distance of 15.00 feet (Found 3/4" Pinch Pipe); thence South 37°32'05" East, a distance of 95.29 feet; thence South 53°38'43" West, a distance of 24.38 feet to the POINT OF BEGINNING; thence South 36°21'17" East, a distance of 50.00 feet; thence South 53°38'43" West, a distance of 50.00 feet; thence North 36°21'17" West, a distance of 50.00 feet; thence North 53°38'43" East, a distance of 50.00 feet to the POINT OF BEGINNING. Containing 2,500 square feet (0.05± acres).

**Together with the following non-exclusive easement for access and utilities:**

A 20 foot wide Non-Exclusive Access/Utility Easement, situated in part of Section 14, Township 14 North, Range 13 East, in Sarpy County, Nebraska, lying 10.00 feet on each side of the following described centerline:

COMMENCING at the Northwest Corner Lot 13, LAWNDALE; thence South 52°27'55" West, a distance of 15.00 feet (Found 3/4" Pinch Pipe); thence South 37°32'05" East, a distance of 95.29 feet; thence South 53°38'43" West, a distance of 84.38 feet to the POINT OF BEGINNING of said centerline; thence South 36°21'17" East, a distance of 40.88 feet; thence South 53°38'43" West, a distance of 29.69 feet; thence South 68°00'54" West, a distance of 291.67 feet; thence South 86°24'58" West, a distance of 253.96 feet; thence South 02°36'12" East, a distance of 44.94 feet to the North Right of Way line of CHILDS ROAD (Public Right of Way) as it currently exists and the POINT OF TERMINATION. Containing 13,223 square feet (0.30± acres).

Part of Tax Parcel Identification Number: 010508732

Common Address: 1001 Fort Crook Road N., Bellevue, Nebraska 68005