



MISC 2011035662



APR 25 2011 11:24 P 8

Fee amount: 40.50  
FB: 53-30462  
COMP: LM

Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
04/25/2011 11:24:04.00



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**AMENDMENT TO  
TENANTS IN COMMON AGREEMENT**

This AMENDMENT TO TENANTS IN COMMON AGREEMENT (this "Amendment") is made effective as of the 20 day of April, 2011, by and among JASPER STONE FINANCIAL PLAZA LLC ("Jasper Stone Financial Plaza"), LUND FINANCIAL PLAZA, L.L.C. ("Lund Financial Plaza"), JOHN ALFORD INVESTMENTS, LLC, ("Alford") and JASPER STONE 450 REGENCY LLC ("Jasper Stone 450 Regency") (hereinafter sometimes referred to collectively as the "Amendment Parties").

**RECITALS**

A. Jasper Stone Financial Plaza, Lund Financial Plaza and Alford entered into that certain Tenants in Common Agreement dated June 1, 2009 (as the same may be amended, restated, renewed or otherwise modified from time to time, the "Agreement"), regarding the real property legally described on Exhibit A hereto (the "9140 Dodge Property"). Capitalized terms used herein and not otherwise defined herein shall have the meanings given them in the Agreement.

B. Jasper Stone 450 Regency and Lund Financial Plaza anticipate entering into that certain Exchange Agreement, whereby Lund Financial Plaza will transfer its undivided 20% tenant-in-common interest in the 9140 Dodge Property to Jasper Stone 450 Regency, as well as assign all of its rights and interests under the Agreement to Jasper Stone 450 Regency (the "Transfer").

C. The Amendment Parties desire to (i) facilitate the Transfer, (ii) amend the Agreement in accordance with the provisions of Section 10.6 of the Agreement, including without limitation by obtaining the written approval of this Amendment from the holder of any mortgage on the 9140 Dodge Property (the "Approval"), and (iii) waive all rights they might have related to the Transfer, so as long as certain provisions of the Agreement are amended as set forth herein.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Amendment Parties, intending to be legally bound, agree as follows:

1. Removal of Lund Financial Plaza and Addition of Jasper Stone 450 Regency and Assignment of Rights. Subject to receipt of the Approval, effective immediately upon the Transfer, (a) the definitions of “Tenant in Common”, “Tenants in Common” and “Parties” as set forth in the Agreement shall be deemed amended by deleting “Lund Financial Plaza, L.L.C.” where it appears therein and replacing it with “Jasper Stone 450 Regency LLC”, (b) the contact information set forth for Lund Financial Plaza, L.L.C. on Exhibit A attached to the Agreement shall be deemed amended by deleting all of such contact information where it appears therein and replacing it with “Jasper Stone 450 Regency LLC, c/o Jasper Stone Partners, 2637 South 158<sup>th</sup> Plaza, Suite 110, Omaha, NE 68130, Attn.: Mr. Curt Hofer, Manager”, and (c) Lund Financial Plaza assigns all of its rights and obligations under the Agreement to Jasper Stone 450 Regency, and Jasper Stone 450 Regency accepts the assignment of such assets and assumes such obligations.

2. Waiver. Each of the Amendment Parties hereby irrevocably waives (to the maximum extent permitted by law) any and all rights that it may have or could possibly arise under the terms of the Agreement as a result of the Transfer, including without limitation the rights set forth in Section 7 of the Agreement.

3. Mutual Release. (a) Both of Jasper Stone Financial Plaza, Jasper Stone 450 Regency and Alford (for purposes of this section, they are collectively the “Release Parties”) on behalf of themselves and their respective past and present members (and such members’ permitted assigns), officers, directors, managers, employees, heirs, spouses, successors, assigns, agents, representatives, and affiliates (collectively, their “Related Parties”) hereby release Lund Financial Plaza and its Related Parties, from any and all claims, demands and causes of action of any kind whatsoever, whether known or unknown at the present time, contingent or noncontingent, which the Release Parties or their respective Related Parties heretofore may have had, now may have or hereafter may have against Lund Financial Plaza and/or its Related Parties with respect to or in any way, directly or indirectly, connected with, arising out of or relating to the ownership by Lund Financial Plaza and its Related Parties of any interest in the 9140 Dodge Property during the period commencing at the beginning of time and continuing through and including the date of this Amendment.

(b) Lund Financial Plaza on behalf of itself and its Related Parties hereby releases the Release Parties and their respective Related Parties, from any and all claims, demands and causes of action of any kind whatsoever, whether known or unknown at the present time, contingent or noncontingent, which Lund Financial Plaza or its Related Parties heretofore may have had, now may have or hereafter may have against the Release Parties and/or their respective Related Parties with respect to or in any way, directly or indirectly, connected with, arising out of or relating to the ownership by the Release Parties and their respective Related Parties of any interest in the 9140 Dodge Property during the period commencing at the beginning of time and continuing through and including the date of this Amendment.

4. Ratification of Agreement. Except as herein specifically modified and amended, the provisions of the Agreement are hereby ratified and confirmed.

5. Counterparts. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and all of which counterparts, taken together, shall constitute one and the same instrument.

*(Remainder of page intentionally left blank. Signatures to follow.)*







IN WITNESS WHEREOF, the Amendment Parties have executed this Amendment as of the date first above written.

JASPER STONE 450 REGENCY LLC

By: JASPER STONE PROPERTIES III LLC, its  
Manager

By: JASPER STONE PARTNERS LLC, its  
Manager

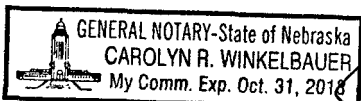
By: [Signature]  
Name: Curt Hofer  
Title: Manager

STATE OF NEBRASKA )  
                                  ) ss.  
COUNTY OF DOUGLAS )

On the 19<sup>th</sup> day of April, 2011, before me, the undersigned a Notary Public, duly commissioned and qualified for said County, personally came Curt Hofer, as a manager of JASPER STONE PARTNERS LLC, to me known to be the identical person whose name is subscribed to the foregoing instrument and who acknowledges the execution thereof to be his voluntary act and deed, and the voluntary act and deed of JASPER STONE PARTNERS LLC, the manager of JASPER STONE PROPERTIES III LLC, the manager of JASPER STONE ~~PARTNERS~~ LLC.

450 Regency

WITNESS my hand and notarial seal on the day and year last written above.



exp. Oct. 31, 2013

[Signature]  
Notary Public

**EXHIBIT A**  
9140 Dodge Property

**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.

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