



MISC 2017026068



APR 06 2017 14:38 P 8

Fee amount: 52.00
FB: 61-28239
COMP: MS

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
04/06/2017 14:38:47.00



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RIGHT OF FIRST REFUSAL AGREEMENT

This Right of First Refusal Agreement (“Agreement”) is dated as of the 30th day of March, 2017 and is made by and between OAK VIEW ASSOCIATES, LLC, a Nebraska limited liability company and VALIDUS GROUP II, LLC, a Nebraska limited liability company (collectively, “Oak View”) and CITYLIGHT CHURCH OF THE CHRISTIAN & MISSIONARY ALLIANCE (“CityLight”).

WHEREAS, Oak View owns that certain condominium unit legally described on Exhibit A attached hereto and incorporated herein (“Oak View Property”); and

WHEREAS, CityLight owns that certain condominium unit legally described on Exhibit B attached hereto and incorporated herein (“CityLight Property”)

WHEREAS, Oak View desires to grant to CityLight a right of first refusal over the Oak View Property, and CityLight desires to grant to Oak View a right of first refusal over the CityLight Property, in accordance with the terms set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Oak View Property Right of First Refusal.

a. In the event Oak View receives and intends to accept a bona fide offer to purchase or makes an offer to sell any or all of the Oak View Property at any time and from time to time on or after the date hereof to or from any person or entity (an “Oak View Offer”), Oak View shall promptly so notify CityLight together with a true and correct copy of the Oak View Offer. In submitting the Oak View Offer to CityLight, Oak View shall segregate the price and the terms of the Oak View Offer for that Oak View Property from the price and other terms connected with any additional property included in the Oak View Offer. CityLight may, at CityLight’s option and within fifteen (15) days after receipt of Oak View’s notice of the Oak View Offer and receipt of a copy thereof, offer to purchase the Oak View Property at the price and upon the terms and conditions as are contained in the Oak View Offer, in which event, Oak View shall sell the Oak View Property to CityLight upon said terms and conditions and said price. Oak View covenants that it shall not accept such an Oak View Offer, make any Oak View Offer, or convey the Oak View Property until it has complied with the terms of this Agreement. Any conveyance of the Oak View Property made in the absence of full satisfaction of this

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Agreement shall be void. CityLight may enforce this Agreement, without limitation, by injunction, specific performance or other equitable relief.

b. CityLight's election not to exercise its right of first refusal shall not prejudice CityLight's rights hereunder as to any further or modified Oak View Offer. Any material change to the Oak View Offer following CityLight's election not to exercise its right of first refusal shall constitute a new Oak View Offer subject to the terms of this Section. The terms and conditions contained in this Section shall be binding upon the heirs, personal representatives, successors and assigns of Oak View.

c. Notwithstanding anything contained herein to the contrary, the terms of this Section are not applicable to any deed in lieu of foreclosure (or any subsequent sale by the grantee of such deed in lieu of foreclosure) or to any foreclosure of the Oak View Property (or any subsequent sale by the lienholder if the lienholder is the successful purchaser at the foreclosure sale) but shall be effective and applicable to all subsequent sales or conveyances.

2. CityLight Property Right of First Refusal.

a. In the event CityLight receives and intends to accept a bona fide offer to purchase or makes an offer to sell any or all of the CityLight Property at any time and from time to time on or after the date hereof to or from any person or entity (an "CityLight Offer"), CityLight shall promptly so notify Oak View together with a true and correct copy of the CityLight Offer. In submitting the CityLight Offer to Oak View, CityLight shall segregate the price and the terms of the CityLight Offer for the CityLight Property from the price and other terms connected with any additional property included in the CityLight Offer. Oak View may, at Oak View's option and within fifteen (15) days after receipt of CityLight's notice of the CityLight Offer and receipt of a copy thereof, offer to purchase the CityLight Property at the price and upon the terms and conditions as are contained in the CityLight Offer, in which event, CityLight shall sell the CityLight Property to Oak View upon said terms and conditions and said price. CityLight covenants that it shall not accept such a CityLight Offer, make any CityLight Offer, or convey the CityLight Property until it has complied with the terms of this Agreement. Any conveyance of the CityLight Property made in the absence of full satisfaction of this Agreement shall be void. Oak View may enforce this Agreement, without limitation, by injunction, specific performance or other equitable relief.

b. Oak View's election not to exercise its right of first refusal shall not prejudice Oak View's rights hereunder as to any further or modified CityLight Offer. Any material change to the CityLight Offer following Oak View's election not to exercise its right of first refusal shall constitute a new CityLight Offer subject to the terms of this Section. The terms and conditions contained in this Section shall be binding upon the heirs, personal representatives, successors and assigns of CityLight.

c. Notwithstanding anything contained herein to the contrary, the terms of this Section are not applicable to any deed in lieu of foreclosure (or any subsequent sale by the grantee of such deed in lieu of foreclosure) or to any foreclosure of the CityLight Property (or any subsequent sale by the lienholder if the lienholder is the successful purchaser at the foreclosure sale) but shall be effective and applicable to all subsequent sales or conveyances.

3. Notices. All notices must be in writing and shall be given by (i) certified or registered U.S. Mail, postage pre-paid, addressed as follows, (ii) overnight courier, or (iii) personal delivery to the

following addresses. Notices shall be deemed to have been made upon receipt or rejection of the notice by the addressee.

All notices to CityLight shall be directed to:
To the CityLight Property

With a copy to:
CityLight Church of the Christian & Missionary Alliance
4383 Nicholas Street, Ste. 120
Omaha, NE 68131

All notices to Oak View shall be directed to:

2410 S. 140th Cir.
Omaha, NE 68144

or to such other persons or addresses as either party shall hereafter designate by notice given from time to time in accordance with this Section.

4. Recordation. This Agreement may be recorded by any party hereto.

5. Miscellaneous.

a. Construction; Severability; Entire Agreement; Binding Effect; Governing Law. The section headings herein are solely for convenience and shall in no way be deemed to affect the meaning or construction of any part hereof. If any provision or provisions of this Agreement shall be unlawful, then such provision or provisions shall be null and void, but the remainder of the Agreement shall remain in full force and effect and binding on the parties hereto. This Agreement constitutes the entire understanding and agreement between the parties and may not be amended, supplemented, or modified except by a writing executed by both of the parties. This Agreement shall be binding upon, and shall benefit, the parties. This Agreement and all related documents shall be governed by the laws of the State of Missouri.

b. Time of Essence. Time shall be of the essence in this Agreement.

c. Attorneys' Fees and Costs. In the event either party to this Agreement commences a legal proceeding to enforce any of the terms of this Agreement or any rights under this Agreement, the prevailing party in such action shall be entitled to recover actual attorneys' fees and costs from the other party.

d. Binding Nature. This Agreement shall be binding upon and inure to the benefit of the legal representatives, heirs, successors and assigns of Oak View and CityLight. The parties agree that this Agreement shall continue in full force and effect unless and until terminated by all parties subject to the terms and conditions hereof, or the purchase of Oak View's Property by CityLight, whichever shall occur first.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

OAK VIEW:

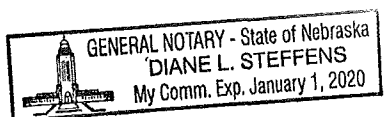
OAK VIEW ASSOCIATES, LLC, a Nebraska limited liability company

By: Pearson Investment Properties, LLC, a Nebraska limited liability company, Manager

By: James R. Pearson
James R. Pearson, Managing Member

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledge before me this 30th day of March, 2017 by James R. Pearson, Managing Member of Pearson Investment Properties, LLC, a Nebraska limited liability company, as the Manager of Oak View Associates, LLC, a Nebraska limited liability company, on behalf of Oak View Associates, LLC.

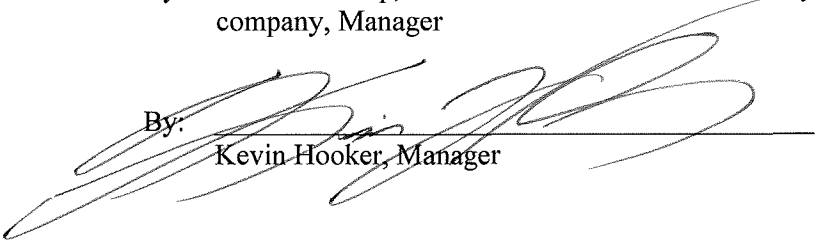


Diane L. Steffens
Notary Public

My Commission Expires:

VALIDUS GROUP II, LLC, a Nebraska limited liability company


By: Validus Group, LLC a Nebraska limited liability company, Manager

By: 
Kevin Hooker, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledge before me this 30th day of March, 2017 by Kevin Hooker, Manager of Validus Group, LLC, a Nebraska limited liability company, as the Manager of Validus Group II, LLC, a Nebraska limited liability company, on behalf of Validus Group II, LLC.




Notary Public

My Commission Expires:

CITYLIGHT:

CITYLIGHT CHURCH OF THE CHRISTIAN & MISSIONARY ALLIANCE, a Nebraska nonprofit corporation

By: [Signature]
Name: Gravin D. Johnson
Title: Pastor

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledge before me this 31 day of March, 2017 by Gravin D. Johnson, the Lead Pastor/President of CityLight Church of the Christian & Missionary Alliance, a Nebraska nonprofit corporation, on behalf said nonprofit corporation.

[Signature: Lori S. Eccleston]
Notary Public

My Commission Expires:
June 29 2018

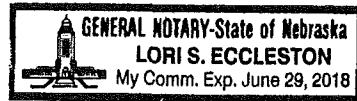


Exhibit A to Right of First Refusal Agreement

Legal Description of Oak View's Property

Unit 2 of the Oakview Drive Condominiums property regime organized under the laws of the State of Nebraska, pursuant to Declaration of Oakview Drive Condominiums, recorded ~~March~~ ^{April 3}, 2017 at Instrument No. 2017024878, including all common elements and limited common elements allocable to the above identified Unit, and vested in the Unit owner pursuant to Neb. Rev. Stat. 76-827.

Exhibit B to Right of First Refusal Agreement

Legal Description of CityLight's Property

Unit 1 of the Oakview Drive Condominiums property regime organized under the laws of the State of Nebraska, pursuant to Declaration of Oakview Drive Condominiums, recorded ~~March~~ April 3, 2017 at Instrument No. 2017024878, including all common elements and limited common elements allocable to the above identified Unit, and vested in the Unit owner pursuant to Neb. Rev. Stat. 76-827.