

Lincoln



STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

**AFFIDAVIT OF PRESIDENT OF
LINCOLN COMMERCIAL CLUB, LLC,
SUCCESSOR BY MERGER TO THE
GALLUP BUILDING PARTNERSHIP**

The undersigned, David M. Schmidt, President of Lincoln Commercial Club, LLC, a Nebraska limited liability company, being first duly sworn, upon oath, deposes and states as follows:

1. The undersigned is an adult, of sound mind and is fully competent to testify to the matters set forth herein. The undersigned has personal knowledge of each of the facts stated herein, and affirms they are true and correct in their entirety.

2. THE GALLUP BUILDING PARTNERSHIP, a Nebraska general partnership ("GBP"), merged with and into LINCOLN COMMERCIAL CLUB, LLC, a Nebraska limited liability company ("LCC"), on December 31, 2007, as evidenced by Articles of Merger filed with the Nebraska Secretary of State on December 21, 2007, a true and correct copy of which is attached hereto as Exhibit 1 and incorporated herein by reference (the "Articles"). As provided in the Articles, LCC was the surviving entity of the merger and GBP ceased to exist upon consummation of the merger on December 31, 2007.

3. As provided in the Articles and under the Nebraska Limited Liability Company Act and the Uniform Partnership Act of 1998, all property, including all real estate, owned by GBP at the time of the merger became the property of LCC upon consummation of the merger.

4. Prior to consummation of the merger, GBP owned those certain parcels of real estate (as defined in NEB. REV. STAT. § 76-201) legally described as follows:

- Parcel 1: Lot 8, and the South 70 feet of Lot 7, and the East 3 feet of the North 72 feet of Lot 7, Block 36, Original City of Lincoln, Lancaster County, Nebraska.
- Parcel 2: The North 72 feet of the West 47 feet of Lot 7, Block 36, Lincoln, Lancaster County, Nebraska.

The foregoing Parcels are referred to collectively herein as the "Properties."

David M. Schmidt

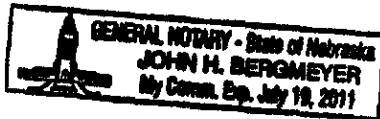
5. This Affidavit is being filed in order to clarify that, by virtue of the merger, LCC now owns the Properties and has full legal power and authority to transfer, convey and otherwise deal with and dispose of the Properties.

Dated this 2nd day of January, 2008.


David M. Schmidt, President of Lincoln Commercial Club, LLC

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 2nd day of January, 2008, by David M. Schmidt, President of Lincoln Commercial Club, LLC, a Nebraska limited liability company, on behalf of the limited liability company.




Notary Public

After Recording, Mail To:
John H. Bergmeyer, Esq.
Harding & Shultz Law firm
P.O. Box 82028
Lincoln, NE 68501-2028

Exhibit 1

ARTICLES OF MERGER

STATE OF NEBRASKA ♦ SECRETARY OF STATE'S OFFICE
1445 "K" STREET • STATE CAPITOL SUITE 1301 • LINCOLN, NE • 68509
BUSINESS SERVICES DIVISION

CORPORATIONS

P.O. BOX 94608
(402) 471-4079
FAX: 471-3666

UNIFORM COMMERCIAL CODE

P.O. BOX 95104
(402) 471-4080
FAX: 471-4429

NOTARY

P.O. BOX 95104
(402) 471-2558
FAX: 471-4429

JOHN A. GALE
Secretary of State

www.sos.state.ne.us

JUDY JOBMAN
Deputy Secretary of State

HARDING & SHULTZ, P.C., L.L.O.
800 LINCOLN SQUARE
121 SO 13TH STREET
LINCOLN, NE 65808

December 21, 2007

ACKNOWLEDGEMENT OF FILING

The document(s) listed below were filed with the Nebraska Secretary of State's Office, Corporation Division. A label has been affixed to each filing signifying the filing stamp for the Nebraska Secretary of State's Office, Corporation Division. This filing label indicates the date and time of the filing and also references a document number that can be used to reference this filing in the future.

ACKNOWLEDGEMENT OF FILING FEES RECEIVED

Action/Service	Company/Entity Name	Fee Received
Merge In	LINCOLN COMMERCIAL CLUB, LLC	10.00
Per Page Charge	LINCOLN COMMERCIAL CLUB, LLC	30.00
Merge Out	THE GALLUP BUILDING PARTNERSHIP	0.00
Total Fees Received		\$40.00

Adam Pedersen
Filing Officer

**ARTICLES OF MERGER
OF
THE GALLUP BUILDING PARTNERSHIP
INTO
LINCOLN COMMERCIAL CLUB, LLC**

The undersigned Nebraska general partnership and Nebraska limited liability company (the "Constituent Entities") agree to complete a merger (the "Merger") in accordance with the Uniform Partnership Act of 1998 and the Nebraska Limited Liability Company Act, and adopt the following Articles of Merger in furtherance thereof.

**ARTICLE 1
CONSTITUENT ENTITIES**

The names of the Constituent Entities are as follows:

- A. THE GALLUP BUILDING PARTNERSHIP, a general partnership duly organized and validly existing under the laws of the State of Nebraska ("GBP"); and
- B. LINCOLN COMMERCIAL CLUB, LLC, a limited liability company duly organized and validly existing under the laws of the State of Nebraska ("LCC").

**ARTICLE 2
PLAN OF MERGER**

The Merger shall be carried into effect in accordance with the terms and subject to the conditions set forth in the Agreement and Plan of Merger attached hereto as Exhibit "A" and incorporated herein (the "Plan").

**ARTICLE 3
EFFECTIVE DATE OF MERGER**

The effective date of the Merger will occur upon the Effective Time of the Merger (as defined in the Plan), which effective date may be later than the date on which these Articles of Merger are filed with the Nebraska Secretary of State.

**ARTICLE 4
SURVIVING ENTITY**

The surviving entity to the Merger shall be LCC.

**ARTICLE 5
AUTHORIZATION**

In the manner set forth below, the Plan was duly authorized and approved by each Constituent Entity in accordance with Section 21-2649 of the Nebraska Limited Liability Company Act and/or Section 67-450 of the Uniform Partnership Act of 1998, as applicable and appropriate:

- A. One Thousand (1,000) units of LCC's capital interests were issued and outstanding and entitled to vote on the Merger and approval of the Plan immediately prior to the Effective Time of the Merger; all One Thousand (1,000) units were cast in favor of the Merger and approval of the Plan, which was sufficient for LCC's approval and authorization of the Merger and the Plan under the Articles of Organization of LCC and Section 21-2649 of the Nebraska Limited Liability Company Act.
- B. The Plan was adopted and approved by the unanimous written consent of all partners of GBP, as required and in accordance with Section 67-450 of the Uniform Partnership Act of 1998 and Section 21-2549(1)(d) of the Nebraska Limited Liability Company Act.

Dated this 21st day of December, 2007.

LINCOLN COMMERCIAL CLUB, LLC,
a Nebraska limited liability company
(Secretary of State Account No. 10105687)

By: _____

David M. Schmidt, President

THE GALLUP BUILDING PARTNERSHIP,
a Nebraska general partnership
(Secretary of State Account No. _____)

By: MILLER & PAINE, LLC, its
Managing Partner

By: _____

Robert E. Campbell, II,
Operating Manager

EXHIBIT "A"

AGREEMENT AND PLAN OF MERGER OF THE GALLUP BUILDING PARTNERSHIP INTO LINCOLN COMMERCIAL CLUB, LLC

This Agreement and Plan of Merger is made and entered into effective as of December 21, 2007, by and between THE GALLUP BUILDING PARTNERSHIP, a Nebraska general partnership ("GBP"), and LINCOLN COMMERCIAL CLUB, LLC, a Nebraska limited liability company ("LCC"). GBP and LCC are sometimes referred to collectively herein as the "Constituent Entities."

In consideration of the mutual covenants and agreements herein contained, and subject to the conditions set forth herein, the parties agree that GBP shall be merged with and into LCC and that the terms and conditions of said merger, the means of carrying said merger into effect, the manner of converting the ownership interests of GBP into units of LCC and certain other provisions relating thereto, shall be as provided herein.

ARTICLE I

THE MERGER

1.01 Surviving Entity. Subject to the terms and provisions of this Agreement and Plan of Merger, and in accordance with the Uniform Partnership Act of 1998 and the Nebraska Limited Liability Company Act, at the Effective Time of the Merger (as defined in Section 1.06 hereof) GBP shall be merged with and into LCC (the "Merger"), and LCC shall be the surviving entity (hereinafter sometimes called the "Surviving Entity") and shall continue its existence as a limited liability company under the laws of the State of Nebraska. At the Effective Time of the Merger, the separate existence of GBP shall cease.

1.02 Effect of the Merger. At the Effective Time of the Merger and thereafter, (a) the Surviving Entity shall have all the rights, privileges, immunities and powers and shall be subject to all the duties and liabilities of a limited liability company organized under the Nebraska Limited Liability Company Act; (b) the Surviving Entity shall possess all the rights, privileges, immunities, powers and franchises, of a public as well as of a private nature, and shall be subject to all the restrictions, liabilities and duties of each of the Constituent Entities; (c) all property, real, personal and mixed, and all debts due by or owed to each of the Constituent Entities on whatever account, including partnership interest or unit subscriptions and all other causes of action, and any and every other interest belonging to or due to each of the Constituent Entities, shall be taken and deemed to be transferred to and vested in the Surviving Entity without further act or deed; (d) all property, rights, privileges, powers and franchises, and any and every other interest shall be the property of the Surviving Entity as they were of the Constituent Entities, and the title to any real or personal property, whether by deed or otherwise, vested in either of the Constituent Entities, shall not revert or be in any way impaired by reason of the Merger; (e) all rights of creditors and all liens upon any property of the Constituent Entities

shall be preserved unimpaired, and all debts, liabilities and duties of the Constituent Entities shall attach to the Surviving Entity and may be enforced against the Surviving Entity to the same extent as if such debts, liabilities and duties had been incurred or contracted by the Surviving Entity; and (f) any action or proceeding pending by or against either of the Constituent Entities may be prosecuted to judgment as if the Merger had not taken place, or the Surviving Entity may be substituted as the party to any such action or proceeding.

1.03 Articles of Organization. The Articles of Organization of LCC, as in effect immediately prior to the Effective Time of the Merger, shall continue in full force and effect as the Articles of Organization of the Surviving Entity as of and following the Effective Time of the Merger, until thereafter duly amended in accordance with applicable law.

1.04 Operating Agreement. The Operating Agreement of LCC, as in effect immediately prior to the Effective Time of the Merger, shall be in full force and effect as the Operating Agreement of the Surviving Entity as of and following the Effective Time of the Merger, until thereafter duly altered, amended or repealed in accordance with the terms thereof.

1.05 Managers and Officers of Surviving Entity; Employees. The persons who are managers and officers of LCC immediately prior to the Effective Time of the Merger shall be the managers and officers of the Surviving Entity as of and after the Effective Time of the Merger, until their respective successors have been duly elected and qualified. All employees of the Constituent Entities shall be employees of LCC as of and following the Effective Time of the Merger.

1.06 Effective Time of the Merger. The Merger shall become effective as of, and the term "Effective Time of the Merger" as used herein shall mean, December 31, 2007.

1.07 Additional Actions. If, at any time after the Effective Time of the Merger, the Surviving Entity shall determine or be advised that any further assignment or assurances in law or any other acts are necessary or desirable (a) to vest, perfect or confirm, of record or otherwise, in the Surviving Entity, title to and possession of any property or right of the Constituent Entities acquired or to be acquired by reason of, or as the result of, the Merger, or (b) otherwise to carry out the terms and purposes of this Agreement and Plan of Merger, GBP and its partners shall be deemed to have hereby granted to the Surviving Entity an irrevocable power of attorney to execute and deliver all such proper deeds, assignments and assurances in law and to take and perform all acts necessary or proper to vest, perfect or confirm title to and possession of such property or rights in the Surviving Entity and otherwise to carry out the terms and purpose of this Agreement and Plan of Merger; and the proper officers and managers of the Surviving Entity are fully authorized, in the name of GBP, LCC or otherwise, to take and perform any and all such actions.

ARTICLE II

MANNER OF CONVERTING OWNERSHIP INTERESTS

2.01 Conversion of Ownership Interests. The partners of GBP are the only members of LCC; and the percentage interest held by each partner in GBP is the same percentage interest which that partner holds as a member of LCC. Accordingly:

- (A) All partnership or other ownership interests of GBP which exist or are otherwise issued and outstanding immediately prior to the Effective Time of the Merger, by virtue of the Merger and without any action on the part of the holder(s) thereof, shall be surrendered, canceled and extinguished; and
- (B) No change in or transfer of units of the capital interests of LCC shall occur.

ARTICLE III

MISCELLANEOUS

3.01 Termination. Prior to the Effective Time of the Merger, this Agreement and Plan of Merger may be terminated and the Merger abandoned pursuant to the mutual consent of GBP and LCC, or as otherwise provided in the Uniform Partnership Act of 1998 or the Nebraska Limited Liability Company Act.

3.02 Effectiveness. This Agreement and Plan of Merger shall become effective and binding upon the Constituent Entities upon (a) approval of all partners of GBP, as required under GBP's partnership agreement, Section 67-450 of the Uniform Partnership Act of 1998 and Section 21-2649(1)(d) of the Nebraska Limited Liability Company Act, and (b) by a majority-in-interest of the members of LCC, as required under Section 21-2649 of the Limited Liability Company Act. Thereafter, if this Agreement and Plan of Merger shall be duly executed and acknowledged by the Managing Partner of GBP and the President of LCC, then it shall thereupon become the effective and binding act, deed and agreement of the Constituent Entities

3.03 Business Purpose. The Constituent Entities are engaged in substantially the same business. There is no business reason to maintain the Constituent Entities as separate entities. The Merger will result in financial and time savings in that separate books and records for each Entity will no longer be necessary.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

Lincoln
Ca



STATE OF

NEBRASKA



United States of America,
State of Nebraska } ss.

Department of State
Lincoln, Nebraska

I, John A. Gale, Secretary of State of Nebraska do hereby certify;

the attached is a true and correct copy of the Statement of Partnership
Authority of

THE GALLUP BUILDING PARTNERSHIP

with its principal office located in LINCOLN, Nebraska, as filed and
recorded in this office on December 21, 2007.

I further certify that said General Partnership is in existence as of this
date.

In Testimony Whereof,

I have hereunto set my hand and
affixed the Great Seal of the State
of Nebraska on December 21, 2007.



John A. Gale
SECRETARY OF STATE

This certificate is not to be construed as an endorsement,
recommendation, or notice of approval of the entity's
financial condition or business activities and practices.

STATEMENT OF PARTNERSHIP AUTHORITY

Pursuant to Sections 67-406 and 67-415 of the Uniform Partnership Act of 1998, the undersigned partnership hereby states as follows:

ARTICLE I. NAME AND ADDRESS OF PARTNERSHIP

The name of the partnership is THE GALLUP BUILDING PARTNERSHIP, and its chief executive office is c/o Concorde Management & Development, Inc., 1225 L Street, Suite 501, Lincoln, NE 68508.

ARTICLE II. NAMES AND ADDRESSES OF PARTNERS

The names and addresses of the partners of this partnership are as follows:

Miller & Paine, LLC
Attn: Robert E. Campbell, II
121 South 13th Street, Ste. 202
Lincoln, NE 68508

Concorde Opportunity Fund I, L.L.C.
c/o Concorde Management & Development, Inc.
1225 L Street, Ste. 501
Lincoln, NE 68508

WRK, L.L.C.
Attn: William and Robert Scott
440 North 8th Street, Ste. 140
Lincoln, NE 68508

ARTICLE III. AUTHORITY CONCERNING REAL ESTATE

As of the date of this Statement, the partnership owns that certain real estate (as defined in NEB. REV. STAT. § 76-201) legally described as follows:

Parcel 1: Lot 8, and the South 70 feet of Lot 7, and the East 3 feet of the North 72 feet of Lot 7, Block 36, Original City of Lincoln, Lancaster County, Nebraska.

Parcel 2: The North 72 feet of the West 47 feet of Lot 7, Block 36, Lincoln, Lancaster County, Nebraska.

The partnership's Managing Partner, Miller & Paine, LLC, may sign any lease for real estate owned by the partnership. However, any deed, mortgage, deed of trust, bill of sale, contract for deed, or other security instrument, note or other evidence of indebtedness, or any other instrument purporting to convey or encumber the real estate owned by the partnership, in whole or in part, must be signed on behalf of the partnership by all of its partners.

Dated December 21st, 2007.

The undersigned partners hereby (a) execute this Statement on behalf of THE GALLUP BUILDING PARTNERSHIP, and (b) declare under penalty of perjury that the contents of this Statement are accurate.

CONCORDE OPPORTUNITY FUND I, L.L.C.

By: Concorde Opportunity Fund Advisors, L.L.C., its Manager

By: Concorde Management & Development, Inc., its Manager

By: David M. Schmidt
David M. Schmidt, President

MILLER & PAINE, LLC

By: Robert E. Campbell, II
Robert E. Campbell, II, Operating Manager

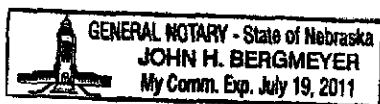
WRK, L.L.C.

By: Robert E. Scott
Robert E. Scott, Manager

By: William D. Scott
William D. Scott, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

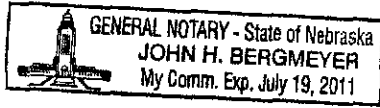
The foregoing instrument was acknowledged before me this 21st day of December, 2007, by David M. Schmidt, President of Concorde Management & Development, Inc., a Nebraska corporation and Manager of Concorde Opportunity Fund Advisors, L.L.C., a Nebraska limited liability company and Manager of Concorde Opportunity Fund, L.L.C., a Nebraska limited liability company, on behalf of the corporation and the limited liability companies.



John H. Bergmeyer
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 26th day of December, 2007, by Robert E. Campbell, II, Operating Manager of Miller & Paine, LLC, a Nebraska limited liability company, on behalf of the limited liability company.

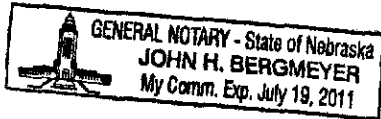




Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 26th day of December, 2007 by Robert E. Scott and William D. Scott, Managers of WRK, L.L.C., a Nebraska limited liability company, on behalf of the limited liability company.





Notary Public

