

IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

5622 AMES, LLC,

CASE NO: CI

Plaintiff,

v.

**COMPLAINT FOR  
DECLARATORY JUDGMENT**

JOHN M. MURANTE, SAM MURANTE,  
CINDY L. BRUNING f/k/a CINDY L.  
MURANTE, GLORIA A. MURANTE  
TRUST, and AMES PLAZA, LLC,

Defendants.

The Plaintiff, 5622 Ames, LLC, for its Complaint for Declaratory Judgment, states and alleges as follows:

1. This is an action brought under Neb. Rev. Stat. § 25-21,149 et. seq., to determine the rights, duties, and obligations of the parties hereto under a Sublease (the "Sublease") dated December 1, 1965, that was executed by and between Ames Plaza, Inc., and Russell L. Hannibal, as trustee, a copy of which is recorded at the Douglas County Register of Deeds, in Book 648, Page 373, et seq. (the "Sublease"). A copy of the Sublease is attached as Exhibit A.
2. The real estate subject to the Sublease includes a portion of the land located at 5622 Ames and beneath the building at that location, as well as the parking lot that serves 5622 Ames.
3. As set forth below, interests in the Sublease have been subsequently transferred, assumed, and assigned since the initiation of the Sublease.
4. Defendant John M. Murante ("JMM") falsely asserted during 2017 that he retains an interest in the Sublease.
5. 5622 Ames, LLC ("5622 Ames") seeks a judicial declaration that JMM no longer retains any right or interest pursuant to the Sublease.

## **PARTIES**

6. 5622 Ames, LLC is a Nebraska limited liability company that owns and manages commercial property located at 5622 Ames, in Omaha, Douglas County, Nebraska.

7. Sam Murante (“SM”) is an individual and is a resident of Omaha, Douglas County, Nebraska.

8. Cindy L. Bruning , formerly known as Cindy L. Murante (“CLB”), is an individual and is a resident of Omaha, Douglas County, Nebraska.

9. John M. Murante (“JMM”) is an individual and is a resident of Omaha, Douglas County, Nebraska.

10. The Gloria A. Murante Trust is a trust created under the laws of Nebraska and succeeded the interests of Gloria Murante (“GM”) in regard to 5622 Ames and 5622 Ames, LLC upon her passing on May 3, 2016.

11. Ames Plaza, LLC is a Nebraska limited liability company and is the current landlord pursuant to the Sublease.

## **NATURE OF ACTUAL CONTROVERSY**

12. The prime Lease regarding the property located at 5622 Ames was entered on July 17, 1959 and was recorded by the Douglas County Register of Deeds at Book 373, Page 499 by and between Eugene M. Slattery and Claire Slattery and Ames Plaza, Inc.

13. On December 1, 1965, the Sublease was executed, encompassing part of the leased premises under the prime Lease, and was recorded by the Douglas County Register of Deeds at Book 648, Page 373.

14. After several prior transfers and assignments that are not pertinent to this action, an Assumption and Assignment Agreement was executed on March 27, 2000, and recorded by the Douglas County Register of Deeds at Book 1332, Page 193. In the Assumption and Assignment Agreement, executed concurrently with the sale of the building located at 5622 Ames, all tenant interest in the Sublease was transferred to JMM, SM, CLB, and GM in their individual capacities.

15. Upon information and belief, CLB executed a deed on February 9, 2006 transferring any interest in 5622 Ames to JMM as a part of the divorce proceedings concluded between JMM and CLB, but Plaintiff has not identified documentation wherein any interest of

CLB in the Sublease was specifically addressed. CLB is therefore included as a party in this matter in the interests of caution to ensure all necessary parties are joined.

16. JMM, SM, and GM executed a Sublease Amendment on September 17, 2007 clarifying the description of real estate subject to the Sublease through use of a diagram. This Sublease Amendment was recorded by the Douglas County Register of Deeds at Instrument Number 2007109914. A copy of the Sublease Amendment is attached hereto as Exhibit B.

17. On September 20, 2007, the landlord interest in the Sublease was assigned to Ames Plaza, LLC, which, upon information and belief, continues to hold the landlord interest at this time.

18. 5622 Ames, LLC was created in 2010 by SM, GM, and JMM. SM, GM, and JMM each contributed their respective interests in the 5622 Ames real estate to 5622 Ames, LLC at the time of formation of 5622 Ames, LLC, as set forth in the Operating Agreement for 5622 Ames, LLC.

19. SM, GM, and JMM each transferred their respective interests in the 5622 Ames real estate to 5622 Ames, LLC on August 24, 2010, as set forth in a deed, which was recorded by the Douglas County Register of Deeds at Instrument No. 2010076657.

20. SM, GM, and JMM each intended that all of their respective interests in the Sublease were transferred to 5622 Ames, LLC at the time of formation of 5622 Ames, LLC.

21. JMM filed suit against GM in the Douglas County District Court at Case No CI 14-9639, alleging that he retained an interest in 5622 Ames, LLC (the "Lawsuit").

22. In 2015, JMM transferred all interest in 5622 Ames, LLC to GM and resigned from any and all positions with 5622 Ames, LLC. A Confidential Settlement Agreement was executed between JMM and GM.

23. On May 3, 2016, GM passed away, and all her interest in and to 5622 Ames, LLC and pursuant to the Sublease was transferred to the Gloria A. Murante Trust.

24. Since the formation of 5622 Ames, LLC, GM and subsequently the Gloria A. Murante Trust, have managed and maintained the entire 5622 Ames property, to include the real estate subject to the Sublease.

25. On February 1, 2017, JMM executed a purported Sublease Subordination Agreement wherein he claimed to subordinate the Sublease to debt sought by the Landlord from Wells Fargo Bank.

26. JMM since at least 2010 has had no role regarding management of the real estate subject to the Sublease and has not paid any rent regarding same. All lease payments have been made by 5622 Ames, LLC.

27. 5622 Ames, LLC has made demand upon JMM to rescind the Sublease Subordination Agreement, but JMM has failed and refused to do so.

28. 5622 Ames, LLC has made demand upon JMM that JMM declare he has no interest in the Sublease and had no authority to execute the Sublease Subordination Agreement but JMM has failed and refused to do so.

29. JMM's baseless assertions that he possesses an interest in the Sublease despite his clear transfer of any such interest, together with his failure and refusal to rescind the purported Sublease Subordination Agreement, has created an actual controversy.

30. 5622 Ames, LLC is entitled to a judicial declaration stating that JMM retains no interest in the Sublease and that the purported Sublease Subordination Agreement is null and void.

#### **RELIEF REQUESTED**

31. A judicial declaration is necessary and appropriate to address the contention by JMM that he retains some legal right in and to the Sublease and to clarify the legal rights of all parties in and to the Sublease.

WHEREFORE, 5622 Ames, LLC requests a judicial declaration as set forth above, for its costs, for its attorney fees to the extent allowed by Nebraska law, and for all other and further relief as it is entitled under the law of Nebraska and is just and equitable.

Dated this 19<sup>th</sup> day of September, 2017.

5622 AMES, LLC, Plaintiff,

By: /s/ Matthew V. Rusch  
Matthew V. Rusch, #21906  
ERICKSON | SEDERSTROM, P.C.  
10330 Regency Parkway Drive  
Omaha, NE 68114  
(402) 397-2200  
mrusc@eslaw.com  
Attorneys for Plaintiff



SUBLEASE

THIS SUBLEASE made and entered into this 1st day of December, 1965 by and between AMES PLAZA, INC., a Nebraska corporation having its place of business at Omaha, Nebraska, hereinafter called "the landlord", and RUSSELL L. HANNIBAL, as trustee and not individually, hereinafter called "the tenant", WITNESSETH:

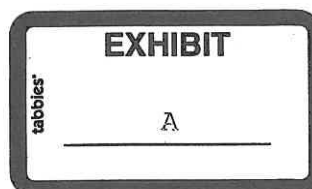
WHEREAS, Eugene M. Slattery and Claire Slattery, husband and wife, hereinafter called "the Slatterys", as lessors, and the landlord, as lessee, made and entered into a lease dated July 17, 1959, hereinafter called "the prime lease", whereby the Slatterys leased to the landlord for a term of ninety-nine (99) years, beginning July 17, 1959 and ending July 17, 2058, the following described real estate, to-wit:

East 156.42 feet of West One-Half (1/2) of Lots Seventy-Seven (77) and Seventy-Eight (78); East 156.42 feet of South 73.75 feet of West One-Half (1/2) of Lot Seventy-Nine (79), except that part of Lot Seventy-Seven (77) taken for street purposes; North 104.5 feet of the East 163.8 feet of Lot Seventy-Eight (78); South 73.75 feet of the East 163.8 feet of Lot Seventy-Nine (79); North 55.75 feet of Lot Seventy-Nine (79); South 114.0 feet of Lot Eighty (80); North 15.5 feet of East 203 feet of Lot Eighty (80); South 119.5 feet of East 203 feet of Lot Eighty-One (81); South 119.5 feet of West 150 feet of Lot Eighty-Two (82); North 15.5 feet of West 150 feet of Lot Eighty-Three (83); South 114.0 feet of Lot Eighty-Three (83) except East 85 feet thereof; Lot Eighty-Four (84) except North 106.5 feet of East 85 feet thereof; South 23 feet of Lot Eighty-Nine (89); all of Lot Eighty-Five (85), and the North 96.5 feet of Lot Eighty-Six (86), all in Benson Heights, an addition to the City of Omaha, as surveyed, platted and recorded,

all upon the terms and conditions set forth in the prime lease;

WHEREAS, the prime lease has been modified by amendments thereto dated October 11, 1961 and November 29, 1961;

WHEREAS, by such amendment dated November 29, 1961 the prime



lease was amended to cover the following additional real estate,

to-wit:

A strip of land in Benson Heights, an addition as surveyed, platted and recorded, in Douglas County, Nebraska, described as a strip approximately 30 feet in width, east and west, and 647.5 feet in length, north and south, adjoining Lots 77, 78, 79, 80 and 81 in said Benson Heights on the east and Lots 82, 83, 84, 85 and 86 on the west in said addition, being the same land contained in the dedication made by Nathan P. Dodge, Jr. and Laura W. Dodge, husband and wife, on March 16, 1937, and recorded in Book 120, Miscellaneous Records at Page 634, and also described as the east 15 feet of Lots 77, 78, 79, 80 and 81 and the west 15 feet of Lots 82, 83, 84, 85 and 86 in Benson Heights, an addition in Douglas County, Nebraska,

the real estate covered by the prime lease, as thus amended, being hereinafter called "the Slattery property";

WHEREAS, the prime lease and such amendments thereto were filed for record in the office of the Register of Deeds of Douglas County, Nebraska on December 6, 1961 and recorded in Book 373 of Miscellaneous Records at Pages 499 to 513 inclusive;

WHEREAS, the landlord has constructed and developed upon the Slattery property and upon certain lands adjoining it on the east thereof a shopping center known as "Ames Plaza"; and

WHEREAS, the tenant desires to sublease from the landlord a portion of the Slattery property and the landlord is willing to make this sublease upon the terms and conditions herein contained;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Subject to and in accordance with the provisions of this sublease, the landlord hereby demises and leases to the tenant the tract outlined in red on the plot plan attached hereto, marked Exhibit "A" and by this reference made a part hereof. The area thus shown by Exhibit "A" constitutes a portion of the Slattery property and is hereinafter called "the demised tract".

2. The term of this sublease shall commence on December 1, 1965 and shall continue in effect until July 17, 2058, unless sooner terminated as hereinafter provided.

3. As rental for the demised tract the tenant shall pay to the landlord in advance on the first business day of each month during said term an amount equal to one-half ( $\frac{1}{2}$ ) of the rent payable for such month under the prime lease. In addition to such monthly rental, the tenant shall pay all taxes and assessments, general and special, on the demised tract and all buildings and improvements thereon, including without limitation all water and sewer charges and other governmental charges and impositions whatsoever. The landlord shall promptly forward to the tenant any notice, bill or other advice received by the landlord concerning any such tax or assessment. The tenant may make payment in installments, if so permitted by law, whether or not interest accrues on the unpaid balance. The tenant shall not be required to pay any such tax or assessment so long as the amount, applicability or validity thereof shall be contested in good faith by appropriate proceedings in such manner as will not result in any loss, forfeiture or material damage to the demised tract or any part thereof, if the tenant shall have set aside on his books adequate reserves in connection therewith.

4. The tenant shall, at his own expense, operate and maintain all common areas forming a part of the demised tract, and the landlord shall, at its own expense, operate and maintain all common areas forming a part of the balance of the Slattery property. The term "common areas" as used herein includes but is not limited to parking areas, driveways, roadways, walkways, sidewalks and planted areas, and the term "operate and maintain" includes but is not limited to lighting, cleaning, snow removal, line painting, policing,

repairs and replacements. All tenants of said shopping center and their patrons, invitees, employees and agents shall have the non-exclusive right to use such common areas for the intended purposes thereof in conformity with such rules and regulations as the parties hereto may from time to time impose by mutual agreement. The tenant may permit the non-exclusive use of the common areas on the demised tract by patrons, invitees, employees and agents of Ames Bowling Center, subject to said rules and regulations. Neither party hereto shall at any time change the size, location, nature or use of any common area at said shopping center without the written consent of the other party hereto nor directly or indirectly interfere with the use of such common areas in accordance herewith.

5. The tenant shall at all times have (a) the same right to mortgage the demised tract as the landlord would have under the prime lease if this sublease had not been executed and (b) the same obligations as to insurance and compliance with law in connection with the demised tract as the prime lease imposed upon the landlord with respect thereto.

6. In the event that the landlord shall at any time exercise the purchase option granted to the landlord by the prime lease, as amended, the tenant shall have the right at his election, within sixty (60) days after his receipt of notice of the purchase of the Slattery property by the landlord, to purchase so much of the demised tract as is situated beneath Building B, as shown on Exhibit "A", and the sidewalk adjacent thereto on the west side of such building. The purchase price payable by the tenant shall be such pro rata share of the option price paid by the landlord for the Slattery property as the number of square feet contained in the area thus purchased by the tenant bears to the number of square feet contained in the Slattery property.

7. If the demised tract shall be taken by or pursuant to any governmental authority or through the exercise of the right of eminent domain, or if any part of the demised tract, or any interest therein, including but not limited to the right of free access to the demised tract, is so taken or interfered that the demised tract after such taking or interference is not suitable or adequate for the use contemplated by this sublease, this sublease, at the option of the tenant, shall terminate without liability on the part of the tenant, or the tenant may continue in possession of the remaining portion of the demised tract, in which event the rent payable hereunder shall be reduced in proportion to the reduction in the usable area of the demised tract, but nothing herein contained shall be deemed a waiver of the sole right of the tenant to any award for damages to the tenant or to the tenant's leasehold interest caused by such taking, whether made separately or as a part of a general award.

8. If the tenant shall be in default in the payment of any rent due hereunder or in the performance of any of the covenants or conditions hereof and shall fail to correct or rectify any such default within thirty (30) days after the receipt of written notice thereof from the landlord, or if the tenant shall be adjudged bankrupt or make any assignment for the benefit of creditors, or if the interest of the tenant hereunder shall be sold under execution or other legal process, the landlord may enter upon the demised tract and again have and possess the same as if this sublease had not been made, and shall thereupon have the right to cancel this sublease, without prejudice, however, to the right of the landlord to recover all rent due to the time of such entry.

9. The landlord shall duly perform each and all of its

obligations under the prime lease during the full term thereof. If the landlord shall fail to perform any of such obligations, the tenant may, at his sole election and without being obligated to do so, perform any such obligation. The landlord shall thereupon become indebted to the tenant for any and all sums of money paid or incurred by the tenant in performing such obligation, and the landlord shall pay such indebtedness to the tenant on demand. The tenant shall have the right to deduct any such indebtedness from any rentals due or becoming due hereunder.

10. If the prime lease shall terminate for any reason whatsoever before the expiration of the term thereof, and the tenant shall not be in default hereunder at the time of such termination, the Slattery's shall be automatically substituted in place of the landlord under this sublease, and this sublease shall continue in full force and effect for the remaining term thereof with only such changes therein as may be necessary by reason of such substitution.

11. Neither the landlord nor the tenant shall be liable to each other for any loss or damage to property or injury to or death of persons occurring on the Slattery property or the adjoining properties, sidewalks, streets or alleys, or in any manner growing out of or connected with the tenant's use and occupancy of the demised tract, or the condition thereof, or of sidewalks, streets or alleys adjoining, caused by the negligence or other fault of the landlord or the tenant or of their respective agents, employees, subtenants, licensees or assignees, to the extent that such loss or damage to property or injury to or death of persons is covered by or indemnified by proceeds received from insurance carried by the other party (regardless of whether such insurance is payable to or protects the landlord or the tenant or both) or for which such party



is otherwise reimbursed; and the landlord and the tenant each hereby respectively waive all rights of recovery against the other and the other's agents, employees, subtenants, licensees and assignees, for any such loss or damage to property or injury to or death of persons to the extent that the same is covered or indemnified by proceeds received from any such insurance or for which reimbursement is otherwise received. Nothing in this paragraph contained shall be construed to impose any other or greater liability upon either the landlord or the tenant than would exist in the absence of this paragraph.

12. The parties hereto shall execute, acknowledge and deliver at any time after the date of this lease a short form lease suitable for recording.

13. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or sent by certified or registered mail, postage prepaid, addressed to the landlord c/o William J. Lindsay, Attorney at Law, 540 Keeline Building, Omaha, Nebraska or to the tenant c/o Milton R. Abrahams, Attorney at Law, 633 Insurance Building, Omaha, Nebraska, as the case may be, or to such other address as either party may communicate in writing to the other.

14. This sublease contains the entire understanding and agreement of the parties with respect to the transactions covered hereby and supersedes all other understandings and agreements between the parties, oral or written, relating to the subject matter of this sublease. No modification, alteration or amendment of this sublease nor any waiver of any provision hereof shall be valid or respective unless in writing executed by the landlord or the tenant.

15. The tenant may assign this sublease, without the consent of the landlord, to any corporation, partnership, joint venture, person or entity to which Building B shall have been conveyed in its entirety or substantially in its entirety.

16. This sublease shall be binding upon, inure to the benefit of and apply to the respective successors and assigns of each of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date first above written.



AMES PLAZA, INC.

By William J. Lindsay President

Attest: Jacobs Secretary  
Landlord

Russell L. Hannibal  
Russell L. Hannibal, as trustee and  
not individually

Tenant

STATE OF NEBRASKA )  
                          ) SS.  
COUNTY OF DOUGLAS )

On this 1st day of December, 1965 before me, the undersigned, a notary public in and for said county, personally came WILLIAM J. LINDSAY, president of Ames Plaza, Inc., a Nebraska corporation, to me personally known to be the president and the identical person whose name is affixed to the foregoing sublease, and acknowledge the execution thereof to be his voluntary act and deed as such president and the voluntary act and deed of said corporation, and that the corporate seal of said corporation was thereto affixed by its authority.

Witness my hand and notarial seal at Omaha in said county the day and year last above written

[Signature]  
Notary Public

My commission expires the 21 day of August, 1971



STATE OF NEBRASKA )  
                          ) SS.  
COUNTY OF DOUGLAS )

On this 1st day of <sup>December</sup>~~November~~ 1965 before me, the undersigned, a notary public in and for said county, personally came RUSSELL L. HANNIBAL, to me personally known to be the identical person whose name is affixed to the foregoing sublease, and acknowledged the execution thereof to be his voluntary act and deed as trustee.

Witness my hand and notarial seal at Omaha in said county the day and year last above written.

  
Notary Public

My commission expires:

8/21/71





LEASE AGREEMENT

This lease, made this 17th day of July, 1959, by and between EUGENE M. SLATTERY and CLAIRE SLATTERY, husband and wife, hereinafter called "Lessors" and AMES PLAZA, INC., hereinafter called "Lessees."

For a term of 99 years, said lease term beginning on the 17th day of July, 1959, and ending on the 17th day of July 2058, unless terminated sooner as hereinafter provided.

PROPERTY LEASED

That the Lessors do hereby demise and leave unto the Lessees the following described property situated in the County of Douglas and State of Nebraska, to-wit:

All property owned by Eugene M. Slattery and Claire Slattery, in Benson Heights Addition, except a portion of Lot 91 directly north of Bowling Alley, this area being 130.18' x 135'; also excepting 69.75' x 162.75' of Lot 73 in Benson Heights. Property covered by this lease being approximately 300000 square feet.

East 156.42 feet of West One-Half (1/2) of Lots Seventy-Seven (77) and Seventy-Eight (78); East 156.42 feet of South 73.75 Feet of West One-Half (1/2) of Lot Seventy-Nine (79), except that part of Lot Seventy-Seven (77) taken for street purposes; North 104.5 feet of the East 163.8 feet of Lot Seventy-Eight (78); South 73.75 Feet of the East 163.8 feet of Lot Seventy-Nine (79); North 55.75 feet of Lot Seventy-Nine (79); South 114.0 feet of Lot Eighty (80); North 15.5 feet of East 203 feet of Lot Eighty (80); South 119.5 feet of East 203 feet of Lot Eighty-One (81); South 119.5 feet of West 150 feet of Lot Eighty-Two (82); North 15.5 feet of West 150 feet of Lot Eighty-Three (83); South 114.0 feet of Lot Eighty-Three (83) except East 85 feet thereof; East Eighty-Four (84) except North 106.5 feet of East 85 feet thereof, South 23 feet of Lot eighty-nine (89); All of Lot Eighty-Five (85); and the North 96.5 feet of Lot Eighty-Six (86), all in BENSON HEIGHTS ADDITION, an Addition to the City of Omaha, Douglas County, Nebraska.

IN CONSIDERATION of the foregoing demise, the Lessors do hereby accept said lease and hereby covenant to perform the agreements herein imposed and to pay the Lessors as rental for said premises - - -

for the period from July 1, 1959, to December 31, 1959 \$600 per month  
for the period from January 1, 1960, to December 31, 1962, \$1,200 per month  
for the period from January 1, 1963, to December 31, 1964, \$1,300.00 per month  
for the period from January 1, 1965, to December 31, 1969, \$1,500.00 per month

Effective January 1, 1970, the rental fee due on the above described property and in accordance with the other provisions of the lease, shall be a base rental of \$1500.00 per month subject, however, to an increase or reduction to be determined as follows: if the value of the dollar as promulgated by the index published by the United States Department of Commerce or other governmental agencies has depreciated by 10% or more from the date of the execution of this lease, then the rental shall be increased by an amount equal to 5% per annum of the base rental; if the value of the dollar has appreciated more than 10%, then the rental shall be reduced by 5%. That the same procedure for valuing and determining the rental fee shall be used every five years commencing on January 1, 1970, ~~provided, however, that the increase or decrease of the rental shall be applied to the original base rent of \$1500.00 and not to any sums by which the rental was increased or decreased as outlined above.~~ *amended by E.M.S. 7/9/79*

Rent is due and payable on the 1st day of each month at the office of Eugene M. Slattery, 406 Aquila Court, Omaha, Nebraska, unless otherwise notified in writing.

In addition to the rental hereinbefore provided for, the Lessees further covenant and agree to bear, pay, and discharge all taxes, assessments, charges for revenue, and imposts, and all levies general and special, ordinary and extraordinary, of any name, nature and kind whatsoever which may be fixed, charged, levied, assessed or otherwise imposed upon said premises or upon any or all buildings and improvements thereon. Said charges to be paid before they are delinquent. The last half of the 1958-1959 taxes, due July 1, 1959, to be paid by the Lessees.

#### Assignment of Lease

The Lessees shall not assign or transfer this ground lease without the written consent of the Lessors first being obtained. The Lessees shall have the right of subleasing the stores to be erected on the property without the Lessor's consent; provided, however, the Lessors shall not arbitrarily withhold their consent to sub-let the premises to a financially and morally responsible person, persons or corporation.



Improvements

The Lessees further agree that they will, before January 1, 1960, begin the erection of a shopping center, the buildings to have an area of not less than 70,000 square feet and the parking area to have a ratio of 3.2 square feet for each square foot of building area. Said shopping center shall be constructed of good materials, erected in a workmanlike manner; shall be completed in a reasonable time and be free and clear of liens of contractors, sub-contractors, mechanics, material men, and other items of like character.

The over-all architectural design for the development and improvement of the premises shall be submitted to the Lessors for their approval, which approval shall not be arbitrarily withheld; and Lessors hereby agree to give approval or disapproval, within three days after such plans are submitted.

After the completion of the improvements, the Lessees agree that they will at all times maintain the buildings, parking areas, and the balance of the property in good condition and repair and will permit no waste committed thereon.

Right to Mortgage

It is agreed that the Lessees will have the privilege to mortgage their leasehold interest, provided however, that none of the rights of the Lessors, their heirs or assigns in said premises shall in any way become impaired or affected thereby. The Lessors further agree that they will join in the execution of a real estate mortgage to provide the Lessees with finances with which to build improvements on said premises provided that the Lessees shall have a paid in cash equity of at least \$225,000.00 toward the improvements.

Insurance

The Lessees covenant and agree to maintain fire and extended coverage insurance on the property for at least 80% of its insurable value in responsible insurance companies satisfactory to the Lessors.

In case the buildings or any part thereof are destroyed or damaged by fire or other casualty, the Lessees shall immediately rebuild, replace, or repair the damaged buildings in as good and tenable condition as they were before said fire and the Lessees shall be entitled to the insurance monies received and collected for this purpose.

Public Liability Insurance:

The Lessees agree that they will indemnify and protect and hold the Lessor harmless against any damages from accident or injury to any person or persons in connection with the demised premises and further, that the Lessees will carry public liability insurance in an amount of not less than \$100,000 for any one person, \$200,000 for more than one person in any one accident, and \$25,000 for property damage, in a responsible insurance company satisfactory to the Lessor. The Lessors shall be named as an additional insured in this policy or policies.

The Lessees shall furnish to the Lessors the insurance policies above referred to or shall furnish certificates of such policies.

Compliance with Laws - Keep Premises Safe and Clean

The Lessees shall keep said premises and operate their business therein in a manner which shall be in compliance with all laws, rules and regulations, orders and ordinances of the city, county, state and federal government and any department of either, and will not suffer or permit the premises to be used for any unlawful purpose, and they will protect the Lessors and save them, and the said premises harmless from any and all fines and penalties that may result from or be due to any infractions of or non-compliance with, the said laws, rules, regulations, orders and ordinances. Lessees agree to keep the said premises and all sidewalks and approaches thereto in a safe condition and free and clear of ice and snow and all other matters which may be dangerous to the public and free of all obstructions.

Charges Added to Rent

In the event of the failure of the Lessees to perform any of the covenants, agreements or conditions herein contained, the Lessors shall

have the right but shall not be obligated to pay any sum of money or incur any expense which should have been paid or incurred by the Lessees in the performance of any such covenant, agreement or condition. The Lessees covenant that in case the Lessors by reason of the failure of the Lessees to perform any of the covenants, agreements, or conditions herein contained, shall be compelled to pay or shall pay any sum or money, or shall be compelled to do or shall do any act which requires the payment of money, then the sum or sums so paid, or required to be paid, together with interest, costs and damages, shall be added to the installment of rent, next becoming due and shall be collectible as additional rent in the same manner and with the same remedies as if it had been originally reserved, any sum so paid by Lessors to bear interest at the rate of 7% per annum from the date of payment by Lessors to date repayment by Lessees.

Waiver - None

Failure of the Lessors to insist upon a strict performance of any of the covenants or conditions of this lease or to exercise any right or option herein conferred in any one or more instances, shall not be construed as waiver or relinquishment for the future of any such covenants, conditions, rights or options, but the same shall remain in full force and effect; and the doing by the Lessors of any act or thing which Lessors are not obligated to do hereunder shall not be deemed to impose any obligation upon the Lessors to do any such act or thing in the future or in any way change or alter any of the provisions of this lease.

Permanent Easement

For the consideration of one dollar and other valuable consideration, each paid to the other in hand, the Lessors hereby grant permanent easement to the Lessees, its successors and assigns to use roadway which will be provided on the south 18 feet of that part of Lot 73, Benson Heights, owned by the Lessors, said roadway will connect with roadway to be built by Lessees on Lot 80, Benson Heights, immediately east and adjoining said 18' of Lot 73, Benson Heights, owned by Lessors; and Lessees hereby grant permanent easement to Lessors, their heirs and assigns, on said roadway last above indicated.

All roadways are for public use.

Options to Purchase

In consideration of the terms of this lease, the Lessors hereby give the Lessees the option to purchase the property herein demised as follows:

- (a) After May 30, 1962, the Lessees may exercise their option to purchase by giving 30 days written notice of such intent, for the sum of \$225,000.00.
- (b) Lessees may exercise their option to purchase by giving 30 days written notice, at any time during the period of July 1, 1962 and July 1, 1964, for the sum of \$250,000.00.
- (c) Lessees may exercise their option to purchase by giving 30 days written notice, at any time during the period of July 1, 1964 and June 30, 1969 for the sum of \$300,000.00.

In case of such sale, the rental shall terminate at the date of purchase. No rental that has been paid will apply on purchase price.

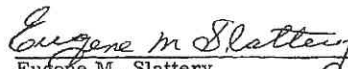
It is further agreed by and between the Lessors, their heirs and assigns that the individual liability of the undersigned individuals stockholders shall cease and terminate when the real estate mortgage on said property has been reduced by 40% of the original amount borrowed.

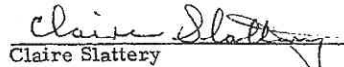
Heirs, etc.

The covenants herein contained shall be binding upon the respective heirs, executors, administrators, representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and caused these presents to be executed in duplicate.

The Lessee will furnish to the Lessors a copy of the resolution of said corporation authorizing the execution of the lease. Said resolution to be publicly certified by the secretary of the said corporation.

  
Eugene M. Slattery

  
Claire Slattery

Lessors

Ames Plaza Inc  
a corporation

By William G. Kelly  
President

W. Giorgio  
Secretary

Lessees

Irwin Schewe

Individual stockholders of Lessee corporation:

<u>Ed Schewe</u>	<u>Ed Schewe</u>
<u>George Hartman</u>	<u>George Hartman</u>
<u>W. Giorgio</u>	<u>W. Giorgio</u>
<u>John A. Hargen</u>	<u>John A. Hargen</u>
<u>Joseph A. Pitale</u>	<u>Joseph A. Pitale</u>
<u>W. D. Battisto</u>	<u>W. D. Battisto</u>
<u>R. R. Wolcott</u>	<u>R. R. Wolcott</u>
<u>Robert C. Shea</u>	<u>Robert C. Shea</u>
<u>John C. Shea</u>	<u>John C. Shea</u>
<u>John Battisto</u>	<u>John Battisto</u>

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) SS

On this 17th day of July, 1959, before me, a

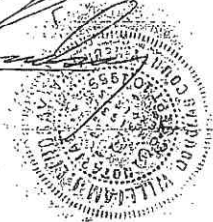
Notary Public in and for said County, appeared EUGENE M. SLATTERY and CLAIRE SLATTERY, husband and wife, to me known to be the identical persons who executed the foregoing lease as lessors, and they acknowledged the execution thereof to be their voluntary act and deed.

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

William G. Kelly  
Notary Public

My seal expires 9-10-59

*and for Lessee*



County of Douglas

)  
) ss.  
)

On this 6<sup>th</sup> day of October, 1960, before me, the undersigned, a Notary Public in and for said County, personally came William J. Lindsay, President of Ames Plaza, Inc., of Omaha, Nebraska, to me known to be the identical person whose name is affixed to the within instrument for said Ames Plaza, Inc. as maker, and acknowledged the instrument to be his voluntary act and deed and the voluntary act and deed of said Ames Plaza, Inc. I further certify that the above seal is the corporate seal of said corporation.  
Witness my hand and official seal at Omaha in said County, the day and year last above written.

[Signature]  
Notary Public

My commission expires the 7<sup>th</sup> day of April 1965



AFFIDAVIT

STATE OF NEBRASKA )  
 ) SS  
COUNTY OF DOUGLAS )

On this 18th day of October, 1961, before me the undersigned, a Notary Public, duly commissioned and qualified for in said county and state, personally came EUGENE M. SLATTERY and CLAIRE SLATTERY, Husband and Wife, to me known to be the identical persons whose names are affixed to the written lease executed July 17, 1959, in which Ames Plaza, Inc. is the Lessee and Eugene M. Slattery and Claire Slattery are the Lessors and they acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and Notarial Seal this 18th day of October, 1961.

[Signature]  
NOTARY PUBLIC

My commission expires the 24th day of November, 1962.





AMENDMENT TO LEASE

THIS AGREEMENT, made and entered into on this 11<sup>th</sup> day of  
October, 1961, by and between:

EUGENE M. SLATTERY and CLAIRE  
SLATTERY, Husband and Wife, here-  
inafter referred to as:

"SLATTERY'S"

and:

AMES PLAZA, INC., hereinafter re-  
ferred to as:

"PLAZA"

WHEREAS, the parties hereto entered into a lease on or about  
July 1, 1959, wherein the Slatterys leased to Plaza the following des-  
cribed property, to-wit:

East 156.42 feet of West One-Half (1/2) of  
Lots Seventy-Seven (77) and Seventy-Eight  
(78); East 156.42 feet of South 73.75 feet  
of West One-Half (1/2) of Lot Seventy-Nine  
(79), except that part of Lot Seventy-Seven  
(77) taken for street purposes; North 104.5  
feet of the East 163.8 feet of Lot Seventy-  
Eight (78); South 73.75 feet of the East  
163.8 feet of Lot Seventy-Nine (79); North  
55.75 feet of Lot Seventy-Nine (79); South  
114.0 feet of Lot Eighty (80); North 15.5  
feet of East 203 feet of Lot Eighty (80);  
South 119.5 feet of East 203 feet of Lot  
Eighty-One (81); South 119.5 feet of West  
150 feet of Lot Eighty-Two (82); North  
15.5 feet of West 150 feet of Lot Eighty-  
Three (83); South 114.6 feet of Lot Eighty-  
Three (83) except East 35 feet thereof; Lot  
Eighty-Four (84) except North 106.5 feet of  
East 35 feet thereof; South 23 feet of Lot  
Eighty-Nine (89); All of Lot Eighty-Five  
(85); and the North 96.5 feet of Lot Eighty-  
Six (86), all in BENSON HEIGHTS ADDITION,  
an Addition to the City of Omaha, Douglas  
County, Nebraska, and;

WHEREAS, the parties hereto are desirous of making certain  
amendments to said lease for the mutual advantages of both parties  
hereto.

## IT IS THEREFORE AGREED AS FOLLOWS:

That the receipt and sufficiency of the consideration of this amendment is hereby acknowledged. That the parties hereto agree that the Option To Purchase provision contained in the lease heretofore described is hereby amended to read as follows:

"That the Plaza shall not have any option to purchase the leased premises prior to January 1, 1965. That between the period commencing January 1, 1965, to and including March 1, 1965, the Plaza shall have the option of purchasing the leased premises by giving written notice of such intention at least thirty (30) days in advance and by tendering the sum of Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00), which shall constitute the purchase price of said premises if the Plaza elects to purchase same within the above described period. In the event the said Plaza does not exercise said option prior to March 1, 1965, this option shall terminate, and the said Plaza shall not be permitted to purchase the premises prior to January 1, 1967. From and after January 1, 1967, the said Plaza shall have the option of purchasing said leased premises by serving the Slatterys with thirty (30) days written notice of said intention and by tendering the sum of Three Hundred Thousand and No/100 Dollars (\$300,000.00), which shall constitute the purchase price of the said leased premises in the event that the Plaza exercises this option to purchase said premises any time after January 1, 1967."

The said Plaza further agrees that it or its assigns will not erect, cause, or permit to be erected any signs, walls, barricades, or any barrier whatever which shall in any affect the view or egress to Lot Seventy-Three (73), Benson Heights Addition, a part of which is owned by the said Slatterys. The said Plaza further agrees that it will not plant, cause, or permit to be planted any type of shrubbery, or other form of vegetation which would impair the view of or egress

to the said Lot Seventy-Three (73).

Eugene M. Slattery  
Eugene M. Slattery, Lessor

Claire Slattery  
Claire Slattery, Lessor

AMES PLAZA, INC., Tenant

[Signature]

By Russell L. Hannibal  
President

STATE OF NEBRASKA )  
                          ) SS:  
COUNTY OF DOUGLAS )

On this 11<sup>th</sup> day of October, 1961, before me, the undersigned a Notary Public, duly commissioned and qualified for in said county, personally came EUGENE M. SLATTERY and CLAIRE SLATTERY, Husband and Wife, to me known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above



[Signature]  
NOTARY PUBLIC

My Commission expires the 24 day of Nov, 1962

STATE OF NEBRASKA )  
                          ) SS:  
COUNTY OF DOUGLAS )

On this 11<sup>th</sup> day of October, 1961, before me, the undersigned, a Notary Public in and for said County, personally came AMES PLAZA, INC., a Corporation by its President, RUSSELL HANNIBAL, who is personally known to me to be the President and identical person whose name is affixed to the above instrument and acknowledged the execution thereof to be his voluntary act and deed

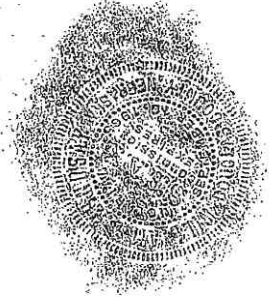
as such officer, and the voluntary act and deed of said Corporation.

Witness my hand and Notarial Seal at Omaha, in said County  
the day and year last above written.

112-8

*William J. Hendrick*  
NOTARY PUBLIC

My Commission expires on the 11 day of Sep, 1965



AMENDMENT TO LEASE

THIS AGREEMENT, made and entered into on this 27<sup>th</sup> day

of November, 1961, by and between:

EUGENE M. SLATTERY and CLAIRE SLATTERY, Husband and Wife, hereinafter referred to as:

"SLATTERY'S"

and:

AMES PLAZA, INC., hereinafter referred to as:

"PLAZA"

WHEREAS, the parties hereto entered into a lease on or about July 17, 1959, wherein the Slatterys leased to Plaza the following described property, to-wit:

East 156.42 feet of West One-Half of Lots Seventy-Seven (77) and Seventy-Eight (78); East 156.42 feet of South 73.75 feet Of West One-Half (1/2) of Lot Seventy-Nine (79), except that part of Lot Seventy-Seven (77) taken for street purposes; North 104.5 feet of the East 163.8 feet of Lot Seventy-Eight (78); South 73.75 feet of the East 163.8 feet of Lot Seventy-Nine (79); North 55.75 feet of Lot Seventy-Nine (79); South 114.0 feet of Lot Eighty (80); North 15.5 feet of East 203 feet of Lot Eighty (80); South 119.5 feet of East 203 feet of Lot Eighty-One (81); South 119.5 feet of West 150 feet of Lot Eighty-Two (82); North 15.5 feet of West 150 feet of Lot Eighty-Three (83); South 114.0 feet of Lot Eighty-Three (83); except East 85 feet thereof; Lot Eighty-Four (84) except North 106.5 feet of East 85 feet thereof; South 23 feet of Lot Eighty-Nine (89); all of Lot Eighty-Five (85). and the North 96.5 feet of Lot Eighty-Six (86), all in BENSON HEIGHTS ADDITION, an Addition to the City of Omaha, Douglas County, Nebraska, and;

WHEREAS, the parties hereto are desirous of making certain amendments to said lease for the mutual advantages of both parties hereto.



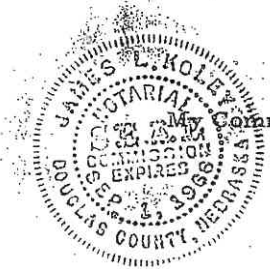


STATE OF NEBRASKA )  
 ) ss:  
COUNTY OF DOUGLAS )

On this 30<sup>th</sup> day of November, 1961, before me, the undersigned,  
a Notary Public in and for said county, personally came AMES PLAZA,  
INC., a Corporation by its President, RUSSELL HANNIBAL, who is  
personally known to me to be the President and identical person whose  
name is affixed to the above instrument and acknowledged the execution  
thereof to be his voluntary act and deed as such officer, and the volun-  
tary act and deed of said Corporation.

Witness my hand and Notarial Seal at Omaha, in said county,  
the day and year last above written.

James L. Koley  
NOTARY PUBLIC



My Commission expires on the 1st day of September, 1966.

LAW OFFICES  
FITZGERALD, HAMER, BROWN & LEAHY  
OMAHAASSIGNMENT

For value received, the undersigned, AMES PLAZA, INC., does hereby sell, assign, set over and transfer to Commercial Savings and Loan Association all its rights, title and interest in and to the following described leases:

1. Lease dated May 19, 1960 between AMES PLAZA, INC. and HESTED STORES and amendments thereto.
2. Lease dated September 15, 1960 between AMES PLAZA, INC. and BOB'S PRESCRIPTION PHARMACY, INC. and ROBERT J. HERDZINA and RAYMOND J. HERDZINA.
3. Lease dated July 8, 1960 between AMES PLAZA, INC. and CLARENCE C. LIPPOLD and ALEXIA F. LIPPOLD.
4. Lease dated June 13, 1960 between AMES PLAZA, INC. and HAROLD E. ELLINGER.
5. Lease dated August \_\_\_\_\_, 1961 between AMES PLAZA, INC. and DEAN STAHLHUT, ALTON STAHLHUT, and WILMA STAHLHUT.
6. Lease dated April 4, 1960 between AMES PLAZA, INC. and BATTIATO'S SUPER MARKETS, INC.
7. Lease dated October 1, 1960 between AMES PLAZA, INC. and KUENNE'S BAKERY, INC.
8. Lease dated August 17, 1960 between AMES PLAZA, INC. and EDHOLM & SHERMAN, INC.
9. Lease dated July 28, 1960 between AMES PLAZA, INC. and RUSSELL M. STAGEBERG and IRIS M. CHASE.
10. Lease dated June 13, 1960 between AMES PLAZA, INC. and JAMES R. ME KINEY.
11. Lease dated November 7, 1960 between AMES PLAZA, INC. and FRED W. KINCAID.
12. Lease dated November 17, 1960 between AMES PLAZA, INC. and REPUBLIC STEEL CORPORATION.
13. Lease dated February 19, 1960 between AMES PLAZA, INC. and ALLSTATE INSURANCE COMPANY.
14. Lease dated January 31, 1961 between AMES PLAZA, INC. and MURRAY F. MINTHORN, M.D.
15. Lease dated April 25, 1961 between AMES PLAZA, INC. and NEBRASKA CONCRETE MASONRY ASSOCIATION.
16. Lease dated April 25, 1961 between AMES PLAZA, INC. and INSTITUTE FOR ESSENTIAL HOUSING, INC.
17. Lease dated April 3, 1961 between AMES PLAZA, INC. and CLAUDE E. YETTER.
18. Lease dated March 20, 1961 between AMES PLAZA, INC. and CAMBRIDGE OIL COMPANY, INC.

- 19. Lease dated August 17, 1961 between AMES PLAZA, INC. and JOSEPH J. WARTA, JR., D.D.S.
- 20. Lease dated September 18, 1961 between AMES PLAZA, INC. and LEO H. BOCK and EDWARD A. ZURASKI, doing business as AMERICAN NATIONAL INSURANCE COMPANY.
- 21. Lease dated October 23, 1961 between AMES PLAZA, INC. and PAUL A. HANEY, d/b/a HANEY SHOE STORE.
- 22. Lease dated October \_\_\_\_\_, 1961 between AMES PLAZA, INC. and ARTHUR DARROW and KATHERINE DARROW, d/b/a NORGE DRY CLEANING VILLAGE.

DATED this 30<sup>th</sup> day of November, 1961.

AMES PLAZA, INC.

Attest: [Signature]  
Secretary

By [Signature]  
President



STATE OF NEBRASKA )  
                          ) SS  
COUNTY OF DOUGLAS )

Subscribed and sworn to before me this 30<sup>th</sup> day of November, 1961.



[Signature]  
Notary Public





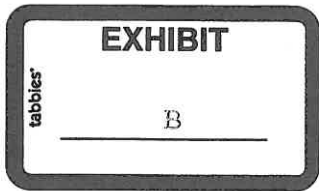
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Received - DIANE L. BATTIATO  
 Registrar of Deeds, Douglas County, NE  
 9/26/2007 15:08:54,84  
  
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**THIS PAGE INCLUDED FOR INDEXING**  
**PAGE DOWN FOR BALANCE OF INSTRUMENT**

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Check Number  
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After recording this instrument please return to:  
Thomas H. McLeay  
McGrath North Mullin & Kratz, PC LLO  
1601 Dodge Street, Suite 3700  
Omaha, NE 68102

Space Above Line Reserved for Recording Purposes

### SUBLEASE AMENDMENT

This agreement ("Amendment") entered into this 17th day of September, 2007, between 5800 LLC, a Nebraska limited liability company ("Landlord") and SAM MURANTE, JOHN MURANTE, GLORIA MURANTE, and ~~CINDY MURANTE~~ ("Tenants"), witnesseth as follows:

#### RECITALS:

A. Landlord is currently the landlord and Tenants are currently the tenant of a lease entitled "Sublease" dated December 1, 1965 by and between Ames Plaza, Inc, as landlord and Russell L. Hannibal, trustee (the "Prior Tenant"), as tenant, and recorded at Book 648 Pages 373-382 with the Douglas County Register of Deeds and as assigned to and assumed by Tenants under the Assignment and Assumption Agreement by and between Tenants and the Prior Tenant recorded at Book 1332 Page 193-196 with the Douglas County Register of Deeds (aforesaid sublease and assignment are hereinafter referred to herein as the "Sublease"); and

B. The Sublease (Section 1) provides that the "*the landlord hereby demises and leases to the tenant the tract of land outlined in red on the plot plan attached hereto, marked Exhibit "A" and by this reference made a part hereof. The area thus shown by Exhibit "A" constitutes a portion of the Slattery property and is hereinafter called the 'demised tract'.*" [emphasis added]; and

C. Defining the real property leased pursuant to the Sublease ("the "Demised Tract") by using a reference to a red colored marking has caused uncertainty with respect to the Demised Tract since all copies of the Sublease made are in black and white so that the red line is not clearly evident; and

D. Landlord and Tenant both desire to avoid any uncertainty with respect to the real property included in the Demised Tract; and

E. Landlord and Tenant, to accomplish these objectives, wish to clarify the real property included in the Demised Tract by hereby agreeing to the exact location of the Demised Tract.

**AGREEMENT:**

1. Landlord and Tenant hereby agree and acknowledge that the real property delineated by the drawn line with periodic "X" marks in Exhibit "A" attached hereto and incorporated herein by reference is the "demised tract" as defined in the Sublease (Section 1) and, further, the parties hereto agree and acknowledge that the real property delineated in exhibit A attached hereto has been the Demised tract all during the time period that Tenants have been the tenant under the Sublease.

2. All other terms of the Sublease except as amended herein shall remain in full force and effect. Where the terms of this Amendment may conflict with the terms of the Sublease, the terms of this Amendment shall control.

Agreed to by each of the undersigned on the date first noted above.

5800 L.L.C.,  
a Nebraska limited liability company,  
Landlord

  
By: DANIEL F. LINDSAY, Member

  
By: M. PAUL VACANTI, JR., Member

Tenants

  
SAM MURANTE

  
JOHN MURANTE

  
GLORIA MURANTE



STATE OF NE )  
 ) ss.  
COUNTY OF DOUGLAS )

On this 18 day of September, 2007, before me a Notary Public in and for said county and state, personally appeared Daniel L. Lindsay, known to me to be the identical person who subscribed his name to the foregoing as Member of 5800 L.L.C., a Nebraska limited liability company, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said limited liability company.



Breta A Jackson  
Notary Public

STATE OF NE )  
 ) ss.  
COUNTY OF DOUGLAS )

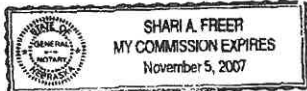
On this 18 day of September, 2007, before me a Notary Public in and for said county and state, personally appeared M. Paul Vacanti, Jr., known to me to be the identical person who subscribed his name to the foregoing as Member of 5800 L.L.C., a Nebraska limited liability company, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said limited liability company.



Breta A Jackson  
Notary Public

STATE OF NE )  
 ) ss.  
COUNTY OF DOUGLAS )

On this 21 day of September, 2007, before me a Notary Public in and for said county and state, personally appeared Sam Murante, known to me to be the identical person who subscribed his name to the foregoing and acknowledged the execution thereof to be his voluntary act and deed.

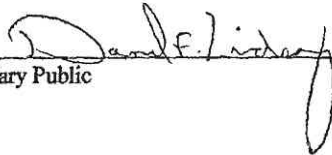


Shari A Freer  
Notary Public

STATE OF NE )  
 ) ss.  
COUNTY OF DOUGLAS )

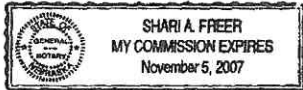
On this 21 day of SEPT., 2007, before me a Notary Public in and for said county and state, personally appeared John Murante, known to me to be the identical person who subscribed his name to the foregoing and acknowledged the execution thereof to be his voluntary act and deed.

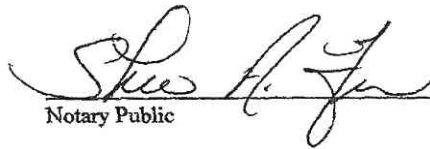


  
Notary Public

STATE OF NE )  
 ) ss.  
COUNTY OF DOUGLAS )

On this 21 day of September, 2007, before me a Notary Public in and for said county and state, personally appeared Gloria Murante, known to me to be the identical person who subscribed her name to the foregoing and acknowledged the execution thereof to be her voluntary act and deed.



  
Notary Public

3/1/1911

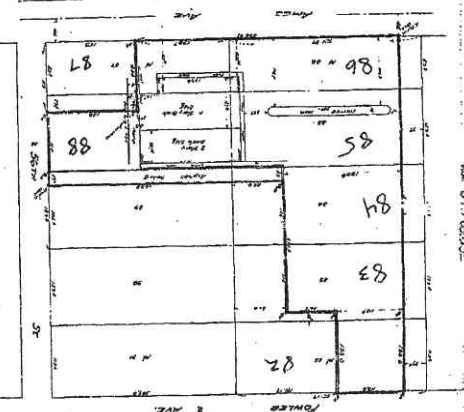
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THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS THE SAME APPEARS IN THE RECORDS OF THE RECORDER OF DEEDS FOR THE COUNTY OF WASHTENAW, MICHIGAN.



NO. 673 AND 282

EXHIBIT "A" POOR INSTRUMENT FILED

POOR

