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WHEN RECORDED MAIL TO:)
)
HUSCH BLACKWELL SANDERS)
1620 DOOSE ST SUITE 2100)
OMAHA NE 68102)
 Attention: JUDE J. BELLER, ESQ)

Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
 6/4/2009 13:46:24.16



2009057639

Above Space for Recorder's Use

TENANTS IN COMMON AGREEMENT

This TENANTS IN COMMON AGREEMENT (the "Agreement") is made and effective as of the 1 day of JUNE, 2009, by and among the parties listed on Exhibit A attached hereto (together with any other persons or parties who acquire fractional undivided co-ownership interests in the Property (as defined below) and assume the rights and obligations hereunder by written instrument, each sometimes referred to as a "Tenant in Common" and, collectively, the "Tenants in Common" or "Parties"), with reference to the facts set forth below:

RECITALS

A. The Tenants in Common will acquire the percentage of undivided interests set forth in Exhibit A in that certain real property and improvements commonly known as Financial Plaza located at 9140 West Dodge Road, Omaha, Nebraska, as more particularly described in Exhibit B attached hereto and incorporated herein (the "Property");

B. The Tenants in Common desire to enter into this Agreement to provide for the orderly administration of their rights and responsibilities as each to the other and as to others and for the operation and management of the Property.

C. The Tenants in Common intend to finance the acquisition of the Property and certain improvements thereon through Mutual of Omaha Bank, a federally chartered savings bank, and its successors and/or assigns (the "Lender") in the principal amount of \$ 4,850,000.00 (the "Loan") and pursuant to that certain Loan Agreement (the "Loan Agreement"), dated the 1st day of JUNE, 2009, and the Loan Documents as defined therein (the "Loan Documents").

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as set forth below.

1. Nature of Relationship Between Tenants in Common. The Tenants in Common shall each hold their respective undivided fractional interests (the "Interests") in the Property as tenants in common. The Tenants in Common do not intend by this Agreement to create a partnership, syndicate, group, pool, joint venture or other unincorporated organization among themselves, but merely to set forth the terms and conditions upon which each of them shall hold their respective Interests in the Property. Each Tenant in Common hereby elects to be excluded from the provisions of Subchapter K of Chapter 1 of the Internal Revenue Code of 1986, as amended (the "Code"), with respect to the joint ownership of the Property. The exclusion elected by the Tenants in Common hereunder shall commence with the execution of this Agreement. Each Tenant in Common hereby covenants and agrees that each Tenant in Common shall report on such Tenant in Common's respective Federal and state income tax returns such Tenant in Common's respective share of items of income, deduction and credits which result from holding the Property in a manner consistent with exclusion of the Tenants in Common from Subchapter K of Chapter 1 of the Code, commencing with the first taxable year of the tenancy-in-common created by this Agreement. No Tenant in Common shall notify the Commissioner of the Internal Revenue Service that such Tenant in Common desires that Subchapter K of the Code apply to the Tenants in Common and each Tenant in Common hereby agrees to indemnify, protect, defend and hold the other Tenants in Common free and harmless from all costs, liabilities, tax consequences and expenses, including, without limitation, attorneys' fees, which may result from such Tenant in Common so notifying the Commissioner in violation of this Agreement or otherwise taking a contrary position on any tax return. Except as expressly provided herein, no Tenant in Common is authorized to act as agent for, to act on behalf of, or to do any act that will bind, any other Tenant in Common.

2. Management. Concurrently with the acquisition of the Property, the Tenants in Common will enter into a Management Contract (the "Property Management Agreement") with The Lund Company ("Property Manager") respecting the operation of the Property in the form attached hereto as Exhibit D, which the Tenants in Common unanimously approve by their execution hereof. Pursuant to and as set forth in the Property Management Agreement, the Property Manager shall be the sole and exclusive manager of the Property to act as the agent of the Tenants in Common with respect to the management, operation, maintenance and leasing of the Property. Neither (a) the removal, withdrawal, termination or resignation of the Property Manager, (b) any assignment for the benefit of creditors by or the adjudication of bankruptcy of the Property Manager, nor (c) the termination of the Property Management Agreement shall cause the termination of this Agreement and this Agreement shall remain in full force and effect notwithstanding any such events. The Property Management Agreement must be renewed annually as provided therein. Any renewal or amendment of the terms of the Property Management Agreement, or appointment of any new, additional, or replacement Property Manager, must be unanimously approved by the Tenants in Common and the Lender. In connection with the power of attorney provided in Section 10.15, Jasper Stone Financial Plaza LLC is appointed by the Tenants in Common to be the sole party to receive notices under the Loan Documents, and hereby agrees to provide all such notices to the all of the Tenants in Common, and all Tenants in Common agree that a failure of Jasper Stone Financial Plaza LLC to properly give such notices shall not alter the effect of such notice under the Loan Documents.

3. Income and Liabilities. Except as otherwise provided herein and in the Property Management Agreement, all benefits and obligations of the ownership of the Property, including, without limitation, income, operating expenses, proceeds from any sale or refinancing or condemnation awards shall be shared by the Tenants in Common in proportion to their respective Interests in the Property. Without limiting the generality of the foregoing, in accordance with the Property Management Agreement, the Tenants in Common shall receive, within three (3) months of receipt by the Property Manager, all cash from operations of the Property after payment of expenses, in proportion to their respective Interests in the Property.

4. Obligations of the Tenants in Common. The Tenants in Common each agree to perform such acts as may be reasonably necessary to carry out the terms and conditions of this Agreement, including, without limitation:

4.1. Documents. Executing documents required in connection with a sale, financing or refinancing of the Property approved by the Tenants in Common in accordance with Section 5 below and such additional documents as may be required under this Agreement or may be reasonably required to effect the intent of the Tenants in Common with respect to the Property or any loans encumbering the Property.

4.2. Additional Funds. Each Tenant in Common will be responsible for its pro rata share (based on its Interest) of the expenses or future cash needed in connection with the ownership, operation, management and maintenance of the Property as required by any loan secured by the Property or as determined by the Property Manager pursuant to the Property Management Agreement (collectively, the "Property Expenses"); provided, however, that any determination by the Property Manager of Property Expenses needed for a matter or project (or series of related matters or projects) in an aggregate amount equal to or in excess of One Hundred Thousand Dollars (\$100,000) shall be subject to the approval of such Property Expenses by Tenants in Common owning more than fifty percent (50%) of the Interests.

5. Sale or Encumbrance of the Property.

5.1. Approval. The creation of any loan encumbering the Property or otherwise with respect to the Property, the consummation of any sale of the Property to third-party purchasers, the annual renewal of the Property Management Agreement, entering into any other management or brokerage agreements, and any other decision regarding the Property that in the opinion of the Property Manager is material to all of the Tenants in Common, shall be subject to the prior unanimous approval by the Tenants in Common. The Tenants in Common, by their execution or assumption of this Agreement, hereby approve the Loan as secured by the Property. The Property Manager shall be entitled to seek and negotiate the terms of permanent and other financing for the Property, including loans secured by the Property. The Property Manager shall solicit any approval required hereunder by written request to the Tenants in Common, and such approval shall be communicated by the Tenants in Common to the Property Manager by a written response to such written request. Any such written request of the Property Manager relating to a loan shall be accompanied by a copy of a loan commitment letter setting forth all the material terms of the transaction. Except with respect to transactions for which unanimous approval is required under this Agreement, including without limitation pursuant to Section 2, this Section 5, or Section 6, the Tenants in

Common will be bound by the vote of those Tenants in Common owning more than fifty percent (50%) of the Interests. The terms hereof shall also be subject to the deemed approval and consent provisions of Section 10.13.

5.2. Distribution of Loan or Sales Proceeds. Notwithstanding any other provisions of this Agreement, proceeds of a loan or sale shall be distributed at the closing of the loan or the sale as set forth below.

5.2.1. To the extent necessary, the proceeds shall first be used to pay in full any loans encumbering title to the Property;

5.2.2. The proceeds shall next be used to pay all outstanding costs and expenses incurred in connection with the holding, marketing, sale and management of the Property; and

5.2.3. Any proceeds remaining after payment of the items set forth in Sections 5.2.1 and 5.2.2 shall be paid as provided in Section 3.

6. Leases. No lease, lease amendment, or lease termination affecting all or any portion of the Property shall be entered into without the unanimous approval of the Tenants in Common.

7. Transfer or Encumbrance. Except as specifically provided in this Agreement or as limited by the Loan Documents, and subject to compliance with applicable securities laws and the terms of any loan (and associated loan agreement and documents) secured by the Property, each Tenant in Common may sell, transfer, assign, hypothecate or encumber, either by expressed agreement or by operation of law or otherwise, its Interest or any portion of such Interest of such Tenant in Common.

7.1. Voluntary Sale or Assignment. Should any Tenant in Common for any reason at any time desire to voluntarily sell or assign all or any part of its Interest, then and in that event the Tenants in Common agree that such sale or assignment shall be subject to the provisions of this Agreement. Any proposed sale shall be governed by the terms and conditions hereof, including the following:

7.1.1. Any Tenant in Common (the "Selling Tenant in Common") who desires to transfer all or any portion of the Interest owned by the Selling Tenant in Common (the "Offered Interest") and who has received a bona fide offer (the "Third Party Offer") from any person, corporation, partnership, or other legal entity, including any other Tenant in Common (the "Third Party"), to purchase the Offered Interest shall provide the other Tenants in Common with a copy of the Third Party Offer and a written offer to transfer to each of the other Tenants in Common a proportionate share of the Offered Interest on the terms set forth in the Third Party Offer (each a "TIC Offer"). Each Tenant in Common may elect to purchase its proportionate share of the Offered Interest. If a Tenant in Common does not elect to purchase a proportionate share of the Offered Interest then such Tenant in Common shall no longer be eligible to purchase any of the Offered Interest. If at least one, but not all, of the Tenants in Common elects to purchase its proportionate share of the Offered Interest, the proportionate share of the Offered Interest shall be recalculated based upon the Tenants in Common

remaining eligible to purchase the Offered Interest and a new proportionate share of the Offered Interest shall be reoffered to the Tenants in Common remaining eligible to purchase the Offered Interest (each a "Reoffer"). The Reoffers shall continue until all Tenants in Common remaining eligible to purchase the Offered Interest have elected to purchase a proportionate share of the Offered Interest or until there are no TIC Offers or Reoffers from eligible Tenants in Common to purchase a proportionate share of the Offered Interest. After a Tenant in Common has received a notice of a TIC Offer or a Reoffer pursuant to this paragraph, such Tenant in Common shall have ten (10) days to accept the TIC Offer or Reoffer contained in such notice. If a Tenant in Common accepts such TIC Offer or Reoffer as to the Offered Interest, then the Selling Tenant in Common and the Tenant(s) in Common who have accepted the TIC Offer or Reoffer simultaneously shall complete their respective purchases within sixty (60) days from the date that the last TIC Offer or Reoffer was accepted. Provided, however, the Tenants in Common who have accepted the TIC Offer or Reoffer must purchase 100% of the Offered Interest or the Selling Tenant in Common will have the right to sell 100% of the Offered Interest to the originally proposed Third Party transferee in accordance with the remainder of this paragraph. If, after all TIC Offers and Reoffers required by the preceding provisions of this paragraph have been made, there remain any Offered Interest as to which a TIC Offer or Reoffer has not been accepted by a Tenant in Common within the permitted time, then the Selling Tenant in Common shall be free for a period of one hundred eighty (180) days to transfer to the originally proposed Third Party transferee all (but not less than all) of the Offered Interest in accordance with the terms of the original Third Party Offer and not on any other terms; after the expiration of such one hundred eighty (180) day period, the preceding provisions of this paragraph again shall apply to any of the Offered Interest still owned by the Selling Tenant in Common. Any Offered Interest sold by a Selling Tenant in Common pursuant to this paragraph shall be subject to all of the terms of this Agreement, the Property Management Agreement, and the terms of any loan secured by the Property; and, before such sale is consummated, the purchaser of such Offered Interest, if not already a party to this Agreement, shall execute and deliver to the other Tenants in Common an instrument satisfactory to the other Tenants in Common by which such purchaser accepts the terms of this Agreement, the Property Management Agreement, and the terms of any loan secured by the Property and agrees to be bound by each of them thereby, effective upon such purchaser's receipt of the Offered Interest which such purchaser is acquiring.

7.1.2. Damages. The Parties hereby acknowledge and agree that it is impossible to measure in money the damages which will inure to a party hereto by reason of a failure to perform any of the obligations as recited under this Agreement. Therefore, if any party hereto shall institute any action or proceeding to enforce the provisions hereof, any person against whom such action or proceeding is brought hereby waives the claim or defense therein that such party has any adequate remedy at law, and such person shall not urge in any such action or proceeding the claim or defense that such remedy at law exists.

7.1.3. Specific Performance. The Interests cannot readily be purchased or sold in the open market, and for that reason, among others, the Parties will be irreparably damaged in the event that the terms of this Agreement are not specifically enforced. Should any dispute arise concerning the sale or disposition of an Interest, an injunction may be issued restraining any sale or disposition pending the determination of any such dispute. In the event of any controversy concerning the right or obligation to purchase or sell any of the Interests,

such right or obligation shall be enforceable in a court of equity by a decree of specific performance. Such remedy shall be, however, cumulative and not exclusive, and shall be in addition to any other remedy which the Parties may have.

7.1.4. The provisions of this Section 7.1 shall not apply to a transfer by a Tenant in Common to an affiliate of such Tenant in Common. For purposes of this Agreement as to any person or entity an “affiliate” shall be any other person or entity which, directly or indirectly, is in control of, is controlled by, or under common control with such person or entity. For purposes of this definition, a person or entity shall be deemed to be “controlled by” a person or entity if such person or entity possesses, directly or indirectly, power either to vote 50% or more of the securities having ordinary voting power for the election of directors of such person or entity or to direct or cause the direction of the management of such person or entity.

7.2. Deemed Offer. In the event that Tenants in Common holding sixty-six and two thirds percent (66 2/3%) or more of the Interests have consented to or voted to approve (1) the sale of the Property to a third party; (2) the Property Management Agreement pursuant to Section 2; or (3) any other item requiring unanimous approval of the Tenants in Common, and there are Tenants in Common who continue to withhold their consent or vote against such sale, Property Management Agreement, or other item, as the case may be (each a “Dissenting Tenant in Common”), then each Dissenting Tenant in Common shall be deemed to have issued to the other Tenants in Common an offer for the non-Dissenting Tenant(s) in Common to buy (and the Dissenting Tenant in Common to sell) all of the Interest of such Dissenting Tenant in Common (an “Offering Notice”). Such Dissenting Tenant in Common shall have five (5) calendar days following such deemed Offering Notice to vote in favor of or consent to the sale of the Property or in favor of the Property Management Agreement or other item, as the case may be, in which event the Offering Notice will be deemed rescinded, otherwise, the other Tenants in Common may purchase (but are not obligated to purchase) the Interest of such Dissenting Tenant in Common, and the Dissenting Tenant in Common shall be deemed to have accepted an offer to purchase the Dissenting Tenant in Common’s Interest for “Fair Market Value” using the methodology as set forth in Exhibit C.

7.3. Possession. The Tenants in Common intend to lease the Property at all times and no Tenant in Common shall have the right to occupy or use the Property at any time during the term of this Agreement, unless such occupancy is pursuant to a valid lease agreement reflecting the fair market value for the use of the Property between the Property Manager and such Tenant in Common.

7.4. Subordination of Rights. In furtherance of the provisions of Section 10, all rights in this Section 7 are expressly made subject to and subordinate to the Loan Documents.

7.5. Notice to Lender. A copy of every notice provided hereunder shall be sent to Lender in accordance with the provisions of Section 10.7.

8. Waiver. Each Tenant in Common irrevocably waives (to the maximum extent permitted by law) any and all rights that it may have to maintain any action for partition with

respect to its Interest in the Property and/or to compel the sale of the Property or any portion thereof, if such waiver is required with regard to any commercial lending transaction as described herein. To avoid the inequity of a forced sale and the potential adverse effect on their Interests, the Tenants in Common agree that, as a condition precedent to filing a partition action, if any such action may be filed notwithstanding this Section 8, the Tenants in Common intending to file such action shall follow the buy-sell procedure set forth in Section 7 of this Agreement.

9. Subordination. This Agreement and all rights of the Tenants in Common hereunder, including without limitation, the right to partition the Property, the right to Transfer and/or encumber any Interest in the Property, and the rights to contract with the Property Manager and modify and/or terminate the Property Management Agreement, are and shall be subject and subordinate in all respects to the Loan, the Loan Documents, and all other mortgages and loan agreements approved by and entered into by the Tenants in Common (but shall expressly exclude leasehold mortgages entered into by tenants), which may now or hereafter encumber the Property (collectively, a "Mortgage") and to each and every advance made or hereafter to be made under such Mortgage and to all renewals, modifications, replacements, substitutions and extensions of any Mortgage and spreaders and consolidations thereof. The provisions of this Section shall be self-operative and no further instrument of subordination shall be required. The Lender and any other holder of a Mortgage is an intended third-party beneficiary of this Agreement and shall have the right (but not the obligation) to enforce the rights and obligations of the Tenants in Common hereunder.

10. General Provisions.

10.1. Mutuality, Reciprocity, Runs With the Land. All provisions, conditions, covenants, restrictions, obligations and agreements contained herein and in the Property Management Agreement are made for the direct, mutual and reciprocal benefit of each and every part of the Property; shall be binding upon and shall inure to the benefit of each of the Tenants in Common and their respective successors, representatives, lessees and all other persons acquiring any Interest in the Property or any portion thereof whether by operation of law or any manner whatsoever (collectively, "Successors"); shall create mutual, equitable servitudes and burdens upon the undivided Interest in the Property of each Tenant in Common in favor of the Interest of every other Tenant in Common; shall create reciprocal rights and obligations between the respective Tenants in Common, their Interests in the Property, and their Successors; and shall, as to each of the Tenants in Common and their Successors operate as covenants running with the land, for the benefit of the other Tenants in Common pursuant to applicable law. It is expressly agreed that each covenant contained herein and in the Property Management Agreement (i) is for the benefit of and is a burden upon the undivided Interest in the Property of each of the Tenants in Common, (ii) runs with the undivided Interest in the Property of each Tenant in Common and (iii) benefits and is binding upon each Successor owner during its ownership of any undivided Interest in the Property, and each owner having any interest therein derived in any manner through any Tenant in Common or Successor. Every person or entity who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every restriction, provision, covenant, right and limitation contained herein and in the Property Management Agreement, whether or not such person or entity expressly assumes

such obligations or whether or not any reference to this Agreement and/or the Property Management Agreement is contained in the instrument conveying such Interest in the Property to such person or entity. The Tenants in Common agree that, subject to the restrictions on transfer contained herein, any Successor shall become a party to this Agreement and the Property Management Agreement, upon acquisition of an undivided Interest in the Property, as if such person was a Tenant in Common initially executing this Agreement.

10.2. Attorneys' Fees. If any action or proceeding is instituted between all or any of the Tenants in Common arising from or related to this Agreement, the Tenant in Common or Tenants in Common, as the case may be, prevailing in such action or proceeding shall be entitled to recover from the other Tenant in Common or Tenants in Common all of its or their costs of such action or proceeding, including, without limitation, reasonable attorneys' fees and costs as fixed by the court therein, if the same is permitted by law.

10.3. Entire Agreement. This Agreement together with the Property Management Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations, negotiations and understandings of the Parties hereto, oral or written, are hereby superseded and merged herein. This Agreement shall survive the earlier termination of the Property Management Agreement.

10.4. Governing Law. This Agreement shall be governed by and construed under the internal laws of the State of Nebraska without regard to choice of law rules.

10.5. Venue. Any action relating to or arising out of this Agreement shall be brought only in a court of competent jurisdiction located in Omaha, Douglas County, Nebraska.

10.6. Modification and Assignment. No modification, assignment, waiver, amendment, termination, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, assignment, waiver, amendment, termination, discharge or change is or may be sought and the same must be approved, in writing, by the holder of a Mortgage, which approval may be granted in the sole and absolute discretion of such holder.

10.7 Notice. All notices or other written communications hereunder shall be deemed to have been properly given (i) upon delivery or refusal of delivery, if delivered in person, (ii) one (1) business day after having been deposited for overnight delivery with any reputable overnight courier service, or (iii) three (3) business days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to a Tenant in Common: To the address provided for such Tenant in Common on Exhibit A

With a copy to: Each other Tenant in Common not receiving such notice or other written communications, to the address provided for such Tenant in Common on Exhibit A

And a copy to: The Lender to the address provided for the Lender in the Loan Agreement

or addressed as such party may from time to time designate by written notice to the other Parties in accordance with the terms hereof. Either party by notice to the other may designate additional or different addresses for subsequent notices or communications.

10.8. Term. This Agreement shall commence as of the date hereof and shall terminate at such time as the Tenants in Common or their Successors no longer own the Property as tenants in common. The bankruptcy, dissolution, liquidation or death of a Tenant in Common shall not cause the termination of this Agreement.

10.9. Waivers. No act of any Tenant in Common shall be construed to be a waiver of any provision of this Agreement, unless such waiver is in writing and signed by the Tenant in Common affected. Any Tenant in Common hereto may specifically waive any breach of this Agreement by any other Tenant in Common, but no such waiver shall constitute a continuing waiver of similar or other breaches.

10.10. Counterparts. This Agreement may be executed in counterparts, all of which, when taken together, shall be deemed one fully executed original.

10.11. Severability. If any portion of this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in full force and effect to the fullest extent permissible by law.

10.12. Applicable Securities Laws. TO THE EXTENT THE INTERESTS OF THE TENANTS IN COMMON PURSUANT TO THIS AGREEMENT ARE TREATED AS SECURITIES, SUCH INTERESTS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR APPROVED OR DISAPPROVED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION NOR BY THE SECURITIES REGULATORY AUTHORITY OF ANY STATE, NOR HAS ANY COMMISSION OR AUTHORITY PASSED UPON OR ENDORSED THE MERITS OF THE OFFERING OF THE SECURITIES OR THE ACCURACY OR ADEQUACY OF ANY DISCLOSURE MADE IN CONNECTION THEREWITH. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THE SECURITIES OFFERED HEREBY MAY NOT BE RESOLD WITHOUT REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND APPLICABLE STATE SECURITIES LAWS OR EXEMPTION THEREFROM.

10.13. Deemed Approval and Consent by the Tenants in Common. Whenever in this Agreement the consent or approval of the Tenants in Common is required or otherwise

requested, the Tenants in Common shall have fifteen (15) days from the date the request for consent or approval is submitted to approve or disapprove of the matter in writing (unless a longer or shorter period for response is specifically provided for herein). In the event a Tenant in Common does not disapprove in writing of such matter within such 15-day period (or such longer or shorter period expressly provided for herein), the Tenant in Common shall be deemed to have approved the matter.

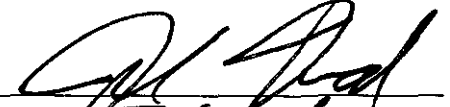
10.14. Limitations. At no time shall there be more than thirty-five (35) Tenants in Common as calculated in accordance with Section 6.02 of Revenue Procedure 2002-22 of the Internal Revenue Service. Any transfer that would result in there being more than thirty-five (35) Tenants in Common shall be null and void, and the Interest that would have been transferred shall be held in trust for the economic benefit of the purported transferor. Further, no Tenant in Common will enter into or engage in any business activities with respect to the Property other than those customarily performed in connection with the maintenance and repair of rental real estate.

10.15. Power of Attorney for Lender Communication. For so long as any portion of any financing secured by the Property is outstanding, Jasper Stone Financial Plaza LLC, as a representative of the Tenants in Common, shall be the sole contact and notice party to and from the lender for any such financing (the "Lender"), and, subject to compliance with the approval requirements contained herein, shall be designated power of attorney and shall have complete authority to represent and bind the Tenants in Common with respect to the Lender. Jasper Stone Financial Plaza LLC hereby agrees to provide copies of all notices received from or delivered to Lender to the Tenants in Common promptly upon receipt or delivery thereof.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

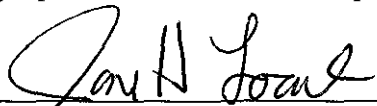
IN WITNESS WHEREOF, the Parties have executed this Tenants In Common Agreement as of the date set forth above.

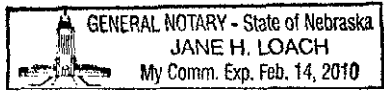
LUND FINANCIAL PLAZA, L.L.C.

By: 
Name: John Lund
Title: Manager

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

On the 28th day of May, 2009, before me, personally appeared John Lund, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

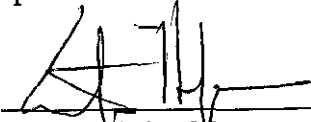

Notary Public



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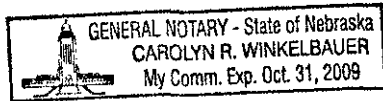
JASPER STONE FINANCIAL PLAZA LLC, a Delaware limited liability company:

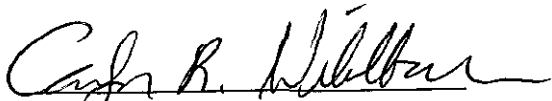
By: JASPER STONE PROPERTIES III LLC, Manager of Jasper Stone Financial Plaza LLC:

By: 
Curt Hofer, Manager of Jasper Stone Properties III LLC

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

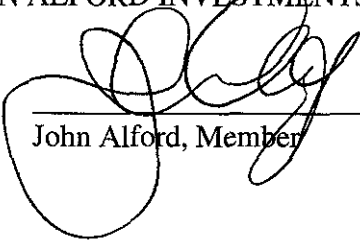
On the 28th day of May, 2009, before me, personally appeared Curt Hofer, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.




Notary Public

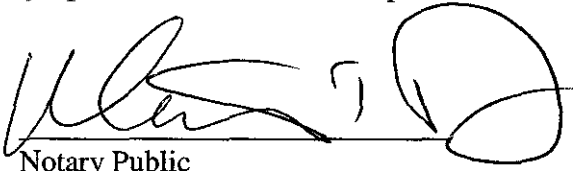
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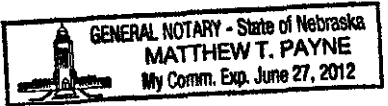
JOHN ALFORD INVESTMENTS, LLC

By: 
John Alford, Member

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

On the 28 day of May, 2009, before me, personally appeared John Alford, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.


Notary Public



EXHIBITS

| | |
|-------------|--|
| Exhibit "A" | Tenants in Common and Percentage Interests |
| Exhibit "B" | Legal Description |
| Exhibit "C" | Valuation Methodology |
| Exhibit "D" | Form of Property Management Agreement |

EXHIBIT A

| <u>NAME AND ADDRESS OF TENANTS IN COMMON</u> | <u>PERCENT INTEREST</u> |
|--|-------------------------|
| Jasper Stone Financial Plaza, LLC c/o Jasper Stone Partners 2637 South 158 th Plaza, Suite 110 Omaha, NE 68130 Attn.: Mr. Curt Hofer, Manager | 51.6% |
| Lund Financial Plaza, L.L.C. c/o The Lund Company 120 Regency Parkway Omaha, NE 68114 Attn: Mr. John Lund, Manager | 20% |
| Alford Investments, LLC 22102 Marcy Street Elkhorn, NE 68022 Attn: Mr. John Alford, Member | 28.4% |

EXHIBIT B

LEGAL DESCRIPTION:

Real property in the City of Omaha, County of Douglas, State of Nebraska, described as follows:

Parcel 1:

Lot 1, Pierson's Subdivision Replat 2, an Addition to the City of Omaha, in Douglas County, Nebraska, EXCEPT that part conveyed to the City of Omaha by Warranty Deed filed March 2, 2002 in Book 2204 at Page 221 described as follows: Beginning at the Southwest corner of said Lot 1; thence Easterly along the Southerly line of said Lot 1, a distance of 327.70 feet; thence Northerly along the Easterly line of said Lot 1, a distance of 3.0 feet; thence Westerly, along a line 3.0 feet Northerly of, perpendicular measurement and parallel to, the Southerly line of said Lot 1, a distance of 306.7 feet; thence Northwesterly a distance of 35.1 feet to a point on the Westerly line of said Lot 1; thence Southerly, along the Easterly line of said Lot 1, a distance of 31.0 feet to the point of beginning.

Parcel 2:

Non-exclusive easements as contained in the certain Roadway and Parking Easement and Covenants Agreement filed January 18, 1980 in Book 627 at Page 622, Miscellaneous Records, Douglas County, Nebraska.

Parcel 3:

Non-exclusive easements as contained in that certain Roadway and Parking Easement and Covenants Agreement filed January 18, 1980 in Book 627 at Page 633, Miscellaneous Records, Douglas County, Nebraska.

APN: 1214 0061 20

EXHIBIT C
VALUATION METHODOLOGY

Unless the Tenants in Common involved in the transaction mutually agree on a Fair Market Value for the applicable Interest, Fair Market Value shall be determined using the method set forth below:

- 1) The Tenants in Common on either side of the transaction shall retain an appraiser who is a Member of the Appraisal Institute (MAI designation), and each appraiser shall appraise the property independently of the other appraiser. Appraisals shall conform with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation. The Tenants in Common on either side of the transaction shall each pay for the appraiser retained by that Tenant or Tenants in Common, as applicable.
- 2) If the two appraisals do not differ by more than 5%, then the average of the two appraisals shall be considered the fair market value of the property.
- 3) If the two appraisals differ by more than 5%, the two appraisers who prepared the appraisals shall meet and determine the fair market value of the property. If the two appraisers cannot agree upon a value within 30 days of the date of the last appraisal of the two, they shall select a third appraiser within 30 days of the date of the last appraisal to perform a third appraisal. An average of the three appraisals shall be considered the market value of the property. If, however, the lowest appraisal or the highest appraisal or both differ by more than 5% from the middle appraisal, then such low or high or both appraisals shall be disregarded. The average of the remaining appraisals or the remaining appraisal, if both are disregarded, shall be considered the fair market value of the property. Both Tenants in Common shall share equally the expense of the third appraisal.

EXHIBIT D
FORM OF PROPERTY MANAGEMENT AGREEMENT