



MISC 2011097632



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Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
11/14/2011 15:19:28.00



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AFTER RECORDING RETURN TO:

Baird Holm, LLP
1500 Woodmen Tower
1700 Farnam Street
Omaha, NE 68102
Attn: Jude J. Beller

**SECOND AMENDMENT TO
TENANTS IN COMMON AGREEMENT**

This SECOND AMENDMENT TO TENANTS IN COMMON AGREEMENT (this "Amendment") is made effective as of the 14 day of November, 2011, by and among JASPER STONE FINANCIAL PLAZA LLC ("Jasper Stone Financial Plaza"), JOHN ALFORD INVESTMENTS, LLC, ("Alford") and JASPER STONE FINANCIAL PLAZA II LLC ("Jasper Stone Financial Plaza II") (hereinafter sometimes referred to collectively as the "Amendment Parties").

RECITALS

A. Jasper Stone Financial Plaza, Jasper Stone Financial Plaza II and Alford are parties to that certain Tenants in Common Agreement dated June 1, 2009, as amended by that certain Amendment to Tenants In Common Agreement dated April 20, 2010 (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. The Amendment Parties desire to amend the Agreement to revise certain definitions stated therein.

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. The following defined terms as used in the Agreement are hereby amended to mean as follows:

a. “Lender” – means the mortgage lender (and its successors and assigns) whose loan to the Amendment Parties is secured by a first priority deed of trust/mortgage against the Property.

b. “Loan” – means the mortgage loan to the Amendment Parties that is secured by a first priority deed of trust/mortgage against the Property.

c. “Loan Documents” – means each of the agreements and instruments that evidence or secure the Loan.

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

3. 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.)

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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