



MISC 2014031741



MAY 01 2014 10:38 P 15

Fee amount: 94.00
FB: 23-05660
COMP: MB

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
05/01/2014 10:38:26.00



2014031741

Prepared by, and after recording
return to:
Moss & Barnett (EHK)
A Professional Association
4800 Wells Fargo Center
90 South Seventh Street
Minneapolis, MN 55402-4129

Freddie Mac Loan Number: 708105580
Property Name: The Highline Apartments

**SUBORDINATION, NONDISTURBANCE
AND ATTORNMENT AGREEMENT – HISTORIC TAX CREDITS
(CME)**

(Revised 6-29-2012)

THIS SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT – HISTORIC TAX CREDITS (this “Agreement”) is made and entered into as of April 30, 2014 by and among 2223 Dodge Street Master Tenant, LLC, a Nebraska limited liability company (“**Master Tenant**”); 2223 Dodge Street LLC, a Nebraska limited liability company (“**Owner**”); NorthMarq Capital, LLC, a Minnesota limited liability company (together with any successors or assigns, the “**Lender**”), and NGM Insurance Company, a Florida insurance company (“**Investor**”).

RECITALS

- A. Owner is the owner of one or more structures located in the City of Omaha, State of Nebraska and commonly known as The Highline Apartments (collectively, the “**Building**”).
- B. Owner is the owner of the certain tract(s) of land upon which the Building is located, together with certain other improvements and all appurtenances, easements, rights of way and other rights belonging to or in any way pertaining thereto or to the Building more particularly described on Exhibit A attached hereto (“**Land**” and together with the Building, the “**Premises**”).

- C. The Building has been rehabilitated in a manner that qualifies for the historic rehabilitation tax credit allowed for qualified rehabilitation expenditures incurred in connection with the “certified rehabilitation” of a “certified historic structure” (“**Historic Tax Credit**”) pursuant to the Section 47 of the Internal Revenue Code of 1986, as amended from time to time, or any corresponding provision or provisions of prior or succeeding law (“**Code**”) and Owner is qualified to operate the Building in accordance with Section 42 of the Code.
- D. Master Tenant leases the Premises, including the rehabilitated Building, from Owner pursuant to the terms of that certain Master Lease dated April 19, 2012 by and between Owner, as landlord, and Master Tenant, as lessee (“**Master Lease**”).
- E. Pursuant to the terms of a certain Credit Pass-Through Agreement dated April 19, 2012, by and between Owner and Master Tenant (the “**Pass-Through Agreement**”), Owner elected under Section 50 of the Code to pass-through to Master Tenant the Historic Tax Credit to which Owner is otherwise entitled as a result of the rehabilitation of the Building.
- F. Pursuant to that certain Operating Agreement of Master Tenant dated April 19, 2012 (“**Operating Agreement**”), Investor acquired an interest in Master Tenant and made an investment therein; and pursuant to that certain Amended and Restated Operating Agreement of Owner dated April 19, 2012 (“**Owner Operating Agreement**”), Master Tenant acquired an interest in Owner and made an investment therein.
- G. Pursuant to that certain Option Agreement dated April 19, 2012 (the “**Option Agreement**”), by and between Heistand Holdings Limited Liability Company, the managing member of the Master Tenant and Owner (“**Managing Member**”), and Investor, the Investor has the right to require Managing Member to purchase the Investor’s interest in Master Tenant during the Put Period and for the Put Price, as defined in the Option Agreement.
- H. Pursuant to that certain Guaranty dated April 19, 2012 from Todd Heistand, Mary Heistand and the Managing Member (“**Guaranty Agreement**”), in favor of Investor, the Guarantors have guaranteed the obligations of the Master Tenant and the Managing Member under the Option Agreement and Operating Agreement.
- I. Lender has made a loan to Owner (“**Loan**”), which Loan is evidenced by a Multifamily Loan and Security Agreement by and between Owner and Lender (“**Loan Agreement**”), and is secured by means of a first lien mortgage, deed of trust or deed to secure debt or other similar security instrument encumbering the Premises (“**Security Instrument**”) and other related documents evidencing or securing the Loan given by Owner in favor of Lender (collectively, the “**Loan Documents**”).
- J. The Loan requires that Lender consent to any lease of the Premises.

NOW, THEREFORE, in consideration of the forgoing, of mutual promises of the parties hereto and of other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto agree as follows:

1. **Defined Terms.** Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Master Lease. In addition to the defined terms set forth in the Recitals to this Agreement, the following defined terms used herein shall have the meanings specified below:

“**Affiliate**” of any Person means (i) any other Person which, directly or indirectly, is in Control of, is under the Control of, or is under common Control with, such Person; (ii) any other Person who is a director or officer of (A) such Person, (B) any subsidiary of such Person, or (C) any Person described in clause (i) of this definition; or (iii) any corporation, limited liability company or partnership which has as a director any Person described in section (ii) of this definition.

“**Control**” means to possess, directly or indirectly, the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, by contract or otherwise, including the power to elect a majority of the directors or trustees of a corporation or trust, as the case may be.

“**Person**” means any natural person, sole proprietorship, corporation, general partnership, limited partnership, limited liability company, limited liability partnership, limited liability limited partnership, joint venture, association, joint stock company, bank, trust, estate, unincorporated organization, any federal, state, county or municipal government (or any agency or political subdivision thereof), endowment fund or any other form of entity.

“**Transfer**” means (a) the institution of any foreclosure, trustee’s sale or other like proceeding, (b) the appointment of a receiver for Owner or the Premises, (c) the exercise of rights to collect rents under the Loan Documents or an assignment of rents, (d) the recording by Lender or its successor or assigns of a deed in lieu of foreclosure for the Premises, or (e) any transfer or abandonment of possession of the Premises to Lender or its successor or assigns in connection with any proceedings affecting Owner under the Bankruptcy Code, 11 U.S.C. §101, et seq.

“**Transferee**” means Lender or any other party taking title to the Premises in connection with a Transfer.

2. **Consent.** Lender hereby consents to (i) the Master Lease, (ii) Investor’s interests in Master Tenant and to the terms of the Operating Agreement and related documents, (iii) Master Tenant’s interest in Owner and to the terms of the Owner Operating Agreement and related documents (iv) the Option Agreement , (v) the Guaranty Agreement and (vi) the Pass-Through Agreement, and agrees that the existence of such documents shall not constitute a default under the Loan Documents.

3. **Subordination.** The Security Instrument is and shall unconditionally be and remain at all times a lien or charge upon the Premises prior and superior to the Master Lease and all rights and privileges of Master Tenant, or any subtenants, and the Master Lease, and all rights and privileges of Master Tenant or any subtenants are hereby unconditionally subjected and made subordinate to the lien or charge of the Security Instrument.
4. **Lender's Exercise of Remedies; Non-Disturbance.**
- a. Provided (i) Master Tenant complies with this Agreement, (ii) Master Tenant is not in default under the terms of the Master Lease and no event has occurred which, with the passage of time or the giving of notice or both, would constitute a default under the Master Lease, (iii) the Master Lease is in full force and effect, both as of the date Lender commences a Transfer, and at all times thereafter, and (iv) Master Tenant shall be in possession of the Premises, no default under the Loan Documents and no Transfer will disturb Master Tenant's possession under the Master Lease and the Master Lease will not be affected or terminated thereby, and notwithstanding any such foreclosure or other Transfer of the Premises to a Transferee, the Master Lease will be recognized as a direct lease from Transferee to Master Tenant upon the Transfer for the balance of the term thereof; provided, however, that Transferee shall, in connection therewith and at all times following such foreclosure or other Transfer of the Premises to a Transferee, have the right to direct the appointment of the successor property manager for the Premises; Master Tenant and Lender agree that at Transferee's request following such foreclosure or other Transfer of Premises to a Transferee, such right shall be memorialized in amendments to the Master Lease.
- b. In the event that the Master Lease is recognized as a direct lease from a Transferee as aforesaid, then the liability of a Transferee under the Master Lease shall exist only so long as such Transferee is the owner of the Premises, and such liability shall not continue or survive with respect to claims accruing after further transfer of ownership. A Transferee shall not be: (i) liable for any act or omission of any prior landlord (including Owner), (ii) subject to any offsets or counterclaims which Master Tenant may have against a prior landlord (including Owner), unless expressly provided for herein; (iii) bound by any prepayment of base rent which Master Tenant may have made in excess of the amounts then due for the next succeeding month, unless specifically approved in writing by Lender, or be liable or responsible for any security deposit or other sums which Master Tenant may have paid under Master Lease unless such deposit or other sums have been physically delivered to Transferee, (iv) bound by any notices given by Master Tenant to Owner of which it did not also receive notice, (v) required after a fire, casualty or condemnation of the Premises to repair or rebuild the same to the extent that such repair or rebuilding requires funds in excess of the insurance or condemnation proceeds specifically allocable to the Premises and arising out of such fire, casualty or condemnation which have actually been received by a Transferee, and then only to the extent required by the terms of the Master Lease, (vi) bound by any modification to the Master Lease made without Lender's

consent, or (vii) required to undertake or complete any work which was to be performed by landlord under the Master Lease.

- c. Notwithstanding anything herein to the contrary, Lender agrees that, upon notice to Lender, if the managing member of Master Tenant is an Affiliate of Borrower, Investor may replace the managing member of Master Tenant with a Person that is not an affiliate of Borrower and that is otherwise acceptable to Lender in its sole discretion and cause the successor managing member to cause Master Tenant to cure any defect in Master Tenant's compliance with the terms of Section 4(a) hereof, such that upon such cure, the Master Lease would be entitled to the non-disturbance benefits of Section 4(a). Lender agrees that the removal of the managing member of Master Tenant by Investor pursuant to the Operating Agreement, provided the replacement managing member has been approved by Lender, shall not in and of itself accelerate the Loan or constitute a default under the Loan Documents.

5. **Attornment.** Master Tenant shall attorn to any Transferee, including Lender if Lender becomes a Transferee, as the landlord under Master Lease. Said attornment is subject to the limitation of Transferee's obligations set forth in Section 4 above and shall be effective and self-operative without the execution of any further instruments immediately upon Transferee succeeding to the interest of the landlord under Master Lease. Within ten (10) days after receipt of a written request from a Transferee, the Master Tenant agrees to provide such Transferee with a written confirmation of its attornment and any other matter set forth in this Agreement. Failure to provide such written confirmation shall, at the Transferee's sole option, constitute a default under Master Lease, but failure to receive such a written confirmation from Master Tenant shall not derogate from Master Tenant's obligations to the Transferee hereunder.

6. **Notice and Cure Rights, Etc.**

- a. Master Tenant and Owner each agrees, simultaneously with the giving of any notice under the Master Lease, to give a duplicate copy thereof to Lender. Should either Owner or Master Tenant default in respect of any of the provisions of the Master Lease, Lender shall have the right, but not the obligation, to cure such default, and either Master Tenant or Owner, as the case may be, shall accept performance by or on behalf of Lender as though, and with the same effect as if, it had been done or performed by the defaulting party. Lender will have a period of time after the service of such notice upon it within which to cure the default specified in such notice, or cause it to be cured, which is the same period for cure, if any, as is given under the Master Lease in respect of the specified default after the giving of any required notice. Master Tenant and Owner acknowledge that all amounts advanced or expended by Lender to cure any default under the Master Lease shall be added to and become a part of the Loan under Section 7 of the Security Instrument.

- b. Lender and Owner each agrees, simultaneously with the giving of any notice of default with respect to the Loan, to give a duplicate copy thereof to Master Tenant and Investor. Should Owner default in respect of any of the provisions of the Loan, each of Master Tenant and Investor shall have the right, but not the obligation, to cure such default, and Lender shall accept performance by or on behalf of Master Tenant or Investor as though, and with the same effect, as if it had been done or performed by Owner. Master Tenant and Investor each will have a period of time (co-terminously) after the service of such notice upon it within which to cure the default specified in such notice, or cause it to be cured, which is the same period for cure, if any, as is given under the Loan Documents in respect of the specified default after the giving of any required notice.
- c. Owner and Master Tenant acknowledge that certain "Transfer(s)" (as defined in the Loan Agreement) with respect to Master Tenant made without Lender's consent shall constitute an Event of Default under the Loan Agreement, and each of Owner and Master Tenant covenant and agree not to make or permit any such Transfers as defined in the Loan Agreement.

7. Liability.

- a. Anything herein or in the Master Lease to the contrary notwithstanding, a Transferee shall have no obligation, nor incur any liability, beyond such Transferee's then interest in the Premises, and Master Tenant shall look exclusively to such interest of the Transferee in the Premises for the payment and discharge of any obligations imposed upon the Transferee hereunder or under the Master Lease, or otherwise, subject to the limitation of the Transferee's obligations provided for in Section 2 above.
- b. Anything herein or in the Master Lease to the contrary notwithstanding, in the event that Investor or any Affiliate of Investor shall acquire any interest in Owner, such party shall have no obligation, nor incur any liability, beyond its then interest in the Premises, and, with respect to Investor or any Affiliate, Lender shall look exclusively to such interest of such party in the Premises for the payment and discharge of any obligations imposed upon Owner hereunder or under the Loan Agreement, or otherwise, except to the extent of any separate guaranty or similar document executed by such party.

8. Modification of Master Lease. The Master Lease may not be modified or amended so as to reduce the rent or other payments due Owner or shorten the term or so as to adversely affect in any other respect to any material extent the rights of Lender, nor shall the Master Lease be canceled or surrendered, without the consent, in each instance, of Lender.

9. Venue. THE PARTIES HERETO EACH AGREE THAT ANY CONTROVERSY ARISING UNDER OR IN RELATION TO, THIS AGREEMENT OR THE MASTER LEASE WILL BE LITIGATED EXCLUSIVELY IN THE JURISDICTION WHERE

THE PROPERTY IS LOCATED. THE STATE AND FEDERAL COURTS AND AUTHORITIES IN SUCH JURISDICTION WILL HAVE EXCLUSIVE JURISDICTION OVER ALL CONTROVERSIES THAT ARISE UNDER OR IN RELATION TO THIS AGREEMENT OR THE MASTER LEASE. EACH OF THE PARTIES HERETO IRREVOCABLY CONSENTS TO SERVICE, JURISDICTION, AND VENUE OF SUCH COURTS FOR ANY SUCH LITIGATION AND WAIVES ANY OTHER VENUE TO WHICH IT MIGHT BE ENTITLED BY VIRTUE OF DOMICILE, HABITUAL RESIDENCE OR OTHERWISE.

10. **Waiver of Jury Trial.** EACH PARTY HEREBY (a) COVENANTS AND AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUES TRIABLE OF RIGHT BY A JURY, AND (b) WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT NOW OR HEREAFTER EXISTS. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN, KNOWINGLY AND VOLUNTARILY, BY EACH PARTY, AND THIS WAIVER IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A JURY TRIAL WOULD OTHERWISE ACCRUE. EACH PARTY IS HEREBY AUTHORIZED AND REQUESTED TO SUBMIT THIS AGREEMENT TO ANY COURT HAVING JURISDICTION OVER THE SUBJECT MATTER AND THE PARTIES TO THIS AGREEMENT, SO AS TO SERVE AS CONCLUSIVE EVIDENCE OF THE FOREGOING WAIVER OF THE RIGHT TO JURY TRIAL. FURTHER, EACH PARTY HEREBY CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF ANOTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WILL NOT SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION.
11. **Waiver of Certain Damages.** To the fullest extent permitted by applicable law, Owner, Master Tenant and Investor each agree not to assert, and each hereby waives, any claim against Lender, Transferee and their respective successors and assigns (together with their respective agents, employees, directors and officers), on any theory of liability, for special, indirect, consequential or punitive damages arising out of, incurred in connection with or resulting from the Master Lease, this Agreement or any other Loan Documents or any actions or omissions of Lender or Transferee pursuant to the Master Lease, this Agreement or any other Loan Document.
12. **Secondary Market.** Lender may sell, transfer and deliver the Note and assign the Loan Agreement, the Security Instrument, this Agreement and the other Loan Documents to one or more investors in the secondary mortgage market. In connection with such sale, Lender may retain or assign responsibility for servicing the Loan, including the Loan Agreement, the Note, the Security Instrument, this Agreement and the other Loan Documents, or may delegate some or all of such responsibility and/or obligations to a servicer including, but not limited to, any subservicer or master servicer, on behalf of the investor. All references to Lender in this Agreement will refer to and include any such servicer to the extent applicable.
13. **Notice.**

- a. All notices, demands and other communications (collectively, "Notice") under or concerning this Agreement must be in writing. Each Notice will be addressed to the intended recipient at the address set forth below, and will be deemed given on the earliest to occur of (i) the date when the Notice is received by the addressee; (ii) the first Business Day (as hereinafter defined) after the Notice is delivered to a recognized overnight courier service, with arrangements made for payment of charges for next Business Day delivery; or (iii) the third Business Day after the Notice is deposited in the United States mail with postage prepaid, certified mail, return receipt requested. As used in this Agreement, the term "Business Day" means any day other than a Saturday, a Sunday or any other day on which Lender is not open for business.
- b. Any party to this Agreement may change the address to which Notices intended for it are to be directed by means of Notice given to the other parties in accordance with this Section. Each party agrees that it will not refuse or reject delivery of any Notice given in accordance with this Section, that it will acknowledge, in writing, the receipt of any Notice upon request by the another party and that any Notice rejected or refused by it will be deemed for purposes of this Section to have been received by the rejecting party on the date so refused or rejected, as conclusively established by the records of the U.S. Postal Service or the courier service.
- c. Any Notice required under this Agreement will be sent to the parties hereto as follows:

To Lender:

NorthMarq Capital, LLC
3500 American Boulevard West, Suite 500
Bloomington, MN 55431
Attention: Paul W. Cairns
Phone No.:952-356-0083
Fax No.: 952-356-0099

To Owner:

2223 Dodge Street LLC
514 Walker Street
Woodbine, IA 51579
Attention: Todd Heistand
Phone No.: 712-647-2041

To Master Tenant:

2223 Dodge Street Master Tenant, LLC
514 Walker Street
Woodbine, IA 51579
Attention: Todd Heistand
Phone No.: 712-647-2041

To Investor:

NGM Insurance Company
55 West Street
PO Box 2300
Keene, NH 03431
Attention: Richard G. Schultz
Phone No.: 603-358-1225
Fax No.: 603-355-5546

With a courtesy copy to :

Sulloway & Hollis, PLLC
9 Capitol Street
PO Box 1256
Concord, NH 03302-1256
Attn: Douglas Chamberlain, Esq. or Peter F. Imse, Esq.
Phone No.:603-224-2341
Fax No.:603-223-2904

- d. Master Tenant and Owner will each provide to Lender a copy of any notice sent or received by either of them under or with respect to the Master Lease concurrently as to those it sends, and promptly as to those it receives.

14. Miscellaneous.

- a. This Agreement shall inure to the benefit of the parties hereto, their successors and assigns; provided, however, that in the event of the assignment or transfer of the interest of a Transferee, all obligations and liabilities of such Transferee under this Agreement shall terminate, and thereupon all such obligations and liabilities shall be the responsibility of the party to whom the Transferee's interest is assigned or transferred; and provided further that the interest of Master Tenant under this Agreement may not be assigned or transferred except to the extent the assignment of Master Tenant's interest in the Master Lease is permitted under the Master Lease and the Loan Documents.

- b. This Agreement is the whole and only agreement among the parties hereto with regard to the subordination of the Master Lease to the lien or charge of the Security Instrument, and shall supersede and cancel all other subjection or subordination agreements, including, but not limited to, those provisions, if any, contained in the Master Lease that provide for the subjection or subordination of the Master Lease to a deed of trust or to a mortgage or mortgages. This Agreement may not be modified in any manner or terminated except by an instrument in writing executed by the parties hereto.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have hereunto set their signatures and seals to this Subordination, Non-Disturbance and Attornment Agreement – Historic Tax Credits as of the date first above written.

MASTER TENANT:

2223 Dodge Street Master Tenant, LLC,
a Nebraska limited liability company

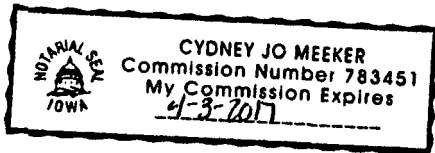
By: Heistand Holdings Limited Liability Company,
a Nebraska limited liability company

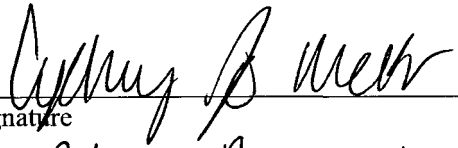
Its: Managing Member

By: 
Name: Todd Heistand
Its: Manager

STATE OF IOWA)
) ss.
COUNTY OF Harrison)

On this 28 day of April, 2014, before me, a notary public in and for said county, personally appeared Todd Heistand, to me personally known, who being by me duly (sworn or affirmed) did say that he is the Manager of Heistand Holdings Limited Liability Company, a Nebraska limited liability company, the Managing Member of 2223 Dodge Street Master Tenant LLC, a Nebraska limited liability company, and that said instrument was signed on behalf of the said limited liability company by authority of its members and the said Manager acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.




Signature
Title: Admin Assistant

[The remainder of this page intentionally left blank; signature page follows.]

OWNER:

2223 Dodge Street LLC,
a Nebraska limited liability company

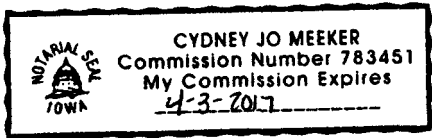
By: Heistand Holdings Limited Liability Company,
a Nebraska limited liability company

Its: Manager

By: [Signature]
Name: Todd Heistand
Title: Manager

STATE OF IOWA)
) ss.
COUNTY OF Harrison)

On this 28 day of April, 2014, before me, a notary public in and for said county, personally appeared Todd Heistand, to me personally known, who being by me duly (sworn or affirmed) did say that he is the Manager of Heistand Holdings Limited Liability Company, a Nebraska limited liability company, the Managing Member of 2223 Dodge Street LLC, a Nebraska limited liability company, and that said instrument was signed on behalf of the said limited liability company by authority of its members and the said Manager acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.



[Signature]
Signature
Title: Admin Assistant

[The remainder of this page intentionally left blank; signature page follows.]

LENDER:

NorthMarq Capital, LLC,
a Minnesota limited liability company

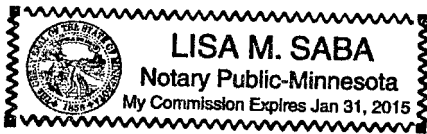
By: *Paul W. Cairns*
Name: Paul W. Cairns
Its: Senior Vice President

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

On April 22, 2014, before me, the undersigned, a Notary Public in and for the State of Minnesota, duly commissioned and sworn, personally appeared Paul W. Cairns, to me known to be the Senior Vice President of NorthMarq Capital, LLC, a Minnesota limited liability company, and acknowledged the foregoing instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.

Lisa M. Saba
Notary Public in and for Minnesota
My Commission Expires: 1-31-15



[The remainder of this page intentionally left blank; signature page follows.]

INVESTOR:

NGM Insurance Company,
a Florida insurance company

By: *Richard G. Schultz*
Name: Richard G. Schultz
Its: Vice President, Chief Accounting Officer

STATE OF NEW HAMPSHIRE)
) ss.
COUNTY OF CHESHIRE)

The foregoing instrument was acknowledged before me this 29th day of April, 2014, by Richard G. Schultz, as Vice President, Chief Accounting Officer for NGM Insurance Company, a Florida insurance company.

Catherine L. Mecheski
Signature of Notary Public



Witness
Name: _____

Witness
Name: _____

EXHIBIT A

DESCRIPTION OF THE LAND

Parcel 1:

Sublots 2, 5, 6 and 7 of Lot 3 and the North 146 feet of Sublot 4 of Lot 3, and the West 7.76 feet of the North 146 feet of Sublot 1 of Lot 3, all in Capitol Addition, an Addition to the City of Omaha, in Douglas County, Nebraska; together with

Sublots 8, 9 and 10 of Lot 3 and the South 152 feet of Sublot 4 of Lot 3 and Sublot 3 of Lot 3, except the East 3.0 feet thereof, in Capitol Addition, an Addition to the City of Omaha, in Douglas County, Nebraska.

Parcel 2:

The East 3.0 feet of Sublot 3 of Lot 3 and the North 152 feet of the South 168 feet of Sublot 1 of Lot 3, and the West 49.0 feet of the South 152 feet of Sublot 7 of Lots 2 and 3, in Capitol Addition, an Addition to the City of Omaha, Douglas County Nebraska.

Parcel 3:

Easement for ingress and egress as contained in the Easement Agreement filed February 9, 1988 in Book 839 at Page 78, Miscellaneous Records, Douglas County, Nebraska.

2469228v4