

MAINTENANCE ACCESS EASEMENT AGREEMENT

THIS MAINTENANCE ACCESS EASEMENT AGREEMENT (this "Agreement") is made and entered into this 25th day of March, 2019, by and between TC Accommodator 170, LLC (referred to herein as "North Property Owner"), and Keystone Investors, LLC (referred to herein as "South Property Owner").

RECITALS:

WHEREAS, contemporaneously herewith South Property Owner is acquiring from North Property Owner certain real property and improvements legally described as a tract of land located in the Northeast Quarter of Section 2, Township 14 North, Range 12 East of the 6th P.M., in the City of Omaha, Douglas County, Nebraska, more particularly described as follows:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1, NATIONAL SUBDIVISION, A SUBDIVISION LOCATED IN SAID NE1/4 OF SECTION 02, SAID POINT ALSO BEING A POINT ON THE EAST RIGHT-OF-WAY LINE OF SOUTH 76TH CIRCLE; THENCE S00°14'57"E (ASSUMED BEARING) ALONG SAID EAST RIGHT-OF-WAY LINE OF SOUTH 76TH CIRCLE, A DISTANCE OF 319.49 FEET TO THE POINT OF BEGINNING; THENCE N89°57'33"E, A DISTANCE OF 348.03 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 458.30 FEET, A DISTANCE OF 26.29 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S10°51'24"E, A DISTANCE OF 26.29 FEET; THENCE S07°18'26"E, A DISTANCE OF 137.54 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 288.00 FEET, A DISTANCE OF 37.96 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S05°23'05"E, A DISTANCE OF 37.94 FEET; THENCE S89°57'40"W, A DISTANCE OF 373.16 FEET TO A POINT ON SAID EAST RIGHT-OF-WAY LINE OF SOUTH 76TH CIRCLE; THENCE N00°14'57"W ALONG SAID EAST RIGHT-OF-WAY LINE OF SOUTH 76TH CIRCLE, A DISTANCE OF 200.02 FEET TO THE POINT OF BEGINNING.

(the "South Property Owner's Property"); and

WHEREAS, North Property Owner owns certain real property and improvements abutting the South Property Owner's Property legally described as a tract of land located in the Northeast Quarter of Section 2, Township 14 North, Range 12 East of the 6th P.M., in the City of Omaha, Douglas County, Nebraska, more particularly described as follows:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., WHICH POINT IS ON THE CENTERLINE OF "F" STREET AND 72ND STREET; THENCE WEST 1,578.00 FEET, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 2, WHICH LINE IS ALSO THE CENTERLINE OF "F" STREET; THENCE SOUTH 00°10' EAST, 1,095.00 FEET, TO THE POINT OF BEGINNING, WHICH POINT IS ON THE EAST LINE OF 76TH STREET; THENCE SOUTH 00°10' EAST, 320.00 FEET; THENCE DUE EAST 347.67 FEET, TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE NORTH 02°10'18" WEST, 42.87 FEET, ALONG THE WEST RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE NORTH 00°10'00" WEST, 277.16, ALONG THE WEST RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE DUE WEST, 346.17 FEET, TO THE POINT OF BEGINNING

(the "North Property Owner's Property") (the South Property Owner's Property and the North Property Owner's Property are collectively referred to as the "Properties"); and

WHEREAS, the property line between North Property Owner's Property and South Property Owner's Property is approximately 12 inches North of the building improvements on the South Property Owner's Property; and

WHEREAS, North Property Owner and South Property Owner have agreed that North Property Owner will grant to South Property Owner, subject to the terms and conditions hereof, an easement over a portion of North Property Owner's Property to allow South Property Owner to access those portions of the building improvements on the South Property Owner's Property that are along the South property line of North Property Owner's Property for maintenance, repair and replacement activities for such portions of the building.

NOW, THEREFORE, in consideration of the mutual agreements set forth in this Easement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant of Easement. North Property Owner hereby grants to South Property Owner, for use by South Property Owner and subsequent owners of South Property Owner's Property and their respective employees, agents and contractors, a non-exclusive easement ("Maintenance Easement") over and upon the area that is 12 feet immediately North of the South Property Owner's Property (the "Maintenance Easement Area"), so that South Property Owner can access building improvements on the north side of South Property Owner's Property that would not otherwise be accessible, for maintenance, repair and replacement purposes. South Property Owner may only use the Maintenance Easement Area for purposes that are consistent with this Maintenance Easement. No improvements may be installed by South Property Owner in the Maintenance Easement Area, nor may South Property Owner store any equipment or materials in the Maintenance Easement Area.

2. Use of Maintenance Easement Area. In the event that it becomes necessary for South Property Owner to use the Maintenance Easement Area for purposes permitted in this Agreement, South Property Owner shall notify North Property Owner at least three (3) days in advance of its desired use of the Maintenance Easement Area, providing specific dates and times for its desired use, and North Property Owner shall either consent to such use at such time(s) or provide reasonable alternatives which will not interfere with North Property Owner's operations and use of the Maintenance Easement Area. If immediate access is needed for

emergency maintenance or repairs where prior notice to North Property Owner is not practical, South Property Owner, or South Property Owner's contractor, may use the Maintenance Easement Area to make such emergency repairs or perform such emergency maintenance necessary to correct the emergency condition without prior notice to North Property Owner, but South Property Owner shall endeavor to notify North Property Owner as quickly as possible of such emergency condition. South Property Owner, or any contractor of South Property Owner, using the Maintenance Easement Area must at all time performing such work maintain adequate general liability and automobile liability insurance amounts customarily maintained by contractors performing such work in the Omaha, Nebraska, metropolitan area and maintain statutorily required workers compensation insurance, and South Property Owner shall indemnify, defend and hold North Property Owner harmless from any loss, damage or liability to persons or property that North Property Owner may incur by reason of such work being performed in the Maintenance Easement Area. Any improvements on the North Property Owner's Property that are damaged by South Property Owner's use of the Maintenance Easement Area will be repaired and replaced at South Property Owner's cost as soon as practicable. Any time that the Maintenance Easement Area is used by South Property Owner, or by South Property Owner's contractors, South Property Owner shall ensure that: (i) debris from any such maintenance and repair activity is removed from the Maintenance Easement Area on a daily basis; (ii) the Maintenance Easement Area is not left in a condition that would present an risk of injury to any person due to such activities having occurred; and (iii) any equipment used for such maintenance and repair activities is removed from the Maintenance Easement Area when not in use.

3. North Property Owner's Use of the Maintenance Easement Area. North Property Owner shall retain the right to use the Maintenance Easement Area for any purpose consistent with its ownership thereof.

4. Termination. In the event that the improvements that are near the North property line of South Property Owner's Property are demolished and any replacement building is constructed not closer than twelve (12) feet south of such property line, this Maintenance Easement granted herein shall automatically terminate without further action by either party.

5. Runs with the Land; Binding Effect. Subject to the terms of this Agreement, this Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns. The Agreement and the Maintenance Easement runs with the North Property Owner's Property and South Property Owner's Property as set forth in this Agreement.

6. Miscellaneous. This Agreement may be executed in any number of counterparts, all of which are considered one and the same Agreement notwithstanding that all parties hereto have not signed the same counterpart. Signatures of this Agreement which are transmitted by facsimile are valid for all purposes provided that both parties deliver an original signature of this Agreement to the other party within three (3) days thereafter. The captions appearing in this Agreement are inserted only as a matter of convenience and do not define, limit, construe or describe the scope or intent of such sections of the Agreement nor in any way affect the Agreement. The failure of either party to exercise any of its rights is not a waiver of those rights. A party waives only those rights specified in a written document signed by the party waiving its rights. If any provision of this Agreement is held by the final judgment of any court of competent jurisdiction to be illegal, invalid or unenforceable, the validity of the remaining portions or provisions must not be impaired or affected, and the rights and obligations of the parties must be construed and enforced as if the Agreement did not contain that certain part, term or provision held to be illegal, invalid or unenforceable. Any rule of construction to the effect that


any ambiguities are to be resolved against the drafting party does not apply to the interpretation of this Agreement or any amendments or exhibits hereto. This Agreement constitutes the entire agreement between South Property Owner and North Property Owner with respect to the Maintenance Easement granted herein and may be amended or altered only by written agreement executed by both parties, and supersedes all prior agreements, whether written or oral, between the parties regarding this Easement. This Agreement, and the rights and obligations of the parties hereto, must be construed and enforced in accordance with the laws of the State of Nebraska.

IN WITNESS WHEREOF, South Property Owner and North Property Owner have executed this Agreement as of the date first written above.


TC Accommodator 170, LLC
By: TitleCore Exchange, LLC, Its Sole Member

By: 
Sam Cooper, Commercial Escrow Officer

Keystone Investors, LLC

By: 
Jason Epstein, President

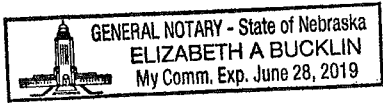
WESTCHESTER CAPITAL, LLC

By: 
Jim Glazer, President

ACKNOWLEDGEMENTS

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 25 day of March, 2019, by Sam Cooper, Commercial Escrow Officer of TitleCore Exchange, LLC, sole member of TC Accommodator 170, LLC, on behalf of such limited liability company.



Elizabeth A. Bucklin

Notary Public

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 25th day of March, 2019 by Jason Epstein the President of Keystone Investors, LLC, on behalf of such corporation.

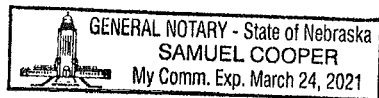
Jennifer Benson

Notary Public



STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss

The foregoing instrument was acknowledged before me on this 25th day of March, 2019 by Jim Glazer as President of Westchester Capital, LLC.



Samuel Cooper

Notary Public