



Recording Requested By,
And After Recording, Return To:
Aaron B. Johnson
Baird Holm LLP
1700 Farnam St., Suite 1500
Omaha, NE 68102

MEMORANDUM OF INTERCREDITOR AND SUBORDINATION AGREEMENT

THIS MEMORANDUM OF INTERCREDITOR AND SUBORDINATION AGREEMENT (this "Memorandum") made as of the 17th day of December, 2018, by and between UNION BANK & TRUST COMPANY, a Nebraska state banking corporation ("UBT"), and STONEHENGE COMMUNITY DEVELOPMENT 129, LLC, a Delaware limited liability company ("Stonehenge").

RECITALS

WHEREAS, the parties hereto are parties to an Intercreditor and Subordination Agreement dated the date hereof (as the same may be amended from time to time, the "Intercreditor Agreement");

WHEREAS, Lincoln Sports Facility, LLC, a Nebraska limited liability company ("Borrower"), is the owner of certain real property located in Lancaster County, Nebraska legally described in Exhibit A attached hereto (together with the improvements to be constructed thereon, the "Mortgaged Real Estate");

WHEREAS, Stonehenge has made or will make loans to Borrower in the aggregate principal amount of up to Five Million and 00/100ths Dollars (\$5,000,000.00), consisting of (a) a loan in the original principal amount of up to One Million and 00/100ths Dollars (\$1,000,000.00) (the "Senior Stonehenge Loan") and (b) a loan in the original principal amount of up to Four Million and 00/100ths Dollars (\$4,000,000.00) (the "Subordinate Stonehenge Loan"; and, with the Senior Stonehenge Loan, the "Stonehenge Loans");

WHEREAS, the obligations of Borrower with respect to the Senior Stonehenge Loan will be secured by, among other things, a Construction Deed of Trust with Absolute Assignment of Rents and Leases, Security Agreement and Fixture Filing encumbering the Mortgaged Real Estate (the "Senior Stonehenge Deed of Trust");

WHEREAS, the obligations of Borrower with respect to the Subordinate Stonehenge Loan will be secured by, among other things, a Construction Deed of Trust with Absolute Assignments of Rents and Leases, Security Agreement and Fixture Filing encumbering the Mortgaged Real Estate (the "Subordinate Stonehenge Deed of Trust");

WHEREAS, UBT has made or will make a loan to Borrower in the principal amount of up to Three Million Five Hundred Thousand and 00/100ths Dollars (\$3,500,000.00) (the "UBT Loan");

WHEREAS, the UBT Loan will be secured by, among other things, a Construction Deed of Trust with Absolute Assignment of Rents and Leases, Security Agreement and Fixture Filing encumbering the Mortgaged Real Estate (the "UBT Deed of Trust" and, with the Senior Stonehenge Deed of Trust, the "Senior Deeds of Trust"); and

WHEREAS, UBT and Stonehenge desire to set forth certain terms and provisions contained in the Intercreditor Agreement in this Memorandum for recording purposes.

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

UBT. UBT/UBT

1. Capitalized terms used herein which are not otherwise defined shall have the respective meanings ascribed to them in the Intercreditor Agreement.

2. Notwithstanding the date, manner or order of perfection of the security interests and Liens granted by Borrower to Stonehenge or UBT, and notwithstanding any provisions of the UCC, applicable law, or the Loan Documents or whether any party hereto holds possession of all or any part of the Joint Collateral, the following, as between the parties shall be the relative priority of the Liens of the parties in the Joint Collateral:

(a) The deed of trust Lien and security interest of each of the Senior Deeds of Trust are hereby consolidated to constitute a single first deed of trust Lien and security interest on or in the Mortgaged Real Estate, which shall equally and ratably secure all holders from time to time of the Senior Indebtedness in proportion to the amount owed to each as either principal or interest, with the same force and effect as if Stonehenge and UBT held a single deed of trust Lien on and security interest in the Mortgage Real Estate to secure all Senior Indebtedness. The consolidated deed of trust Lien and security interest shall be deemed to contain and be subject to all of the terms and conditions set forth in the Senior Stonehenge Deed of Trust and the UBT Deed of Trust. Stonehenge shall hold a subordinate deed of trust Lien and security interest on or in the Mortgaged Real Estate, pursuant to the Subordinate Stonehenge Deed of Trust, to secure the Subordinate Indebtedness.

(b) The Lien and security interest of each Stonehenge and UBT in the other Joint Collateral are hereby consolidated to constitute a single first priority Lien or security interest on or in the Joint Collateral which shall equally and ratably secure all holders from time to time of the Senior Indebtedness in proportion to the amount owed to each as either principal or interest, with the same force and effect as if Stonehenge and UBT held a single Lien on and security interest in such Joint Collateral to secure all Senior Indebtedness. The consolidated Lien and security interest shall be deemed to contain and be subject to all of the terms and conditions set forth in the Stonehenge Senior Loan Documents and the UBT Loan Documents. Stonehenge shall hold a subordinate Lien or security interest on or in the Joint Collateral, pursuant to the Subordinate Stonehenge Deed of Trust, to secure the Subordinate Indebtedness.

(c) Neither Stonehenge nor UBT shall contest the validity, perfection, priority or enforceability of any Lien or security interest granted to the other party or contemplated hereby. Notwithstanding any failure of a party to perfect its security interest in any Joint Collateral or any other defect in the security interests or obligations owing to such party, the priority and rights as between the parties hereto shall be as set forth herein.

3. Notwithstanding anything to the contrary contained in the Intercreditor Agreement or in any Loan Document, the payment of any and all of the Subordinate Indebtedness shall be subordinate and subject in right and time of payment, to the extent and in the manner hereinafter set forth, to the prior indefeasible payment in full in cash of the Senior Indebtedness.

4. This Memorandum is entered into for recordation purposes only in order to memorialize the parties agreement, and shall not be deemed in substitution of, to supercede, or in any way to modify, amend or supplement the Intercreditor Agreement and is subject to the terms, conditions and restrictions contained in the Intercreditor Agreement. In the event of any inconsistency between the provisions of the Intercreditor Agreement and the provisions of this Memorandum, the provisions of the Intercreditor Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Intercreditor and Subordination Agreement as of the date first written above.

UNION BANK & TRUST COMPANY

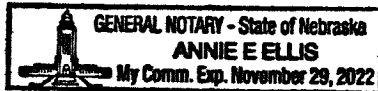
By: [Signature]
Print Name: Christopher E. Wagner
Its: Vice President

STONEHENGE COMMUNITY
DEVELOPMENT 129, LLC

By: [Signature]
Print Name: John P. Witten
Its: Secretary

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me, a Notary Public, this 11 day of December, 2018, by Christopher E. Wagner, an authorized officer of Union Bank & Trust Company, a Nebraska state banking corporation, on behalf of the corporation.



Annie E. Ellis
Notary Public

STATE OF OHIO)
) ss.
COUNTY OF Franklin)

The foregoing instrument was acknowledged before me, a Notary Public, this 29th day of NOVEMBER, 2018, by John P. Witten, an authorized officer of Stonehenge Community Development 129, LLC, a Delaware limited liability company, on behalf of the limited liability company.



[Signature]
PHYLLIS E. McCLOY
Notary Public, State of Ohio
My Commission Expires 12-12-2021

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Intercreditor and Subordination Agreement as of the date first written above.

UNION BANK & TRUST COMPANY

By: _____
Print Name: _____
Its: _____

STONEHENGE COMMUNITY
DEVELOPMENT 129, LLC

By: _____
Print Name: John P. Witten
Its: Secretary

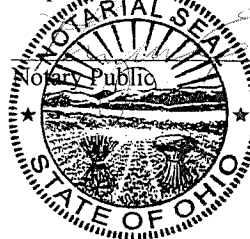
STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me, a Notary Public, this ____ day of December, 2018, by _____, an authorized officer of Union Bank & Trust Company, a Nebraska state banking corporation, on behalf of the corporation.

Notary Public

STATE OF OHIO)
) ss.
COUNTY OF Franklin)

The foregoing instrument was acknowledged before me, a Notary Public, this 29th day of NOVEMBER, 2018, by John P. Witten, an authorized officer of Stonehenge Community Development 129, LLC, a Delaware limited liability company, on behalf of the limited liability company.



Phyllis E. McCloy
PHYLLIS E. McCLOY
Notary Public, State of Ohio
My Commission Expires 12-12-2021

EXHIBIT A
LEGAL DESCRIPTION

LOTS 3, 4, 5 AND 6, BLOCK 1, EARL CARTER ADDITION, LINCOLN, LANCASTER COUNTY,
NEBRASKA.

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EAC