

11-23-17

Inst # 2017053699 Wed Dec 27 09:11:38 CST 2017
Filing Fee: \$64.00
Lancaster County, NE Assessor/Register of Deeds Office NOTICE
Pages 10



After recording return to:

Seacrest & Kalkowski, PC, LLO
1128 Lincoln Mall, Suite 105
Lincoln, NE 68508

RIGHTS OF REFUSALS

This Rights of Refusals ("**Agreement**") is made as of December 22, 2017 by and between Lincoln Commercial Club, LLC, a Nebraska limited liability company, and its successors and assigns (collectively "**LCC**"), Cas-Neb-neda, LLC, a Nebraska limited liability company, and its successors and assigns (collectively "**CAS**") and Commercial Club Enterprises, LLC, a Nebraska limited liability company, and its successors and assigns (collectively "**Enterprises**"). "**Party**" shall mean LCC, CAS and Enterprises individually and "**Parties**" shall mean LCC, CAS and Enterprises collectively.

1. Definitions. The following are defined terms. Other paragraphs of this Agreement contain numerous refinements, qualifications and/or exceptions; all other defined terms are as shown in other provisions of this Agreement or the Declaration of 200 & 216 N. 11th Street Condominium, dated as of December 26, 2017 and filed of record as Instrument Number 2017053599 in the Lancaster County Register of Deeds Office, in Lincoln, Nebraska 68508. ("**Declaration**"). The Declaration is incorporated herein by this reference.
2. Kindler Condo Unit Legal Description. The legal description of the Kindler Condo Unit is Unit N100, 200 & 216 N. 11th Street Condominium, a Nebraska condominium property regime, Lincoln, Lancaster County, Nebraska; according to the Declaration of 200 & 216 N. 11th Street Condominium, recorded December 26, 2017 as Inst. No. 2017053599 in the records of Lancaster County, Nebraska, as may be amended from time to time. The 200 & 216 N. 11th Street Condominium is located upon the Lots 7 and 8, Block 36, Original City of Lincoln, Lancaster County, Nebraska.
3. LCC Condo Unit Legal Description. The legal description of the LCC Condo Unit is Units S100 and S200, 200 & 216 N. 11th Street Condominium, a Nebraska condominium property regime, Lincoln, Lancaster County, Nebraska; according to the Declaration of 200 & 216 N.

11th Street Condominium, recorded December 26, 2017 as Inst. No. 2017053599 in the records of Lancaster County, Nebraska, as may be amended from time to time. The 200 & 216 N. 11th Street Condominium is located upon the Lots 7 and 8, Block 36, Original City of Lincoln, Lancaster County, Nebraska.

4. Enterprises Condo Unit Legal Description. The legal description of the Enterprises Condo Unit is Unit S300-~~400~~, 200 & 216 N. 11th Street Condominium, a Nebraska condominium property regime, Lincoln, Lancaster County, Nebraska; according to the Declaration of 200 & 216 N. 11th Street Condominium, recorded December 26, 2017 as Inst. No. 2017053599 in the records of Lancaster County, Nebraska, as may be amended from time to time. The 200 & 216 N. 11th Street Condominium is located upon the Lots 7 and 8, Block 36, Original City of Lincoln, Lancaster County, Nebraska.
5. Rights of Refusals. The Parties hereby grant the following first right of refusals, second right of refusals and third right of refusals (individually and collectively **"Rights of Refusal"**):

Kindler Condo Unit	NA	Second Right of Refusal	First Right of Refusal	Third Right of Refusal
LCC Condo Unit	First Right of Refusal	NA	Second Right of Refusal	Third Right of Refusal
Enterprises Condo Unit ¹	First Right of Refusal	Third Right of Refusal	Put Option to require Nicolas B. Castaneda to buy	Second Right of Refusal
5th Floor Condo Unit ²	Second Right of Refusal	Third Right of Refusal	First Right of Refusal	NA

Notes:

¹ Included within Enterprises Condo Unit is the Fifth-Floor Air Rights.

² 5th Floor Condo Unit--only if formally created and residential dwelling(s) have been constructed on the 5th Floor Condo Unit.

a. First Right of Refusal. Said Party's first right of refusal shown on the chart above (**"First Right of Refusal"**) shall be exercisable in the event (a) a condominium unit owner (**"Selling Owner"**) receives an executed written offer to purchase said applicable condominium unit (**"Selling Condo Unit"**) from a third party on terms acceptable to the Selling Owner or (b) the Selling Owner delivers to a third party an executed written offer to sell the Selling Condo Unit on terms acceptable to the third party. The Selling Owner shall then immediately deliver said written offer to purchase

or written offer to sell to the other Parties. The Party having the First Right of Refusal as shown in the chart above shall have five (5) business days (excluding Saturday, Sunday and State of Nebraska or federal holidays) ("**Five Day Period**") after receiving a copy of said written offer to purchase or written offer to sell to then deliver written notice to the Selling Owner that the Party having the First Right of Refusal agrees to step into the position of the third party under the same terms and conditions as said written offer to purchase or written offer to sell and said Party is hereafter referred to as "**Buying Owner**". The Selling Owner and Buying Owner shall then close on the Selling Condo Unit based upon said written offer to purchase or written offer to sell.

b. Second Right of Refusal. Said Party's second right of refusal ("**Second Right of Refusal**") shown on the chart above shall be subject to the First Right of Refusal described in Paragraph 5 a. above and shall be exercisable in the event the Party with the First Right of Refusal does not exercise the First Right of Refusal within the Five-Day Period. The Party having the Second Right of Refusal as shown in the chart above shall deliver written notice to the Selling Owner within the Five Day Period that, in the event the Party with the First Right of Refusal does not exercise the First Right of Refusal, the Party having the Second Right of Refusal agrees to step into the position of the third party under the same terms and conditions as said written offer to purchase or written offer to sell and said Party is hereafter referred to as "**Buying Owner**". The Selling Owner and Buying Owner shall then close on the Selling Condo Unit based upon said written offer to purchase or written offer to sell.

c. Third Right of Refusal. Said Party's third right of refusal ("**Third Right of Refusal**") shown on the chart above shall be subject to the First Right of Refusal described in Paragraph 5 a. above and the Second Right of Refusal described in Paragraph 5 b. above and shall be exercisable in the event the Party with the First Right of Refusal does not exercise the First Right of Refusal and the Party with the Second Right of Refusal does not exercise the Second Right of Refusal within the Five-Day Period. The Party having the Third Right of Refusal as shown in the chart above shall deliver written notice to the Selling Owner within the Five Day Period that, in the event the Party with the First Right of Refusal and the Party with the Second Right of Refusal do not exercise the First Right of Refusal and Second Right of Refusal, the Party having the Third Right of Refusal agrees to step into the position of the third party under the same terms and conditions as said written offer to purchase or written offer to sell and said Party is hereafter referred to as "**Buying Owner**". The Selling Owner and Buying Owner shall then close on the Selling Condo Unit based upon said written offer to purchase or written offer to sell.

6. No Consideration. The above Right or Refusals does not apply to or give rise in the event of a gift, bequeath, inheritance or a transfer for no consideration.
7. Termination. This Agreement shall be in effect upon the date written above and shall terminate on termination of the Declaration.
8. Interpretations. Any uncertainty or ambiguity existing herein shall not be interpreted against any applicable Party because such Party prepared any portion of this Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally.
9. Relationship of Parties. Neither the method of computation of funding nor any other provisions contained herein nor any acts of any Party shall be deemed or construed by a Party or by any third person to create the relationship of partnership or of joint venture or of any association, other than contractual relationships stated in this Agreement.
10. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their successors and permitted assigns.
11. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.
12. Entire Agreement. This Agreement contains the entire agreement of the Parties relating to the transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are merged herein. This Agreement cannot be modified or altered unless reduced to writing and consented to by all the undersigned Parties.
13. Further Assurances. Each undersigned Party will, whenever it shall be reasonably requested to do so by the other, promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, any and all such further conveyances, confirmations, instruments, or further assurances and consents as may be necessary or proper, to effectuate the covenants and agreements herein provided. Each of the undersigned Parties shall cooperate with the other and shall do any and all other acts and execute, acknowledge and deliver any and all documents so requested to satisfy the conditions set forth herein and carry out the intent and purposes of this Agreement.
14. Construction. Whenever used herein including acknowledgments, the singular shall be construed to include the plural, the plural the singular, and the use of any gender shall be construed to include and be applicable to all genders as the context shall warrant.

15. Controlling Documents. The Parties agree that in the event the terms of the Declaration and this Agreement are inconsistent, then the Declaration shall prevail.
16. Runs with the Land. This Agreement runs with the land, LCC Condo Unit, Kindler Condo Unit and Enterprises Condo Unit.
17. Put Option. Notwithstanding any contrary provision herein, this Agreement is subordinate, secondary and subject to the Put Option, dated this even date, by and between Nicolas B. Castaneda and Enterprises. In the event that the Owner of the Enterprises Condo Unit should elect to transfer the Enterprises Condo Unit after the fifth anniversary of this Agreement, then the Owner of the Enterprises Condo Unit shall have a put option ("Put Option") to require Nicolas B. Castaneda to purchase the Enterprises Condo Unit for the purchase price defined in the Put Option.
18. Notices. All notices, demands, elections, or other communications that any Party to this Agreement may desire or be required to be given hereunder shall be in writing and shall be given by hand, twenty-four (24) hours after deposit with a reputable overnight courier services, or forty-eight (48) hours after deposit in the United States mail, first class, postage prepaid, certified mail, return receipt requested, or twenty-four (24) hours after emailing with confirmation of delivery, to the addresses set forth below, or at such address as may be designated by the addressee upon written notice to the other party (herein called "**Notice**"):
- a. To LCC: Lincoln Commercial Club, LLC
 Attention: David Schmidt
 1225 L Street, Suite 501
 Lincoln, NE 68508
 dschmidt@concordemgmt.com
 - b. To CAS: Cas-Neb-neda, LLC
 Attention: Nicolas Castaneda
 9744 West Bell Road
 Sun City, AZ 85351
 nick777.castaneda@gmail.com
 - c. To Enterprises: Commercial Club Enterprises, LLC
 Attention: Donald Campbell
 Suite H, 1660 Tiburon Boulevard
 Tiburon CA 94920.
 Don@campbellsf.com


In addition, a Party may request or consent to notices to be sent by email, in addition to United States mail; provided that a Party's request or consent can be revoked at any time and is deemed revoked if two consecutive emails are returned as undelivered. All notices given pursuant to this Section shall be deemed to have been given (i) if delivered by hand on the date of delivery or on the date that delivery was received by the addressee, or (ii) if delivered by email, certified mail or by overnight courier, on the date of delivery as established by the return receipt or courier service confirmation (or the date on which the return receipt or courier service confirms that acceptance of delivery was received by the addressee).

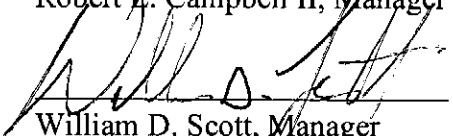
[The remaining space is intentionally left blank]

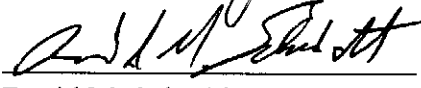
Executed as of the date written above by LCC:

"LCC"

Lincoln Commercial Club, LLC, a
Nebraska limited liability company

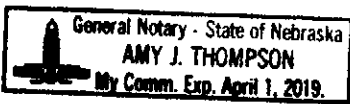
By: 
Robert E. Campbell II, Manager

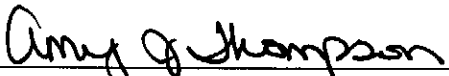
By: 
William D. Scott, Manager

By: 
David M. Schmidt, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

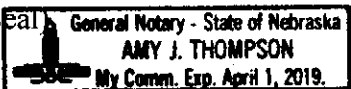
The foregoing instrument was acknowledged before me this 31 day of July, 2017 by Robert E. Campbell II, Manager of Lincoln Commercial Club, LLC, a Nebraska limited liability company, on behalf of the limited liability company.

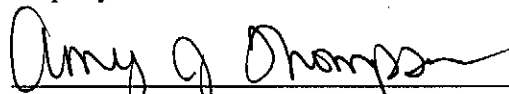
(Seal) 


Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 4 day of August, 2017 by William D. Scott, Manager of Lincoln Commercial Club, LLC, a Nebraska limited liability company, on behalf of the limited liability company.

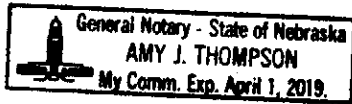
(Seal) 


Notary Public

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The foregoing instrument was acknowledged before me this 31 day of July, 2017 by David M. Schmidt, Manager of Lincoln Commercial Club, LLC, a Nebraska limited liability company, on behalf of the limited liability company.

(Seal)



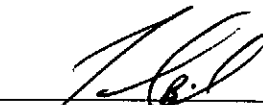
Amy G. Thompson
Notary Public

Executed as of the date written above by CAS:

"CAS"

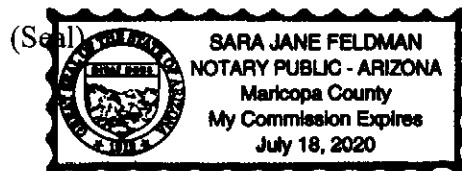
Cas-Neb-neda, LLC, a Nebraska limited liability company

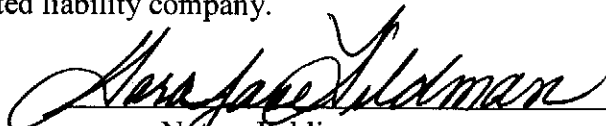
By:


Nicolas B. Castaneda, Manager

STATE OF Arizona)
COUNTY OF Maricopa) ss.

The foregoing instrument was acknowledged before me this 23 day of August, 2017 by Nicolas B. Castaneda, Manager of Cas-Neb-neda, LLC, a Nebraska limited liability company, on behalf of the limited liability company.




Notary Public

Executed by Enterprises as of the date written above.

"Enterprises"

Commercial Club Enterprises, LLC, a
Nebraska limited liability company

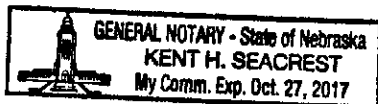
By:

Donald Miller Campbell, Manager

STATE OF Nebraska)
) ss.
COUNTY OF Lancaster)

The foregoing instrument was acknowledged before me this 26th day of August, 2017 by Donald Miller Campbell, Manager of Commercial Club Enterprises, LLC, a Nebraska limited liability company, on behalf of the limited liability company.

(Seal)



Kent Seacrest
Notary Public