Fee Received: \$76.00 By: MB

Douglas County, NE Assessor/Register of Deeds DIANE L. BATTIATO

Prepared By and When Recorded Return or Mail to: Buchalter P.C., 1000 Wilshire Blvd., Suite 1500, Los Angeles, CA 90017, Attention: J. David Hitchcock

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT is made and entered into this 3rd day of October, 2017, by UNITED REPUBLIC BANK ("Subordinate Lender") for the benefit of ATHENE ANNUITY AND LIFE COMPANY, an Iowa corporation, formerly known as AVIVA LIFE AND ANNUITY COMPANY ("Senior Lender"); and acknowledged and agreed to by JASPER STONE FINANCIAL PLAZA LLC, a Nebraska limited liability company, JASPER STONE FINANCIAL PLAZA II LLC, a Nebraska limited liability company, and JOHN ALFORD INVESTMENTS, LLC, a Nebraska limited liability company (collectively, "Borrower").

WITNESSETH:

WHEREAS, Senior Lender is the owner and holder of that certain Promissory Note dated November 14, 2011, payable to the order of Senior Lender, in the original principal amount of Five Million Eight Hundred Thousand and No/100ths Dollars (\$5,800,000.00) (as renewed, extended, modified, amended or restated from time to time, the "Senior Lender Note"); and

WHEREAS, the Senior Lender Note and the indebtedness evidenced thereby is secured by that certain First Deed of Trust, Assignment of Rents and Security Agreement dated November 14, 2011, recorded among the Register of Deeds of Douglas County, Nebraska (the "Land Records") as Instrument No. 2011097629 (as amended, supplemented, modified, restated, renewed or extended from time to time, the "Senior Lender Deed of Trust"), granting a first priority lien on the real estate situated in Douglas County, Nebraska, and more particularly described in Exhibit "A", attached hereto and incorporated herein, and all other Property as defined in the Senior Lender Deed of Trust, including, without limitation, the Improvements, the Fixtures and the Personalty, as such terms are defined in the Senior Lender Deed of Trust (collectively the "Property"). The Senior Lender Note, the Senior Lender Deed of Trust and all other documents issued in connection therewith are herein referred to collectively as the "Senior Lender Documents"; the obligations created under and pursuant to the Senior Lender Documents are herein referred to collectively as the "Senior Lender Obligations"; and

WHEREAS, Subordinate Lender is the owner and holder of that certain Commercial Promissory Note dated January 12, 2015, payable to the order of Subordinate Lender in the original principal amount of Two Hundred Fifty-Two Thousand Eight Hundred Four and No/100ths Dollars (\$252,804.00) ("Subordinate Lender Note One"); and

WHEREAS, the Subordinate Lender Note One and the indebtedness evidenced thereby is secured by that certain Commercial Real Estate Deed of Trust dated January 12, 2015, recorded among the Land Records as Instrument No. 2015002882, ("Subordinate Lender Deed of Trust One"). Subordinate Lender Note One and Subordinate Lender Deed of Trust One and all other documents issued in connection therewith are herein

referred to collectively as the "<u>Subordinate One Documents</u>"; the obligations created under and pursuant to the Subordinate One Documents are herein referred to collectively as the "<u>Subordinate One Obligations</u>"; and

WHEREAS, Subordinate Lender is also the owner and holder of that certain Promissory Note dated June 29, 2017, payable to the order of Subordinate Lender in the original principal amount of Two Hundred Thousand and No/100ths Dollars (\$200,000.00) ("Subordinate Lender Note Two", and together with the Subordinate Lender Note One, the "Subordinate Lender Note"); and

WHEREAS, the Subordinate Lender Note Two and the indebtedness evidenced thereby is secured by that certain Deed of Trust dated June 29, 2017, to be recorded among the Land Records ("Subordinate Lender Deed of Trust Two", and together with the Subordinate Lender Deed of Trust One, the "Subordinate Lender Deed of Trust"). Subordinate Lender Note Two and Subordinate Lender Deed of Trust Two and all other documents issued in connection therewith are herein referred to collectively as the "Subordinate Two Documents"; the obligations created under and pursuant to the Subordinate Two Documents are herein referred to collectively as the "Subordinate Two Obligations"; the Subordinate Lender Note and Subordinate Lender Deed of Trust and all other documents issued in connection therewith are herein referred to collectively as the "Subordinate Lender Documents"; the obligations created under and pursuant to the Subordinate Lender Documents are herein referred to collectively as the "Subordinate Lender Obligations" and

WHEREAS, the Subordinate Lender Deed of Trust is subordinate and inferior to the Senior Lender Deed of Trust in all respects; and

WHEREAS, pursuant to the terms of the Senior Lender Documents, the Subordinate Lender is required to subordinate and make inferior: (i) the right, title, lien and interest created by each Subordinate Lender Deed of Trust to the right, title, lien, and interest of the Senior Lender Deed of Trust; and (ii) Subordinate Lender's rights to receive any payments under or on account of the Subordinate Lender Obligations to Senior Lender's rights to receive payments under or on account of the Senior Lender Obligations.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00), the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt, adequacy, and sufficiency of all of which are hereby acknowledged, Subordinate Lender hereby covenants and agrees as follows:

1. <u>Recitals Incorporated</u>. The recitals set forth hereinabove are incorporated herein by reference to the same extent and with the same force and effect as if fully set forth hereinablow, provided, however, that such recitals shall not be deemed to modify the express provisions hereinafter set forth.

2. Subordination.

Subordinate Lender, for itself, its successors, and assigns (including, without limitation, all subsequent holders of the Subordinate Lender Note and the Subordinate Lender Deed of Trust) does hereby subordinate (a) the Subordinate Lender Deed of Trust, (b) all of the indebtedness now or hereafter secured by the Subordinate Lender Deed of Trust, and (c) all of its right, title, lien, and interest in and to the Property and the rents, issues, and profits therefrom, to (i) the Senior Lender Deed of Trust, (ii) all of the indebtedness now or hereafter secured by the Senior Lender Deed of Trust, and (iii) all of the right, title, lien and interest held by Senior Lender, its successors, and assigns (including, without limitation, all subsequent holders of the Senior Lender Note and the Senior Lender Deed of Trust), in and to the Property and the rents, issues, and profits therefrom, under and pursuant to (X) the Senior Lender Note, (Y) the Senior Lender Deed of Trust, and (Z) all other of the Senior Lender Documents, and any and all extensions, renewals, modifications, and replacements thereof. From and after the date hereof, all of the documents, indebtednesses, right, title, lien, and interest described in clauses (a), (b) and (c) hereinabove shall be subject and subordinate to all of the documents, indebtednesses, right, title, lien, and interest described in clauses (i), (ii) and (iii) hereinabove.

Subordinate Lender, for itself, its successors, and assigns (including, without limitation, all subsequent holders of the Subordinate Lender Note and the Subordinate Lender Deed of

Trust) does hereby agree that, notwithstanding anything provided in the Subordinate Lender Documents to the contrary, so long as the Senior Lender Obligations remain outstanding, unless Senior Lender shall consent in writing: (A) other than as provided herein, all of the Senior Lender Obligations shall be paid and satisfied in full before any payment is made on account of the Subordinate Lender Obligations; and (B) no prepayment of the Subordinate Lender Obligations shall be made. In the event that any payment is made to Subordinate Lender on account of the principal, interest, fees, or other amounts on or with respect to the Subordinate Lender Obligations which is not permitted hereunder, such payment shall be held by Subordinate Lender in trust for the benefit of Senior Lender and shall be paid forthwith over and delivered to Senior Lender for application to the payment of all of the Senior Lender Obligations remaining unpaid.

- (b) Until such time as the Senior Lender Obligations have been paid in full in cash, neither Borrower nor any guarantor shall make, nor shall Subordinate Lender seek, take, receive, or accept, directly or indirectly, any payments of any kind (whether in cash or property) on account of the Subordinate Lender Obligations, except as may be expressly permitted by the terms of subparagraphs (c) and/or (d) below. In the event that any payment is made to Subordinate Lender on account of the principal, interest, fees, or other amounts on or with respect to the Subordinate Lender Obligations which is not permitted hereunder, such payment shall be held by Subordinate Lender in trust for the benefit of Lender and shall be paid forthwith over and delivered to Lender for application to the payment of all of the Senior Lender Obligations remaining unpaid.
- (c) So long as no Payment Suspension Event (as that term is defined below) has occurred, Borrower may pay to Subordinate Lender, as and when due, all payments required to be paid and/or that may be paid to Subordinate Lender pursuant to the Subordinate Lender Documents (the "Permitted Payments"). Notwithstanding the foregoing, upon and during the continuance of any of the following events (each a "Payment Suspension Event"), Borrower shall not make and Subordinate Lender shall not accept or retain Permitted Payments upon written notice by Lender to Subordinate Lender:
 - (i) Borrower fails to make a payment of interest or installments of principal required under the Senior Lender Documents,
 - (ii) any other Event of Default (as defined in the Senior Lender Documents) has occurred pursuant to the Senior Lender Documents,
 - (iii) the payment by Borrower to Subordinate Lender of any Permitted Payment would create an Event of Default pursuant to the Senior Lender Documents; or
 - (iv) Borrower or any other entity liable under the Senior Lender Documents or their respective assets are the subject of any Proceeding (as defined below).
- (d) If Permitted Payments have been suspended as a result of a Payment Suspension Event, such Permitted Payments may be resumed only after such Payment Suspension Event has been cured to Senior Lender's reasonable satisfaction or waived by Senior Lender (such waiver to be in Lender's sole and absolute discretion and without any obligation to do so) or after all interest, fees, advances and any other indebtedness of Borrower to Senior Lender under the Senior Lender Documents (the "Senior Debt") is paid in full in cash.
- 3. <u>Standstill</u>. Until such time as any and all indebtedness of Borrower to Senior Lender secured by the Senior Lender Deed of Trust shall have been paid in full in cash, Subordinate Lender shall not take any of the following actions (each an "<u>Enforcement Action</u>") unless and until Subordinate Lender shall have given Senior Lender not less than two hundred seventy (270) days prior written notice of its intention to take such Enforcement Action: (i) commence any Foreclosure proceeding, (ii) exercise any power of sale, (iii) take a deed or assignment in lieu of foreclosure, or (iv) take possession of any of the Property.

- 4. <u>Amendments to the Subordinate Lender Loan Documents</u>. Subordinate Lender hereby agrees that, notwithstanding anything provided in the Subordinate Lender Documents to the contrary, so long as the Senior Lender Obligations remain outstanding, unless Senior Lender shall consent in writing, Subordinate Lender shall not (a) amend or modify the provisions of the Subordinate Lender Note or the Subordinate Lender Deed of Trust; or (b) seek to foreclose the Subordinate Lender Deed of Trust or otherwise enforce its lien against the Property.
- 5. <u>Bankruptcy</u>. Upon any distribution of the assets or properties of Borrower or upon any dissolution, winding up, liquidation, bankruptcy or reorganization involving Borrower (whether in bankruptcy, insolvency or receivership proceedings or upon an assignment for the benefit of creditors or otherwise, herein referred to as a "<u>Proceeding</u>"):
- (a) Senior Lender shall first be entitled to receive payment in full of the principal of and interest on the Senior Lender Obligations and all fees and any other payments (including post-petition interest and all costs and expenses) due pursuant to the terms of the Senior Lender Documents, before Subordinate Lender is entitled to receive any payment on account of the Subordinate Lender Obligations; and
- (b) any payment or distribution of the assets or properties of Borrower of any kind or character, whether in cash, property, or securities, to which Subordinate Lender would be entitled except for the provisions of this Agreement, shall be paid by the debtor in possession, liquidating trustee or agent or other person making such payment or distribution directly to Senior Lender; and
- (c) in the event that, notwithstanding the foregoing, any payment or distribution of the assets or properties of Borrower of any kind or character, whether in cash, property, or securities, shall be received by Subordinate Lender on account of principal, interest, fees, or other amounts on or with respect to the Subordinate Lender Obligations before all of the Senior Lender Obligations are paid in full, such payment or distribution shall be received and held in trust for and shall be paid over to Senior Lender forthwith, for application to the payment of the Senior Lender Obligations until all such Senior Lender Obligations shall have been paid in full in accordance with the terms of the Senior Lender Documents.

To effectuate the foregoing, Subordinate Lender does hereby: (i) irrevocably assign to Senior Lender all of Subordinate Lender's rights as a secured or unsecured creditor in any Proceeding and authorizes Senior Lender to take, or refrain from taking, any action to assert, enforce, modify, waive, release or extend Subordinate Lender's lien and/or claim in such Proceeding, including but not limited to (a) filing a proof of claim arising out of the Subordinate Lender Obligations, (b) voting or refraining from voting claims arising from the Subordinate Lender Obligations, either in Senior Lender's name or in the name of Senior Lender as attorney-infact of Subordinate Lender, (c) accepting or rejecting any payment or distribution made with respect to any claim arising from the Subordinate Lender Obligations and applying such payment and distribution to payment of Senior Lender's claim until the Senior Lender Obligations are paid and satisfied in full in accordance with their terms, and (d) taking any and all actions and executing any and all instruments necessary to effectuate the foregoing and, inter alia, to establish Senior Lender's entitlement to assert Subordinate Lender's claim in such Proceeding; and (ii) release and indemnify Senior Lender and hold Senior Lender harmless from and against any claims, causes of action, losses, costs or damages arising out of or with respect to Senior Lender's actions in a Proceeding as set forth in this Agreement.

- 6. <u>Continuing Benefits</u>. No right of Senior Lender or any present or future holder of the Senior Lender Obligations to enforce the subordination as provided herein shall at any time in any way be prejudiced or impaired by any act or failure to act on the part of Borrower or any other party, whether borrower, guarantor or otherwise, or by any act or failure to act, in good faith, by the holder of the Senior Lender Obligations, or by any noncompliance by Borrower or any borrower, guarantor or otherwise with the terms of the Senior Lender Note or any other of the Senior Lender Documents regardless of any knowledge thereof which such holder may have or be otherwise charged with.
- 7. <u>Enforcement of Subordination</u>. Subordinate Lender, by its execution of this Subordination Agreement, authorizes and expressly directs Senior Lender to take such action as may be necessary or appropriate, in Senior Lender's sole discretion, from time to time to effectuate the subordination provided herein and hereby appoints Senior Lender its attorney-in-fact for such purpose, including, without limitation, in the event of any dissolution, winding up, liquidation, or reorganization of Borrower (whether in bankruptcy,

insolvency, or receivership proceedings or upon an assignment for the benefit of creditors or otherwise) tending toward liquidation of the business or the assets of Borrower , the immediate filing of a claim for the unpaid balance of the Subordinate Lender Obligations in the form required in such proceedings, the voting of such claim during the pendency of such proceedings, and the taking of all steps necessary to cause such claim to be approved.

- 8. <u>Subordinate Lender Documents</u>. Subordinate Lender hereby warrants and represents to Senior Lender that Subordinate Lender has no knowledge of any default or event of default under the Subordinate Lender Note or the Subordinate Lender Deed of Trust which has not been cured or waived. Subordinate Lender hereby warrants and represents that none of the documents and instruments referred to in this Section have been modified or amended.
- 9. <u>Representations. Warranties and Covenants of Subordinate Lender.</u> Subordinate Lender hereby covenants, agrees, warrants, represents, and certifies unto Senior Lender that:
- (a) Subordinate Lender is the owner and holder of the Subordinate Lender Note and the Subordinate Lender Deed of Trust;
- (b) Neither the Subordinate Lender Note nor the Subordinate Lender Deed of Trust has been extended, renewed, amended, transferred, or otherwise modified except as set forth herein;
- (c) This Subordination Agreement has been duly authorized by Subordinate Lender, the persons executing, acknowledging, and delivering this Subordination Agreement on behalf of Subordinate Lender are fully authorized to do so, and all of the terms and provisions of this Subordination Agreement are fully enforceable against Subordinate Lender and its successors and assigns;
- (d) All payments, installments, and charges due and payable under the Subordinate Lender Note to date have been paid and the total indebtedness evidenced by the Subordinate Lender Note as of the date hereof is: (i) with respect to Subordinate Lender Note One, the outstanding principal balance of \$88,443.12, and (ii) (i) with respect to Subordinate Lender Note Two, the outstanding principal balance of \$200,000.00;
- (e) The indebtedness evidenced by the Subordinate Lender Note is the only indebtedness secured by the Subordinate Lender Deed of Trust;
- (f) To the knowledge of Subordinate Lender, there exists no default or event of default of any nature under the terms and provisions of the Subordinate Lender Note, the Subordinate Lender Deed of Trust, or combination thereof, and no condition which, with the giving of notice and/or the passage of time, would result in such an event of default;
- (g) Subordinate Lender agrees and covenants that copies of all notices, communications, or designations required or permitted under the Subordinate Lender Note of the Subordinate Lender Deed of Trust shall be sent to Senior Lender at the address specified in Section 16 hereof, or at such other address as Senior Lender shall furnish to Subordinate Lender in the manner provided in Section 16 hereof;
- (h) In no event shall the terms and provisions of the Subordinate Lender Note or the Subordinate Lender Deed of Trust be modified, amended, renewed, or extended, unless Senior Lender shall first consent in writing to such modification, amendment, renewal, or extension, which consent may be withheld in Senior Lender's sole judgment;
- (i) In the event that on the date of this Subordination Agreement any default shall exist under the terms and provisions of the Subordinate Lender Note or the Subordinate Lender Deed of Trust, neither Subordinate Lender nor its successors or assigns shall exercise any of the remedies which, under the terms and provisions of the Subordinate Lender Note or the Subordinate Lender Deed of Trust, would be otherwise exercisable by them as a consequence of the occurrence of such default;

- (j) Subordinate Lender acknowledges and understands that Senior Lender will rely upon the certifications, warranties, representations, covenants, and agreements contained herein as a material consideration and inducement in making, extending or modifying the loan evidenced by the Senior Lender Note and secured by the Senior Lender Deed of Trust.
- 10. <u>Dealings with Borrower.</u> Senior Lender may extend, renew, modify, or amend the terms of the Senior Lender Obligations and any of the Senior Lender Documents, or extend, renew, modify, or amend the terms of any security therefor and release, transfer, assign, sell, or exchange such security and otherwise deal freely with Borrower to the same extent as could any person, all without notice to or consent of Subordinate Lender and without affecting the liabilities and obligations of Subordinate Lender, pursuant to the provisions hereof; provided, however, in the event Senior Lender delivers to Borrower any notice of an event of default under the Senior Loan Documents, Senior Lender shall use reasonable efforts to provide a copy of such notice to Subordinate Lender.
- 11. Assignment of the Senior Lender Obligations. Senior Lender may assign or transfer any or all of the Senior Lender Obligations and/or any interest therein or herein and, notwithstanding any such assignment or transfer or any subsequent assignment or transfer thereof, such Senior Lender Obligations shall be and remain senior to the Subordinate Lender Obligations, and the Subordinate Lender Obligations shall be and remain subject and subordinate to the Senior Lender Obligations for the purposes of this Agreement, and every immediate and successive assignee or transferee of any of the Senior Lender Obligations or of any interest therein or herein shall, to the extent of the interest of such assignee or transferee in the Senior Lender Obligations, be entitled to the benefits of this Agreement to the same extent as if such assignee or transferee were Senior Lender; provided, however, that, unless Senior Lender shall otherwise consent in writing, Senior Lender shall have an unimpaired right, prior and superior to that of any such assignee or transferee, to enforce this Agreement, for the benefit of Senior Lender, as to those portions of the Senior Lender Obligations which Senior Lender has not assigned or transferred.
- 12. <u>Waiver; Modification</u>. No delay on the part of Senior Lender in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by Senior Lender of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy; nor shall any modification or waiver of any of the provisions of this Agreement be binding upon Senior Lender except as expressly set forth in a writing duly signed and delivered by or on behalf of Senior Lender.
- 13. <u>Waiver of Rights.</u> Borrower hereby waives (a) notice of acceptance of this Agreement by Senior Lender, (b) notice of the existence or creation or nonpayment of all or any of the Senior Lender Obligations, and (c) all diligence in the collection or protection of or realization upon the Senior Lender Obligations or the collateral therefor.
- 14. <u>Legend</u>. Subordinate Lender and Borrower hereby agree to cause all instruments evidencing indebtedness or other obligations of Borrower to Subordinate Lender which are or may be subject to the provisions of this Subordination Agreement to be subject to an appropriate legend to the effect that such indebtedness or other obligation evidence by such instrument in subordinated to the Senior Lender Obligations in the manner and to the extent set forth in this Subordination Agreement, and Subordinate Lender will make appropriate entries in the books and records of Subordinate Lender to indicate that the Subordinate Lender Obligations is subject to the Senior Lender Obligations.
- 15. <u>Notices</u>. Any notice, demand, designation, or other communication which is required or permitted to be given under the terms and provisions of this Subordination Agreement shall be deemed to by duly given and received on the date the same shall be personally delivered to the party to whom the same is addressed at the address hereinbelow specified (including delivery by a professional overnight courier service), or on the third day after the same shall be deposited in the United States mail, certified mail, return receipt requested postage prepaid, addressed to the party to whom the same is addressed at the address hereinbelow specified:

If to Subordinate Lender:

United Republic Bank 111 N. 181st Street Omaha, Nebraska 68022 Attn: Loan Operations

If to Senior Lender: Athene Annuity and Life Company 2121 Rosecrans Ave., Suite 5300 El Segundo, California 90245

Any party hereto may by written notice given to the others in the manner herein provided change the address to which any such notice, demand, designation, or other communication shall be thereafter given to it.

- 16. <u>Priority</u>. The priorities herein specified are applicable irrespective of the time of creation of the Senior Lender Obligations or the Subordinate Lender Obligations.
- 17. <u>No Modification to Senior Loan Documents</u>. This Subordination Agreement is not intended to modify and shall not be construed to modify any term or provision of the Senior Lender Note, the Senior Lender Deed of Trust or any other documents or instruments evidencing, securing, guaranteeing the payment of, or otherwise relating to the indebtedness evidenced by the Senior Lender Note or secured by the Senior Lender Deed of Trust, or both.
- 18. <u>Further Assurances</u>. So long as the Senior Lender Deed of Trust shall affect the Property or any portion thereof, Subordinate Lender, its successors or assigns, or any other legal holder of the Subordinate Lender Deed of Trust, as the case may be, shall execute, acknowledge, and deliver upon the demand of Senior Lender, at any time or times, any and all further documents or instruments in recordable form for the purpose of further confirming the subordination and the agreements herein set forth.
- 19. <u>Estoppel Certificate</u>. Subordinate Lender hereby agrees that within ten (10) days after written demand of Senior Lender, it shall execute, acknowledge and deliver a certification setting forth the total amount of indebtedness owed to it which shall be then secured by any portion of the Property, and any and all such certifications shall be conclusive as to the matters set forth therein, and shall be fully binding upon Subordinate Lender, its successors and assigns. Notwithstanding the foregoing, Subordinate Lender shall not be obligated to give such a certification more frequently than once every calendar month.

IN WITNESS WHEREOF, Subordinate Lender has caused this instrument to be executed by its duly authorized officer as of the day and year first above written.

SUBORDINATE LENDER:

UNITED REPUBLIC BANK

Name:

STATE-OF NEBRASKA

) ss.

COUNTY OF Daglas

On this 5th day of October, 2017, personally appeared before me, Larry W. Markovic. Sevieve of United Republic Book, who acknowledged that he/she being duly authorized did execute the foregoing instrument.



My Commission Expires:

The undersigned have set their respective hands and seals hereto to acknowledge and agree to the terms and conditions of the foregoing Subordination Agreement dated October 3, 2017, by United Republic Bank, for the benefit of Athene Annuity and Life Company, an Iowa corporation, formerly known as Aviva Life and Annuity Company and acknowledged and agreed to by the undersigned:

as Aviva Life and Annuity Company and acknow	vledged a	and agreed to by the undersigned:
	BORROWER:	
	JASPER STONE FINANCIAL PLAZA LLC,	
	By: Its:	Jasper Stone Properties III LLC manager
		By: Jasper Stone Partners LLC, Its: manager
		By: Name: CUIT HOFER Title: Manager
STATE OF NEBRASKA) (State of Nebraska) (State of Nebraska) (State of Nebraska) (State of Nebraska)		
On this 9 day of October, 2017, personally appeared before me, Lurt Hofer, Manage of Jasper Stive Partners Lice, who acknowledged that he/she being duly authorized did execute the foregoing instrument.		
	Ly.	Notary Public
My Commission Expires:		GENERAL NOTARY - State of Nebraska KRISTI A. HUBER My Comm. Exp. January 22, 2020

JASPER STONE FINANCIAL PLAZA II LLC,

By: Jasper Stone Properties III LLC

Its: manager

By: Jasper Stone Partners LLC,

Its: manager

By: What I was the state of the

Title:

STATE OF NEBRASKA)) ss. COUNTY OF Douglas)

On this 9 day of October, 2017, personally appeared before me, Curt Hofer, manager of Jusper Stone Partners we who acknowledged that he/she being duly authorized did execute the foregoing instrument.

My Commission Expires:

1-22-20

Notary Public

GENERAL NOTARY - State of Nebraska KRISTI A. HUBER STATE OF NEBRASKA

STATE OF NEBRASKA

SS.

COUNTY OF Douglas

On this 11 day of October, 2017, personally appeared before me,

John Alford, awner of John Alford Investments, who acknowledged that he/she being duly authorized did execute the foregoing instrument.

Bablic House

Notary Public

My Commission Expires:

5-25-20

GENERAL NOTARY-State of Rebraska

BOBBIE HICKS

BOBBIE

EXHIBIT A

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 that 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.