

Dan Jolte

REGISTER OF DEEDS

2001 MAY 31 P 3:06

LANCASTER COUNTY, NE

INST. NO 2001

029105

\$12.00

HGBUCE

BLOCK
CODE
CHECKED
ENTERED
EDITED

AFFIDAVIT

STATE OF NEBRASKA)
)ss.
COUNTY OF LANCASTER)

I, Donald W. Linscott, being first duly sworn upon oath, hereby state:

1. That attached hereto is a true and correct ~~copy~~ [original] of an agreement dated September 1, 2000 ("Agreement"), executed by the undersigned and pertaining to the following described property:

Lots 1 and 2, Block 1, Horizon Business Center Addition, Lincoln, Lancaster County, Nebraska;
and

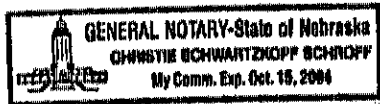
Lots 13 and 14, Block 1, Horizon Business Center Addition, Lincoln, Lancaster County,
Nebraska.

2. That the Agreement was entered into in connection with the purchase on September 5, 2000, by Michael D. Raasch of Lots 1 and 2, Block 1, Horizon Business Center Addition, Lincoln, Lancaster County, Nebraska.
3. That Section 1 of the Agreement is binding upon successor owners of said Lots 1 and 2, Block 1, Horizon Business Center Addition, Lincoln, Lancaster County, Nebraska.

Donald W. Linscott
Donald W. Linscott

STATE OF NEBRASKA)
)ss.
COUNTY OF LANCASTER)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 29th day of May, 2001, by Donald W. Linscott.



Christie Schwartzkopf Schropp
Notary Public

Scudder law
PO Box 81277
Lincoln, NE
68501

Agreement

This Agreement is entered into this 1 day of September, 2000 by and between **SOUTH INDUSTRIAL PARK LLC**, a Nebraska limited liability company, **SECURITY FINANCIAL LIFE INSURANCE CO.**, a Nebraska corporation, formerly known as The Security Mutual Life Insurance Company of Lincoln, Nebraska, (collectively, the "Sellers") and **Michael D. Raasch** (the "Buyer").

Background: Buyer and Seller are on this date closing on the sale and purchase of Lots 1 and 2, Horizon Business Center Addition, Lincoln, Lancaster County, Nebraska, pursuant to that certain Purchase Agreement dated May 24, 2000. In consideration of the closing of such agreement, and of the restrictive covenants that either have been or will be filed contemporaneous with the closing of the purchase, which covenants place restrictions upon the amendment of the Plat (as defined therein), the parties agree as follows:

1. Buyer, both for himself and any successor owner of Lots 1 and 2, hereby agrees that he will not oppose the efforts of the Seller in reconfiguring, re-platting, or seeking changes to the Use Permit governing the Property, with respect to Lots 13 and 14 owned by the Seller, so long as the aggregate buildable square footage for both Lots 13 and 14 does not exceed 40,000 square feet.

2. Sellers hereby agree that for so long as Buyer is the owner of Lots 1 and 2, Sellers will not oppose the efforts of the Buyer in reconfiguring, re-platting, or seeking changes to the Use Permit governing the Property, with respect to Lots 1 and 2, so long as the aggregate buildable square footage for both Lots 1 and 2 does not exceed 16,200 square feet.

SOUTH INDUSTRIAL PARK LLC

By: Lin-Keo Investment Co., L.L.C., Manager

By: Donald W. Linscott
Donald W. Linscott, member

SECURITY FINANCIAL LIFE INSURANCE CO., formerly
The Security Mutual Life Insurance Company of Lincoln,
Nebraska

By: Kevin W. Hammond
Kevin W. Hammond,
Vice President, Chief Investment Officer

By: William R. Schmeckle
William R. Schmeckle,
Vice President, Chief Financial Officer

Michael D. Raasch
Michael D. Raasch